

**CITY OF BERKLEY PUBLIC NOTICE
ELECTRONIC CITY COUNCIL MEETING
7:00 P.M. MONDAY, AUGUST 10, 2020
248-658-3300**

**CALL 38th COUNCIL TO ORDER
APPROVAL OF AGENDA
INVOCATION — PASTOR ZACK DUNLAP
PLEDGE OF ALLEGIANCE
PUBLIC COMMENT — ITEMS ON THE AGENDA
ORDER OF BUSINESS**

Consent Agenda

1. **APPROVAL OF THE MINUTES:** Matter of [approving the minutes](#) of the 38th Regular City Council Meeting on Monday, July 6, 2020.
2. **WARRANT:** Matter of approving [Warrants No. 1352 and No. 1353](#).
3. **PROCLAMATION NO. P-14-20:** Matter of approving a [proclamation declaring](#) September 2020 as “Childhood Cancer Awareness Month” in the City of Berkley.

Regular Agenda

1. **MOTION NO. M-39-20:** Matter of [approving participation in the “Tie Michigan Teal”](#) campaign to promote awareness of ovarian cancer and its symptoms.
2. **MOTION NO. M-40-20:** Matter of [approving the Mayor and City Manager](#) to enter into an Intergovernmental Agreement for Lockup Services, Animal Control Services, Use of the Berkley DPS Range, and Dispatch Services between the City of Berkley and the City of Huntington Woods. The City of Berkley will provide these Services for the City of Huntington Woods for the attached fees.
3. **MOTION NO. M-41-20:** Matter of [approving a resolution of the Council](#) of the City of Berkley, Michigan Recognizing Eagle Scout Candidate Brady Stubblefield for a donation of a Gaga Pit to Berkley Parks & Recreation.
4. **MOTION NO. M-42-20:** Matter of [awarding the contract for the Oxford/Merchants Park](#) Development to the lowest bidder, Warren Contractors & Development, Inc. 14979 Technology Dr. Shelby Twp., MI 48315 in an amount of \$785,548 and an additional \$78,555 in construction contingencies to come from account 614-950-974-000. In addition, allocate \$78,130.64 for construction engineering services to Hubbell, Roth & Clark, Inc. to come from account 614-950-821-000.
5. **MOTION NO. M-43-20:** Matter of [awarding the contract for the 2020 Sidewalk Replacement Program](#) to the lowest qualified bidder, Luigi Ferdinandi & Son Cement Co. of Roseville, Michigan, in an amount of \$122,080.00. In addition, allocate \$35,313.88 for construction engineering services to Hubbell, Roth & Clark and \$12,208.00 for construction contingencies. Funding will come from accounts 470-938-975-001 and 470-938-821-000.
6. **MOTION NO M-44-20:** Matter of [approving the purchase of a Rear Load Garbage Body](#) at a total cost of \$93,287.52 from the sole source vendor of Heil equipment, Bell Equipment Company, utilizing the MiDEAL Cooperative Bid Contract from account 226-528-982-000.
7. **RESOLUTION NO. R-27-20:** Matter of [considering a resolution to adopt](#) the updated Industrial Pretreatment Program (IPP) rules to regulate the discharge of commercial wastewater as implemented by the Great Lakes Water Authority (GLWA).

8. **MOTION NO. M-45-20**: Matter of the [intergovernmental agreement](#) for the Berkley High School Plaza project. This agreement would serve as a partnership between The City, Berkley DDA, and School District to improve the landscape located at 2524 Coolidge Hwy.
9. **MOTION NO. M-46-20**: Matter of [awarding the landscape architectural service contract](#) to Grissim Metz Andriese (GMA) in an amount of \$15,000. GMA's services would include assistance with construction documents, bidding and construction phase services for pedestrian hardscape, and landscape design for the Berkley High School Plaza project.
10. **MOTION NO. M-47-20**: Matter of [approving the appointments to various Boards and Commissions](#).

PUBLIC COMMENT — ITEMS NOT ON THE AGENDA

COMMUNICATIONS

ADJOURN

NOTE: TO JOIN THE ELECTRONIC MEETING, VISIT [HTTPS://berkleymich.ZOOM.US/J/94929846645](https://berkleymich.zoom.us/j/94929846645) OR CALL 1-312-626-6799. THE MEETING ID IS 949 2984 6645.

The City of Berkley is hosting electronic meetings in cooperation with Gubernatorial Executive Order 2020-151. The City of Berkley will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon four working days' notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling: Victoria Mitchell, ADA Contact, Berkley City Hall, 3338 Coolidge Highway, Berkley, MI 48072 (1-248-658-3310).

THE ELECTRONIC REGULAR MEETING OF THE THIRTY-EIGHTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 7:00 PM ON MONDAY, JULY 06, 2020 BY MAYOR TERBRACK

PRESENT: Steve Baker Jack Blanchard
Dennis Hennen Bridget Dean
Natalie Price Ross Gavin
Daniel Terbrack

APPROVAL OF AGENDA

Councilmember Baker moved to approve the Agenda with an amendment to remove regular agenda item 3 and to move the remaining items up one position.

Seconded by Mayor Pro Tem Dean

Ayes: Blanchard, Dean, Gavin, Hennen, Price, Baker, and Terbrack

Nays: None

Motion Approved.

INVOCATION: Pastor Zack Dunlap

PUBLIC COMMENT – ITEMS ON THE AGENDA

Christopher Copacia, Berkley resident, spoke in support of Resolution No. R-26-20 stating it is very important. Mr. Copacia stated he is also a volunteer with Voters Not Politicians and loves to see the City is even considering expanding voting initiatives. He further discussed access to voting for all residents.

Mark Richardson, Berkley resident, spoke regarding the Clinton River Watershed Council WaterTowns presentation. Mr. Richardson stated stormwater retention is a large issue not only in Berkley, but in southeast Oakland County. As a member of the Environmental Committee, he stated this is an exciting project and urged Council to look at this as an advantageous pilot program.

Sen. Mallory McMorrow provided the following updates:

- Michigan's new auto insurance law – went into effect on July 1st so moving forward residents have the option to choose their level of PIP coverage. She urges all residents to do their research. She stated one resource is [Michigan.gov/autoinsurance](https://www.michigan.gov/autoinsurance).
- License/State ID extension – the deadline for renewal, if your license or registration expires between February and July 1st, is now September 30th. She stated there has been a backlog at Secretary of State offices since reopening to the public but she urges anyone needing service to make an appointment.
- COVID relief funding – the Governor signed the \$880 million bi-partisan COVID Relief Fund. She stated there will be no cuts, but rather the money is coming from funding the State received from the federal government. She went into further detail on where the funding is going and discussed unemployment benefits.
- Fiscal Year 2019-20 Budget – there was a deal struck to pull some of the additional federal funds to solidify the budget for the year. She discussed additional funding for K-12 schools. She stated her focus on the upcoming budget is education and infrastructure.
- Return to Learn Task Force – released its school reopening roadmap for the fall with the priority of returning in the fall for in-person education. She said the 63-page report is available online. She discussed the document further.
- Cocktails to Go in Social Districts – is something being discussed to help restaurants and bars during this time with their carryout menus. She said the initiative also helps municipalities with shutting down streets, etc. to provide additional options for local businesses.

- Virtual Coffee Hours – have been taking place with Sen. McMorrow almost weekly and she encourages everyone to attend. She also has been hosting mayors and city manager monthly meetings.

Mayor Terbrack thanked Sen. McMorrow for her update and the virtual mayor meetings. He thanked her for all of her work at the state level including her dedication to educational funding. He commented on the upcoming budget process.

Tasawwar Rahman, Berkley resident, voiced his support in favor of Resolution R-26-20 stating he is also a volunteer with Voters Not Politicians. He said being flexible with access to voting is more important than ever. He discussed this matter further.

Consent Agenda

Councilmember Blanchard moved to approve the following Consent Agenda, seconded by Councilmember Price:

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 38th Regular City Council Meeting on Monday, June 15, 2020.

Councilmember Hennen asked that a correction be made to his portion of Communications discussing the Memorial Tree Program. He asked that it be changed to say, “the donor must pay for the tree planting and provide a plaque.”

Ayes: Dean, Gavin, Hennen, Price, Baker, Blanchard, and Terbrack

Nays: None

Motion Approved.

Regular Agenda

PRESENTATION: The City Council will receive a presentation from representatives of the Clinton River Watershed Council WaterTowns program.

City Manager Matt Baumgarten explained the goal of participating in the Clinton River Watershed Council WaterTowns program is to introduce green infrastructure into the City. Council agreed to participate in the program in 2019. He stated the goal of green infrastructure is to divert stormwater away from the City's sewer system. Mr. Baumgarten said members of city staff and of the Environmental Advisory Committee have been working with WaterTowns personnel on this project.

Mr. Chris Bobryk and Dr. Don Carpenter provided a presentation regarding the Clinton River Watershed Council WaterTowns program.

Mr. Bobryk discussed the Clinton River Watershed Council, a non-profit organization. He stated the three pillars of the organization are:

1. Education
2. Restoration
3. Stewardship

He stated the WaterTowns program is a community-based initiative that helps take each community and connect it to resources. He further discussed the goals and key aspects of the program. He talked about the \$5,000 mini-grant.

Dr. Carpenter stated he is a graduate of Berkley High School. He discussed the goals of the program including create conceptual site plans and renderings of suggested green infrastructure improvements; determine the volume of stormwater captured and treated; and estimate the cost. He stated he has been involved with the program for seven years including three recent WaterTowns projects.

Dr. Carpenter described green infrastructure. He discussed green infrastructure uses mother nature to catch stormwater runoff. He discussed stormwater events.

Dr. Carpenter went over the project including the timeline and deliverables. He stated Berkey would receive:

- Report
- Graphic boards
- USB drive with copies of everything
- Cost estimates

Dr. Carpenter discussed runoff reductions. He stated created green infrastructure could capture almost all of the runoff from a 2.3-inch rainfall.

Dr. Carpenter discussed the certain areas in the City the program would target. He discussed each site including types or rain gardens, curb cutting, porous pavement, etc. He stated areas to target are Jaycee Park, Griffith Avenue parking lots and alleyways, Beverly and Edgewood boulevards, and the Parks & Recreation parking lot. He explained everything they suggest is a retrofit or completed on worn infrastructure.

Mr. Bobryk discussed implementation and the maintenance plan. He stated the City is eligible for the \$5,000 mini-grant. He explained the grant requires a one-to-one match. He went over examples of other WaterTowns properties.

The presenters then opened the floor for questions from Council.

Councilmember Hennen asked how some of the suggested initiatives would perform in a heavily clay community like Berkley. Dr. Carpenter discussed how rain gardens and porous pavement systems work with clay including using an underdrain. Councilmember Hennen asked about maintenance costs. Dr. Carpenter stated the cost estimates provided do not include maintenance. Councilmember Hennen commented the City Street Tree Program is a free program and is full for this year. He stated that street trees are a very effective system in stormwater management and would like to discuss increasing the program in the next budget.

Councilmember Gavin thanked the presenters and the Environmental Advisory Committee, including Mark Richardson, for the time they put into this project. He said this is very exciting and offers the opportunity to be innovative.

Councilmember Baker thanked the team of people working on this project. He asked if the slides from the presentation would be available on the City's website. He asked for more detail about the rain garden creation process. Dr. Carpenter stated they are usually up to 30-inches deep. He further explained the process. He also discussed the filtering process.

Mayor Terbrack thanked the presenters. He stated it is an important endeavor and the City will do its part to increase its retention capacity.

PRESENTATION: The City Council will receive a presentation on the 2019 Planning Commission Annual Report and 2020 Work Plan.

Community Development Director Erin Schlutow stated this is a requirement of the Michigan Planning Enabling Act. She stated the exact requirement. She said the annual report and work plan

are included in the Council packet. Ms. Schlutow went into detail regarding the Planning Commission's activities throughout 2019 including the different documents the body reviewed. She stated she included a summary and up-to-date status on all of the projects. Ms. Schlutow stated she also included the 2020 workplan. She stated she likes to show this document because the annual report shows what was done, but the workplan shows what they hope to accomplish. She stated it includes more long-term goals. She stated the items they will be working on very closely are:

1. Updating the Community Master Plan
2. Redevelopment Ready certification
3. Zoning ordinance technical review

Ms. Schlutow stated the Department looks forward to working with all of the Berkley community groups and opened the floor for questions.

Councilmember Gavin offered thanks as he serves as the liaison to the Planning Commission. He stated Ms. Schlutow always elevates the level of documentation and work product that the Planning Commission and Council receives.

Councilmember Price stated she feels the 2020 workplan is ambitious, attainable, and well needed. She thanked Ms. Schlutow for putting it together. She also thanked the Community Development Department and members of the Planning Commission and Master Plan Steering Committee.

Mayor Terbrack thanked Ms. Schlutow for her level of work.

ORDINANCE NO. O-13-20: Matter of considering the First Reading of an Ordinance of the City Council of the City of Berkley, Michigan to Amend Section 138-298 of Article V, Division 2 of Chapter 138, Zoning, to Update the Citation to the City's Adopted Building Codes, and to Prescribe a Penalty for Violations.

Councilmember Hennen moved to approve Ordinance No. O-13-20

Seconded by Councilmember Baker

Ayes: Gavin, Hennen, Price, Baker, Blanchard, Dean, and Terbrack

Nays: None

Motion Approved.

ORDINANCE NO. O-14-20: Matter of considering the First Reading of an Ordinance of the City Council of the City of Berkley, Michigan to Amend Section 138-526 of Article V, Division 17 of Chapter 138, Zoning, to Add Local Business to the Schedule of Regulations.

Councilmember Gavin moved to approve Ordinance No. O-14-20

Seconded by Councilmember Blanchard

Ayes: Hennen, Price, Baker, Blanchard, Dean, Gavin, and Terbrack

Nays: None

Motion Approved.

PUBLIC HEARING: Matter of holding a public hearing regarding proposed vacation of portion of public alley.

Public Hearing opened at 8:16 p.m.

There was no one present wishing to speak.

Public Hearing closed at 8:17 p.m.

RESOLUTION NO. R-24-20: Matter of authorizing a resolution to vacate portion of public alley.

Mayor Pro Tem Dean moved to approve Resolution No. R-24-20

Seconded by Councilmember Price

Ayes: Price, Baker, Blanchard, Dean, Gavin, Hennen, and Terbrack

Nays: None

Motion Approved.

RESOLUTION NO. R-25-20: Matter of approving a resolution for Election Services between Oakland County and the City of Berkley.

Councilmember Baker moved to approve Resolution No. R-25-20

Seconded by Councilmember Hennen

Ayes: Baker, Blanchard, Dean, Gavin, Hennen, Price, and Terbrack

Nays: None

Motion Approved.

RESOLUTION NO. R-26-20: Matter of approving a Resolution to expand voting and registration access beyond the minimum required by the Michigan Constitution for even-year November general elections.

Councilmember Gavin moved to approve Motion No. R-26-20

Seconded by Councilmember Baker

Ayes: Blanchard, Dean, Gavin, Hennen, Price, Baker, and Terbrack

Nays: None

Motion Approved.

PUBLIC COMMENT – ITEMS NOT ON THE AGENDA

David Annis, Berkley resident, spoke regarding his concern with the Thin Blue Line flags on public safety vehicles. He stated he sent an email to Council and the city manager detailing his concern and would not go point-by-point. He stated that although the message may have been less political when the symbol was placed, we don't control the meaning of that symbol anymore. He said he would like it removed and have only governmental symbols placed on public safety vehicles.

Megan S., Berkley resident, spoke regarding the Thin Blue Line flag on public safety vehicles. She stated she felt it is a symbol used by Alt-right groups, Blue Lives Matter movement, and those that don't support the Black Lives Matter movement. She talked about what she feels that symbol means and said she would like to see it removed from patrol vehicles. She also discussed the Federal 1033 program. She described the program and stated the Public Safety Department received 10 N16 rifles through this program. She said police in our community do not require these types of rifles. She asked that Council directs the removal of the Thin Blue Line stickers from the patrol vehicles and that they look into stopping the department's participation in the federal 1033 program.

Mayor Terbrack stated he appreciates those comments. He said he does not believe our Public Safety Department is in conflict at all with our community. He stated they do many things to be involved with the community.

COMMUNICATIONS

MAYOR PRO TEM DEAN: thanked Sen. McMorrow for attending that evening and said she is especially encouraged regarding the allocation of funds toward domestic violence and food banks. She said the topic of domestic violence is near and dear to her heart and she has been working with Chief Koehn to bring the multi-disciplinary team that Farmington Hills has to Berkley. She stated that COVID sidelined that initiative along with the fact their HAVEN liaison is employed elsewhere now. She hopes to learn the new liaison soon and continue to move forward in bringing the program to Berkley. Mayor Pro Tem Dean stated the Parks & Recreation Department has opened registration for virtual camps. She said outdoor classes are running in the parks and senior exercise classes are on cable, YouTube and Facebook. She said to check the Parks & Recreation webpage for more information. She said July is National Parks & Recreation Month. She said a Parks & Recreation survey will be online in mid-July to help update the five-year master plan.

She urges everyone to complete the survey. She said the Parks & Rec will also be hosting a virtual town hall regarding the Five-year master plan in early August. She said the department will be starting its senior transportation program again once work with SMART is completed as the vehicles are being equipped for rider and driver safety.

COUNCILMEMBER HENNEN: stated the Zoning Board of Appeals did not meet in June but will meet one week from today on July 13th to review an application for a mural on the side of Salon Simply Beautiful located on Coolidge Highway just north of Catalpa. He said the Tree Board met and discussed the Memorial Tree and City Street Tree programs. He said the full allotment of trees available is spoken for a month before the deadline, but those interested can get on the waiting list for next year by contacting the Department of Public Works.

COUNCILMEMBER GAVIN: stated the series of Master Plan webinars recently wrapped up and he thought they were incredibly valuable. He thanked Ms. Schlutow and Carlisle Wortman for adapting during COVID. He said the next Master Plan Steering Committee meeting will be July 21st at 7 p.m. via Zoom. He said to check the City's website calendar for link. He said the Planning Commission had many items from its last agenda appear tonight. The next Planning Commission meeting will take place July 28th at 7 p.m. via Zoom. Councilmember Gavin said the Environmental Advisory Committee (EAC) met and discussed the Energy Plan and green infrastructure which was discussed tonight. He said officers were also elected at that meeting. He said the next EAC meeting will take place August 20th.

COUNCILMEMBER BAKER: stated the Downtown Development Authority (DDA) meets this upcoming Wednesday and topics will include bylaws and the ongoing crowdfunding campaign to provide additional support to businesses. He stated more information will also be provided on outdoor dining and signage. He asks that people please visit downtownberkley.com to see all of the ways businesses are being supported. Councilmember Baker said the Historical Committee is scheduled to meet on July 14th. He stated items for discussion will include when and how to open the museum safely. Important work is still being done to scan important documents and other Berkley related items. Councilmember Baker said the Technology Advisory Committee is next scheduled to meet August 19th after meeting in June. Councilmember Baker recited a quote from Andy Meisner, "Our country was founded on the principles of freedom and justice for all, but they haven't always applied equally to every American and we recognize our independence. Let's keep working towards a more just and equitable society."

COUNCILMEMBER PRICE: stated the Berkley Public Library is open for curbside pickup and delivery. She said residents may request materials through online catalogs. Councilmember Price reflected upon this July and celebrating our independence. She stated we are more aware than ever before that many of us have taken for granted our freedoms that have been denied for far too long. Councilmember Price thanked residents for speaking up for people of color in our community. She also thanked Mr. Copacia, the resident who spoke on behalf of expanding voting and registration access. Councilmember Price thanked the Public Safety Department for keeping our community safe over the holiday weekend.

COUNCILMEMBER BLANCHARD: stated the Berkley Area Chamber of Commerce and the Berkley DDA are partnering for a downtown Berkley scavenger hunt to encourage people to explore and support downtown businesses. The first four people to successfully complete the scavenger hunt will win a \$25 gift card to a downtown Berkley merchant. He said to visit downtownberkley.com for more information. Councilmember Blanchard asked residents to support local businesses and stay safe.

CITY MANAGER BAUMGARTEN: provided an update on the 12 Mile Road project. He stated concrete curbs and sidewalks installed and the first base layer of asphalt has gone in. He stated the project is on course and the block between Elmwood and Greenfield has reopened. He said one northbound lane and one southbound lane will reopen. Mr. Baumgarten reminded everyone about rules governing election signs and to place them on the private side of the sidewalk. Mr. Baumgarten put in a plug for the City's boards and commissions. He said the City has vacancies available with fun opportunities to serve.

PUBLIC POLICY ASSISTANT HILL: stated the marihuana business license application closed on June 29th, and the City has been accepting applications postmarked June 29th. He said they received 31 applications. He said staff has been completing completeness checks and will move forward to the MERIT scoring system. He said from there, staff will have the applications scored and the results released at the end of September before moving forward with site plans. Mr. Hill said the DIA is partnering with Berkley to bring its Inside|Out program to Berkley. He said there are six installations up and on Thursday, July 9th at 6 p.m. there will be a virtual ribbon-cutting with the DIA.

CITY CLERK MITCHELL: reminded our residents that every registered voter has the right to receive an absentee ballot. To request an application to receive an absentee ballot, visit berkleymich.org/vote, call 248-658-3310 or send an email to clerk@berkleymich.net. Ms. Mitchell stated once you receive your application, please indicate which elections you would like to receive your ballot for and indicate if you would like to be placed on the permanent absentee list. She stated to sign and return the application to the Clerk's Office via the City's secure drop box. Ms. Mitchell said all precincts will be open and operating as usually on election day with the exception of plenty of PPE and social distancing practices being implemented. She asked residents, if you are able, to please wear a mask. Ms. Mitchell reminded residents to vote within one party on the August 4th ballot. She stated residents may not vote back and forth between parties. Ms. Mitchell said if residents have completed their ballots, please place them in your envelopes, sign the outside, and feel free to return at any time, the earlier the better.

CITY ATTORNEY STARAN: stated there isn't much legal processing yet on marihuana licensing since the deadline just passed. He said they dealt with numerous technical questions from applicants, but it was a great learning experience. Mr. Staran said there is more work to do on the licensing. He said he has been impressed with the well planned and organized process city staff created regarding the entire process. Mr. Staran said Council should expect that in the foreseeable future, we will be talking about an updated briefing on the flood claims.

MAYOR TERBRACK: stated how hopeful he is for record voting turnouts and the expanding of absentee voting. He said if you are going out to vote, stay safe and wear a mask. He said everyone should still practice social distancing and we are doing good in the State of Michigan. Mayor Terbrack provided a plug for the City newsletter. He said it is out every month and provides tremendous updates from all the departments. Mayor Terbrack spoke regarding prior comments on the Public Safety Department. He said he is not going to sit idly by when comments impugn the integrity and professionalism of our Public Safety Department. He said that is the very department that protects us and serves everyone who lives in and out of the community and everyone traveling through our community. He said when accusations that are not true cast a broad shadow over our department, that is where he is going to draw a line. Mayor Terbrack said he wants to make that abundantly clear.

ADJOURNMENT

Councilmember Baker moved to adjourn the Regular Meeting at 8:59 p.m.

Seconded by Councilmember Hennen

Ayes: Gavin, Hennen, Price, Baker, Blanchard, Dean, and Terbrack

Nays: None

Motion Approved.



CITY OF BERKELEY
CHECK WARRANT
#1352
JUNE 2020

<u>Check Date</u>	<u>Check</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>	<u>Voided?</u>
06/11/2020	57741	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN #6304 - PR #12	3,940.00	
06/11/2020	57742	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #1	82.99	
			CHILD SUPPORT CASE NO. 913286400 - PR #1	128.05	
			CHILD SUPPORT CASE NO. 913488854 - PR #1	64.14	
				275.18	
06/11/2020	57743	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #12	5,115.32	
			EMPL. DEDUCT. (ROTH) - PR #12	1,042.85	
				6,158.17	
06/11/2020	57744	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #12	565.38	
06/11/2020	57745	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #12	2,096.36	
			EMPLOYEE DEDUCT. - LOAN - PR #12	123.40	
				2,219.76	
06/11/2020	57746	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #12	105.00	
06/15/2020	57747	4TH WALL THEATRE COMPANY, LLC	4TH WALL THEATRE PROGRAM	150.00	
06/15/2020	57748	AIRGAS USA, LLC	MAY 2020 CYLINDER RENTAL	30.27	
06/15/2020	57749	ALLIANCE MOBILE HEALTH	BLOOD DRAW FOR PATIENT NO. 208999	148.00	
06/15/2020	57750	ALLIED WINDOW TINTING & SHADES	WINDOW TINT PRISONER VIEWING	1,800.00	
06/15/2020	57751	ALPHA PSYCHOLOGICAL SERVICES	PSYCH EVAL - DISPATCH - RITTER	725.00	
			PSYCH EVAL. DISPATCH - ALASADI	725.00	
				1,450.00	
06/15/2020	57752	AMAZON CAPITAL SERVICES	DIGITAL CARD READER	12.86	
			HAND SANITIZER	53.40	
			HAND SANITIZER	21.30	
			HAND SANITIZER	9.46	
			PHONE HANDSETS	53.94	
			MOTHERBOARD BATTERIES	11.50	
			PPA STANDING DESK	557.31	
			FILTERS - RESP.	47.39	
				767.16	
06/15/2020	57753	ARMADILLO	DOWNTOWN BERKELEY FACE MASKS	10,680.00	
06/15/2020	57754	AT&T	ACCT. NO. 24854624000218 - 05/25/20 - 06	648.18	
06/15/2020	57755	AT&T	POLE RENTAL FOR FIBER NETWORK	13.16	
06/15/2020	57756	BIG D LOCK CITY	COPIES OF AF/AC KEYS	27.00	
06/15/2020	57757	BILLINGS LAWN EQUIPMENT	DPW MOWERS - PARTS	302.78	
06/15/2020	57758	BLUE CROSS BLUE SHIELD OF MICH	MAY 2020 CLAIMS	63,929.36	
06/15/2020	57759	C & J BARK HAULERS	PLAYGROUND SUPPLY	2,662.50	
06/15/2020	57760	CAMELOT CLEANERS	PRISONER BLANKET CLEANING	27.86	
06/15/2020	57761	CARLETON EQUIPMENT	#27 DPW - PARTS	373.02	
06/15/2020	57762	CARLISLE / WORTMAN	REC MASTER PLAN WORK	5,440.00	
06/15/2020	57763	CBTS	DISPATCH PHONE SYSTEM UPGRADE	6,173.32	
			PHONE PROGRAMMING	64.13	
			PHONE PROGRAMMING	32.06	
				6,269.51	
06/15/2020	57764	CINTAS CORPORATION	MED BOX - REFILL	72.96	
06/15/2020	57765	CITY OF OAK PARK	REPAIR OF CASCADE SYSTEM	307.50	
06/15/2020	57766	COMMERCIAL CLIMATE CONTROLS CORP.	WATER LEAK - 2ND FLOOR - PIPE NEEDED INS	610.00	
			WATER LEAK ON COMP RM UNIT	160.00	
			EAST CONDENSING UNIT DOWN	1,727.40	
				2,497.40	
06/15/2020	57767	CREGGER PLUMBING	1849 CAMBRIDGE - OUTSIDE LEAD LINE REPLA	2,195.00	

06/15/2020	57768	DEALER AUTO PARTS SALES	DPW / P.S. PARTS	309.45
06/15/2020	57769	DEAN SELLERS FORD	DPW #5 - OUTSIDE REPAIR	119.00
06/15/2020	57770	DEERBROOK CONSTRUCTION CO.	RE-ISSUE CHECK - BLDG. BRICK LEAK PREVEN	7,325.00
06/15/2020	57771	DTE ENERGY	2450 BEVERLY BLVD. - 04/28/20 - 05/27/20	77.01
			3226 BACON - 04/28/20 - 05/27/20	393.07
				470.08
06/15/2020	57772	DTE ENERGY	STREETLIGHT - 05/01/20 - 05/31/20	14,795.71
06/15/2020	57773	EJ USA, INC.	WATER - MH COVERS	3,395.20
			WATER - FITTINGS	449.50
				3,844.70
06/15/2020	57774	EZELL SUPPLY CORPORATION	MAINTENANCE SUPPLIES	95.94
			MAINTENANCE SUPPLIES	77.94
				173.88
06/15/2020	57775	FALCON ASPHALT REPAIR EQUIPMENT	#13 DPW - PARTS	1,036.27
			#13 DPW - PARTS	189.00
				1,225.27
06/15/2020	57776	FRANKS LANDSCAPING & SUPPLIES LLC.	LOWER & REMOVE DIRT IN ALL FLOWER PLANT	6,800.00 V
			WEEKLY CLEAN UP / FLOWER PURCHASE / FLOW	12,751.67 V
				19,551.67
06/15/2020	57777	GALLAGHER FIRE EQUIPMENT COMPANY	SEMI-ANNUAL INSPEC. OF 911 ROOM	257.00
06/15/2020	57778	GRANITE INLINER, LLC	SEWER LINING - ANNUAL CONTRACT	286,462.00
06/15/2020	57779	GREAT LAKES PEST CONTROL CO	DPW PEST CONTROL - MAY 2020	40.00
			PEST CONTROL	40.00
				80.00
06/15/2020	57780	GRISSIM METZ ANDRIESE	BERKLEY HIGH SCHOOL PROJECT	5,900.00
06/15/2020	57781	GUNNERS METERS & PARTS INC.	WATER - CURB STOPS	360.00
06/15/2020	57782	HAFELI, STARAN, & CHRIST, P.C.	MAY LEGAL SERVICES	6,527.50
06/15/2020	57783	HOWARD L. SHIFMAN P.C.	MAY LABOR LEGAL SERVICES	552.00
06/15/2020	57784	HOWELL NATURE CENTER	HOWELL NATURE CENTER PROGRAM	100.00
06/15/2020	57785	HUBBELL, ROTH & CLARK	2020 SIDEWALK REPLACE. PROGRAM	1,392.38
			GIS SUPPORT - SIGN. INV. & SECURITY	707.60
			2020 - 2021 ROAD IMPROVE. - DESIGN	4,843.41
			ENGINEERING FOR PARK	497.12
				7,440.51
06/15/2020	57786	HYDROCORP	MAY 2020 CROSS CONNECTION	1,658.00
06/15/2020	57787	J.H. HART URBAN FORESTRY	TREE REMOVAL/TRIM 5/18/20 - 5/22/20	9,528.00
			TREE TRIM & REMOVAL 6/1/20 - 6/5/20	9,727.75
			TREE TRIM/REMOVAL 5/25/20 - 5/29/20	5,875.50
				25,131.25
06/15/2020	57788	JACK DEMMER FORD, INC.	C.H. CAR - MOULDING	358.60
06/15/2020	57789	JACK DOHENY COMPANIES, INC.	VECTOR - NOZZLES	401.68
06/15/2020	57790	JOSEPH KCHODL	PALEO JOE SUMMER READING	200.00
06/15/2020	57791	LARRY'S WELDING SUPPLY	MAY 2020 CYLINDER RENTAL	62.65
06/15/2020	57792	MAJIK GRAPHICS, INC.	GRAPHICS ON 47	185.00
06/15/2020	57793	MARTA SANDOVAL	SENIOR CONTRACTUAL	112.00
06/15/2020	57794	MCCOY MAINTENANCE, INC.	JUNE JANITORIAL	665.00
06/15/2020	57795	METRO PUMP SERVICE	FUEL & OIL - TANK PREV. MAINT.	627.50
06/15/2020	57796	MICHIGAN PETROLEUM	OIL	734.19
06/15/2020	57797	MIDWEST TAPE	HOOPLA DIGITAL CONTENT	961.99
06/15/2020	57798	MUNICODE	CODIFICATION OF 2019 ORDINANCES	4,268.50
			MUNICODE SUBSCRIPTION	350.00
				4,618.50

06/15/2020	57799	NORFIELD DEVELOPMENT PARTNERS, LLC	DPW MISS DIG SOFTWARE - JUNE 2020	199.00
06/15/2020	57800	NYE UNIFORM	2 CARGO PANTS - ROBERTS	137.00
06/15/2020	57801	O'REILLY AUTOMOTIVE, INC.	SHOP TOWELS & GLASS CLEANER	27.46
06/15/2020	57802	OAKLAND COUNTY	MAY 2020 SEWAGE TREATMENT	232,750.75
			REAL & PERSONAL PROP ASSESSMENTS	112,218.89
				344,969.64
06/15/2020	57803	ON DUTY GEAR	BODY ARMOR - ANDERSON	1,020.00
06/15/2020	57804	OVERDRIVE, INC.	OVERDRIVE DIGITAL CONTENT	1,064.99
			OVERDRIVE DIGITAL CONTENT	541.39
				1,606.38
06/15/2020	57805	P. A. MORRIS COMPANY	SPECIAL MEETING / PROD. OF MINUTES 06/04	150.00
06/15/2020	57806	PARTSMASTER	TOOLS - TORQUE WRENCH	391.02
			TOOLS - THERMAPOD	122.18
			PURELL / COVID	202.29
				715.49
06/15/2020	57807	PITNEY BOWES GLOBAL FINANCIAL SERV.	FOLDER / DPW - 3/30/20 - 6/29/20	924.72
			MAILING MACHINE	680.01
				1,604.73
06/15/2020	57808	PITNEY BOWES INC.	APRIL 2020 PSX PROGRAM FEE/SORTER	5.00
			APRIL 2020 WATER POSTAGE	96.72
				101.72
06/15/2020	57809	RENU POWER TOOL & SUPPLY	P.S. - SAW, RESCUE	63.00
06/15/2020	57810	ROAD COMMISSION OF OAKLAND CO	JANUARY 2020 TRAFFIC SIGNAL MAINT.	856.65
06/15/2020	57811	S/E OAK. CTY WATER AUTHORITY	MAY 2020 BULK WATER	68,624.26
06/15/2020	57812	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE & PICKUPS 5/15/20 - 05/31	48,477.00
06/15/2020	57813	SCHENA ROOFING & SHEET METAL	EMERG. REPAIR ROOF LEAK	625.00
06/15/2020	57814	SEHI COMPUTER PRODUCTS	HP LAPTOP EXTENDED WARRANTY	178.00
06/15/2020	57815	STAPLES	OFFICE SUPPLIES	202.53
06/15/2020	57816	STATE OF MICH-DEPT OF TREASURY	MAY 2020 MI TAX WITHHOLDING FOR ACTIVES	18,653.50
06/15/2020	57817	STATE OF MICH-DEPT OF TREASURY	MAY 2020 MI TAX WITHHOLDING FOR RETIREES	2,859.82
06/15/2020	57818	STATE OF MICHIGAN	ANN. CERT. RENEWAL, INSPEC. - 1 YR. DEVI	185.00
06/15/2020	57819	STEWART & SONS CONCRETE	LOCAL ROAD & UTILITY PATCHES	20,487.05
06/15/2020	57820	STRYKER SALES CORPORATION	PT. STRAPS - LUCAS	159.13
06/15/2020	57821	TARGETSOLUTIONS LEARNING LLC	TARGET SOLUTIONS CHECK IT STATION/VEH.	563.41
06/15/2020	57822	THE HARTFORD	JUNE 2020 PREMIUM FOR ACTIVES	288.20
			JUNE 2020 PREMIUM FOR ACTIVES	1,938.95
				2,227.15
06/15/2020	57823	THE RAPID GROUP, LLC	SHREDDING SERVICE	138.75
06/15/2020	57824	TRANSUNION RISK AND ALTERNATIVE	TLOXP INVEST. SERV - MAY	114.00
06/15/2020	57825	TRUCK & TRAILER SPECIALTIES, INC.	NEW #23 - BUILD OUT 2 OF 2	3,727.67
			NEW #23 - BUILD OUT 1 OF 2	120,873.20
				124,600.87
06/15/2020	57826	UNITED STATES POSTAL SERVICE	POSTAGE	450.00
06/15/2020	57827	WINDSTREAM	FOR SERVICE 05/04/20 - 06/03/20	633.96
06/15/2020	57828	WOW! BUSINESS	WOW INTERNET SERVICE	216.99
06/15/2020	57829	XEROX CORPORATION	MAY 2020 PAYMENT FOR S/N B0W-869461	652.60
			XEROX USER FEES - 4/21 - 5/21	47.88
				700.48
06/18/2020	57830	FRANKS LANDSCAPING & SUPPLIES LLC.	LOWER & REMOVE DIRT IN ALL FLOWER PLANT	6,800.00
06/25/2020	57831	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN #6304 - PR #13	4,015.00
06/25/2020	57832	DEAN SELLERS FORD	410 - ACCIDENT REPAIR	16,944.35
06/25/2020	57833	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #1	82.99
			CHILD SUPPORT CASE NO. 913286400 - PR #1	128.05

			CHILD SUPPORT CASE NO. 913488854 - PR #1	64.14
				275.18
06/25/2020	57834	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #13 EMPL. DEDUCT. (ROTH) - PR #13	5,265.18 1,036.98
				6,302.16
06/25/2020	57835	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #13	565.38
06/25/2020	57836	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #13 EMPLOYEE DEDUCT. - LOAN - PR #13	2,137.72 123.40
				2,261.12
06/25/2020	57837	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #13	105.00
06/30/2020	57838	21ST CENTURY MEDIA - MICHIGAN	SYNOPSIS OF ORDINANCE PH-CC SYNOPSIS OF ORDINANCE PH-CC SYNOPSIS OF ORDINANCE PH-CC PH-CC SYNOPSIS OF ORDINANCES PH-CC SYNOPSIS OF ORDINANCES PH-CC SYNOPSIS OF ORDINANCES	201.00 191.24 129.27 449.36 115.00 187.23
				1,273.10
06/30/2020	57839	ADN ADMINISTRATORS, INC.	ADMINISTRATIVE FEE FOR JULY 2020	948.75
06/30/2020	57840	ADT COMMERCIAL LLC	6/27/20 - 7/26/20 DPW ALARM MONITORING	74.90
06/30/2020	57841	ADVANCED MARKETING PARTNERS, INC.	TAX BILL BLANKS SUMMER 2020	387.00
06/30/2020	57842	ALLIANCE MOBILE HEALTH	BLOOD DRAW FOR PATIENT NO. 209305 BLOOD DRAW FOR PATIENT NO. 209095 BLOOD DRAW FOR PATIENT NO. 209511 BLOOD DRAW FOR PATIENT NO. 209508 BLOOD DRAW FOR PATIENT NO. 209566	148.00 148.00 148.00 148.00 148.00
				740.00
06/30/2020	57843	ALPHA PSYCHOLOGICAL SERVICES	OFC PSYCH EVAL - BORING	725.00
06/30/2020	57844	AMAZON CAPITAL SERVICES	THERMOMETER COVID-19 #53 PARTS #53 PARTS LIGHT GRABBER WATER DEPT. - IPAD CASES FLAG ELECTION OFFICE SUPPLIES TWO VINYL HYDRANT BAGS TABLET CASE ROPE BAGS, STANDPIPE BAG & WATER CAN CAR LAPTOP BAGS COPPER TAPE ELITEBOOK 850 CAMERA ACCESSORIES OFFICE SUPPLIES	330.30 88.04 23.58 75.96 129.75 37.99 19.64 321.92 63.84 578.82 77.97 5.98 1,148.00 432.37 8.95
				3,343.11
06/30/2020	57845	AMERICAN STANDARD ROOFING LLC	2518 MORTENSON BLVD.	100.00
06/30/2020	57846	B-DRY SYSTEM OF SOUTHEASTERN MI	4155 TYLER AVE.	75.00
06/30/2020	57847	BASIC	ADMINISTRATION FEE FOR JUNE 2020	50.00
06/30/2020	57848	BELL EQUIPMENT COMPANY	#22 PARTS #22 PARTS	233.69 2,058.81
				2,292.50
06/30/2020	57849	BIG D LOCK CITY	VARIOUS CITY HALL KEYS	29.99
06/30/2020	57850	BILLINGS LAWN EQUIPMENT	DPW LAWN PARTS P & R / PS / DPW PARTS	17.56 81.11
				98.67
06/30/2020	57851	BRILLANT SYSTEMS, LLC	EQUATURE RECORDING PROB. - REPAIR	2,189.98

06/30/2020	57852	CADILLAC ASPHALT, LLC	COLD PATCH	286.13
06/30/2020	57853	CATALYST MEDIA FACTORY	MEDIA RELATIONS	250.00
06/30/2020	57854	CMNTV	MAY CABLE PRODUCTION/MASTER PLAN WEBINAR	2,690.00
06/30/2020	57855	CONSUMERS ENERGY	2395 12 MILE RD. - 05/08/20 - 06/05/20	384.45
			3155 COOLIDGE HWY. - 05/08/20- 06/05/20	155.93
			3238 BACON - 05/08/20 - 06/08/20	58.96
			3300 BACON - 05/08/20 - 06/08/20	261.81
			3322 COOLIDGE HWY. - 05/08/20 - 06/05/20	228.91
				1,090.06
06/30/2020	57856	CONTRACTORS CLOTHING CO.	UNIFORM - A. WOZNIAK	37.22
			UNIFORMS - K. OZANICH	71.94
			UNIFORM - M. WELLS	31.49
			UNIFORMS - B. LAPINE	84.51
			UNIFORM - J. GROZDE	7.84
			UNIFORMS	1,491.81
			MAINTENANCE SUPPLIES	119.43
			EQUIPMENT	289.48
				2,133.72
06/30/2020	57857	CONTRACTORS CONNECTION	BARRICADES & SUPPLIES	1,048.80
			WATER - TOOLS	149.70
			WATER - SAFETY GLASSES	842.00
			WATER - SAFETY GLASSES	96.00
				2,136.50
06/30/2020	57858	CORBINDESIGN	FOR PROFESSIONAL SERVICES - FEBRUARY & M	661.25
06/30/2020	57859	CREGGER PLUMBING	2994 KIPLING - LEAD SERVICE	2,095.00
06/30/2020	57860	D RICHARDS CONSTRUCTION	3234 KIPLING AVE.	50.00
06/30/2020	57861	DEALER AUTO PARTS SALES	#82 P & R	458.95
06/30/2020	57862	DEAN SELLERS FORD	#9 - PARTS	597.35
06/30/2020	57863	DELUXE FOR BUSINESS	A/P VENDOR CHECKS	1,433.11
06/30/2020	57864	DTE ENERGY	2261 ROBINA - 05/12/20 - 06/11/20	174.00
			2100 BACON - 05/12/20 - 06/11/20	69.13
			2400 ROBINA - 05/12/20 - 06/11/20	759.95
			2471 DOROTHEA RD. - 05/12/20 - 06/11/20	14.00
			2398 12 MILE RD. - 05/12/20 - 06/11/20	49.68
			3341 ROBINA - 05/12/20 - 06/11/20	68.07
			3155 COOLIDGE HWY. - 05/12/20 - 06/11/20	475.18
			3238 BACON - 05/12/20 - 06/11/20	170.38
			2395 12 MILE RD. - 05/12/20 - 06/11/20	6,268.61
				8,049.00
06/30/2020	57865	DTE ENERGY	UTILITIES (2400 ROBINA)	188.55
06/30/2020	57866	DURST LUMBER CO	MISC. ITEMS	209.97
06/30/2020	57867	EGANIX	JUNE 2020 GREASE CONTROL / SEWERS	480.00
06/30/2020	57868	EMILY CAWTHON	PROGRAM FEE	100.00
06/30/2020	57869	FIELDS CONSTRUCTION	2982 KIPLING AVE.	75.00
06/30/2020	57870	FOUNDATION SYSTEMS OF MICHIGAN	3174 PHILLIPS AVE.	50.00
			2327 OAKSHIRE AVE.	75.00
				125.00
06/30/2020	57871	GOODYEAR AUTO SERVICE CENTER	DPW / PS / P & R	63.00
06/30/2020	57872	GREAT LAKES PEST CONTROL CO	PEST CONTROL	60.00
			BUILDING MAINTENANCE	40.00
				100.00
06/30/2020	57873	GREAT LAKES WATER AUTHORITY	IWC FOR MAY 2020	3,004.82
06/30/2020	57874	H.D. EDWARDS & CO.	WATER DEPT.	109.50
06/30/2020	57875	HENDERSON GLASS, INC.	OFFICE COVID BARRIER	1,100.00
06/30/2020	57876	HENRY FORD HEALTH SYSTEM	1ST QUARTER EAP SERVICES	725.00
06/30/2020	57877	HOME DEPOT CREDIT SERVICES	DISPATCH RENO / DB SINK/CABINET	620.52
06/30/2020	57878	HUBBELL, ROTH & CLARK	2020 SIDEWALK REPLACE. PROGRAM	861.88
			2020 - 2021 ROAD IMPROVE. - DESIGN	2,193.32
			OXFORD PHILLIPS CE SERVICES (ESCROW)	785.36

			GIS SUPPORT - SIGN & TREE INVENTORY ENGINEERING	692.25 3,532.98
				8,065.79
06/30/2020	57879	HUNT SIGN CO LTD	SIGNS CORONAVIRUS EXPENSES	1,005.00 407.25
				1,412.25
06/30/2020	57880	HUNTINGTON HOME LLC	3015 KENMORE RD.	75.00
06/30/2020	57881	J G CLARK CONTRACTING	2293 EDGEWOOD BLVD.	50.00
06/30/2020	57882	J.H. HART URBAN FORESTRY	TREE TRIMMING 6/8/20 - 6/12/20 TREE TRIM, REMOVAL 6/15/20 - 6/19/20	4,560.00 6,596.50
				11,156.50
06/30/2020	57883	JACK DEMMER FORD, INC.	P.S. PARTS #5 DPW	499.54 26.56
				526.10
06/30/2020	57884	JACK DOHENY COMPANIES, INC.	LATERAL LAUNCH CAMERA SYSTEM	83,974.55
06/30/2020	57885	JENNIFER FINNEY	REIMBURSEMENT FOR TAGS	51.03
06/30/2020	57886	JRM PROGRAMMING THE RAIN	FULL SYSTEM INSPECTION	200.00
06/30/2020	57887	JULIAN BALLESTAS	1849 CAMBRIDGE RD.	50.00
06/30/2020	57888	KANOPY, INC.	KANOPY DIGITAL CONTENT	112.00
06/30/2020	57889	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIP RENTAL	90.00
06/30/2020	57890	LIFELOC TECHNOLOGIES, INC	MOUTH PIECES - 2 BOXES	70.00
06/30/2020	57891	MALONEY TRUCKING	WATER	910.00
06/30/2020	57892	MARINE CITY NURSERY CO	SPRING NEW TREE ORDER - BLVD'S	9,195.00
06/30/2020	57893	MCCOY MAINTENANCE, INC.	DPW CUSTODIAL / JUNE 2020 JANITORIAL SERVICES	175.00 798.66
				973.66
06/30/2020	57894	MCKENNA	MAY 2020 INSPECTIONS	24,201.75
06/30/2020	57895	MR. ROOF HOLDING COMPANY LLC	2011 THOMAS AVE. 4290 ROBINA AVE.	75.00 75.00
				150.00
06/30/2020	57896	NATHAN PAPKE	REIMBURSEMENT FOR BOOT REPAIR	220.00
06/30/2020	57897	NELSON BROTHERS SEWER & PLUMBING	CROSS CONNECTION TEST	315.00
06/30/2020	57898	NEWEGG BUSINESS, INC.	LAPTOPS - WORK AT HOME	1,539.32
06/30/2020	57899	NEWTON CRANE ROOFING INC.	ROOF LADDER SAFETY POST	1,275.00
06/30/2020	57900	NICHOLAS MARVIN BOBBITT	3621 BUCKINGHAM RD.	100.00
06/30/2020	57901	NICOLE OMELL	1246 WEST BLVD.	50.00
06/30/2020	57902	NORTHERN SIGN CO INC	2583 SUNNYKNOLL AVE.	50.00
06/30/2020	57903	NYE UNIFORM	1 - L/S SHIRT GOTHARD BORING - UNIFORMS BOOTS - GEARY BOOTS - BLANCHARD UNIFORMS - BORING	49.50 441.99 315.00 79.50 1,567.83
				2,453.82
06/30/2020	57904	OVERDRIVE, INC.	OVERDRIVE DIGITAL CONTENT OVERDRIVE CONTENT DONATED FUNDS	1,227.62 126.22
				1,353.84
06/30/2020	57905	P. A. MORRIS COMPANY	SPECIAL MEETING ATTENDANCE FOR 05/21/20 REGULAR MEETING ATTENDANCE FOR 06/10/20	150.00 150.00
				300.00
06/30/2020	57906	PARTSMASTER	REMAINING BALANCE FOR FREIGHT PARTS FOR PS / DPW / P & R	14.71 457.05
				471.76

06/30/2020	57907	PITNEY BOWES INC.	MAY 2020 PSX PROGRAM FEE/SORTER	5.00
06/30/2020	57908	POWER HOME REMODELING GROUP	2937 WAKEFIELD RD.	100.00
06/30/2020	57909	PRECISION DATA PRODUCTS	INK FOR DB	46.76
06/30/2020	57910	PRINTING SYSTEMS	BALLOT CONTAINER CERTIFICATE	16.50
06/30/2020	57911	QUANTUM SERVICES GROUP, LLC	SERVER BACKUP SYSTEM	400.00
			IT SERVICES	405.00
				805.00
06/30/2020	57912	QUIET STORM PUBLISHING LLC	SUMMER READING VIRTUAL PROGRAM	100.00
06/30/2020	57913	RKA PETROLEUM COS, INC	89 MIDGRADE FUEL OIL	10,802.48
			#2 ULTRA LOW DIESEL	939.79
				11,742.27
06/30/2020	57914	ROAD COMMISSION OF OAKLAND CO	12 MILE PROJECT - BERKLEY SHARE OF COSTS	180,212.00
06/30/2020	57915	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE PICKUPS 6/1/20 - 6/15/20	42,173.00
			MAY 2020 SPECIALS & PICKUPS (CITY)	1,122.11
				43,295.11
06/30/2020	57916	SCHOLASTIC INC. EDUCATION	SUMMER READING BOOKS	451.19
06/30/2020	57917	SEAN RAFTERY	2215 GARDNER AVE.	50.00
06/30/2020	57918	SJR PAVEMENT REPAIR	SPRAY PATCH	7,724.46
06/30/2020	57919	SMOLYANOV HOME IMPROVEMENT	3866 OAKSHIRE AVE.	75.00
			3453 CATALPA DR.	75.00
				150.00
06/30/2020	57920	STEWART & SONS CONCRETE	OXFORD & HENLEY SIDEWALK RAMPS	11,000.00
			INSTALL CONCRETE PAD / REMOVE ALL SPOILS	550.00
				11,550.00
06/30/2020	57921	SUNOCO OF BERKLEY	FUEL - SQUAD CARS	212.78
06/30/2020	57922	THE LIBRARY NETWORK	CIRCUIT COST	1,200.16
06/30/2020	57923	THERESA WENDZINSKI	2370 HARVARD RD.	50.00
06/30/2020	57924	TIRE WHOLESALERS COMPANY INC	#19 TRAILER DPW	182.00
06/30/2020	57925	TODD PHILLIP COLLETT	2696 GREENFIELD RD.	50.00
06/30/2020	57926	VESCO OIL CORPORATION	PARTS CLEANER	93.25
06/30/2020	57927	WOW! BUSINESS	CABLE	41.78
				41.78
Total of 187 Checks:				1,631,712.50
Less 1 Void Checks:				19,551.67
Total of 186 Disbursements:				1,612,160.83

CITY OF BERKLEY
ACH TRANSFERS

VENDOR

6/1/2020	INTERNAL REVENUE SERVICE	\$	15,442.39
6/1/2020	INTERNAL REVENUE SERVICE	\$	44,558.30
6/4/2020	MERS	\$	78,029.93
6/12/2020	INTERNAL REVENUE SERVICE	\$	37,897.86
6/12/2020	PSO UNION DUES	\$	720.00
6/12/2020	PS COMMAND UNION DUES	\$	400.00
6/12/2020	DPW UNION DUES	\$	308.00
6/26/2020	PSO UNION DUES	\$	720.00
6/26/2020	PS COMMAND UNION DUES	\$	400.00
6/29/2020	PITNEY BOWES	\$	4,000.00
6/30/2020	INTERNAL REVENUE SERVICE	\$	41,585.76
		\$	224,062.24

City Clerk

We hereby certify that the foregoing is a true and correct list of bills and that they have been approved by the City Council and this is the authority to issue checks in the amounts stated and charge them in the various accounts.

Daniel Terbrack, Mayor

Victoria Mitchell, City Clerk



CITY OF BERKLEY
CHECK WARRANT
#1353
JULY 2020

<u>Check Date</u>	<u>Check</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>	<u>Voided?</u>
07/02/2020	57928	APWA	ANNUAL DUES 9/1/20 - 08/31/21	233.00	
07/02/2020	57929	BLUE CROSS BLUE SHIELD OF MICHIGAN	JULY 2020 PREMIUM FOR SUFFIX 600 JULY 2020 PREMIUM FOR SUFFIX 601	6,381.62 25,982.31	
				32,363.93	
07/02/2020	57930	ICCA	MEMBERSHIP FEE	2,050.00	
07/02/2020	57931	MICH MUN. WORKERS COMP FUND	COVERAGE PERIOD 7/1/20 - 6/30/21	118,375.00	
07/02/2020	57932	MICHIGAN RURAL WATER ASSOCIATION	MEMBERSHIP FOR JULY 2020 - JUNE 2021	875.00	
07/02/2020	57933	MICHIGAN.COM	RENEWAL OF SUBSCRIPTION FOR 6 MONTHS RENEWAL OF SUBSCRIPTION 7/1/20 - 12/31/2	60.01 188.98	
				248.99	
07/02/2020	57934	MUNICIPAL ADVISORY COUNCIL OF MICH.	OVERLAPPING DEBT REPORT	100.00	
07/02/2020	57935	THE HARTFORD	JULY 2020 PREMIUM FOR RETIREES JULY 2020 PREMIUM FOR ACTIVES	288.20 1,934.38	
				2,222.58	
07/02/2020	57936	VIGILANTE SECURITY, INC.	ALARM SERVICE	312.00	
07/02/2020	57937	WATCHGUARD VIDEO	SOFTWARE & HOSTING / UNLIMITED SHARED	10,425.00	
07/09/2020	57938	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN #6304 - PR #14	4,015.00	
07/09/2020	57939	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #1 CHILD SUPPORT CASE NO. 913286400 - PR #1 CHILD SUPPORT CASE NO. 913488854 - PR #1	82.99 128.05 64.14	
				275.18	
07/09/2020	57940	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #14 EMPL. DEDUCT. (ROTH) - PR #14	7,423.30 1,247.04	
				8,670.34	
07/09/2020	57941	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #14	567.00	
07/09/2020	57942	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #14 EMPLOYEE DEDUCT. - LOAN - PR #14	2,290.74 123.40	
				2,414.14	
07/09/2020	57943	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #14	105.00	
07/15/2020	57944	ADVANCE AUTO PARTS	FILTERS FOR DPW & P&R DPW / SMART BUS PARTS	13.20 44.02	
				57.22	
07/15/2020	57945	ALBERT C. SANOM RES. BUILDER	RE-ISSUE CHECK FOR 4263 GARDNER AVE,	100.00	
07/15/2020	57946	ALLIANCE MOBILE HEALTH	BLOOD DRAW FOR PATIENT NO. 2010171 BLOOD DRAW FOR PATIENT NO. 2010098 BLOOD DRAW FOR PATIENT NO. 2010047 BLOOD DRAW FOR PATIENT NO. 209802 BLOOD DRAW FOR PATIENT NO. 209769	148.00 148.00 148.00 148.00 148.00	
				740.00	
07/15/2020	57947	AMAZON CAPITAL SERVICES	SPEAKER BARS LAPTOP MEMORY MONITOR ADAPTERS SURGE PROTECTOR LAPTOP BAGS PHONE CABLE	77.40 66.07 30.96 30.11 47.58 7.99	

			HAND SANITIZER	85.59
			4 WALL MOUNTS - DISP. PROJECT	59.96
			WATER SUPPLIES - STRAPS	631.69
				1,037.35
07/15/2020	57948	APOLLO FIRE EQUIPMENT	4 HELMET / BOOT SHELVES	148.67
07/15/2020	57949	AT&T	ACCT. NO. 24854624000218 - 06/25/20 - 07	648.18
07/15/2020	57950	AXON ENTERPRISE, INC.	TASER INSTRUCTOR RECERT. - PAPKE, MUELLE	1,485.00
07/15/2020	57951	BELL EQUIPMENT COMPANY	SWEEPER RENTAL	3,500.00
			SWEEPER RENTAL - 2 OF 3	3,500.00
			SWEEPER RENTAL - 3 OF 3	400.00
				7,400.00
07/15/2020	57952	BIG D LOCK CITY	EQUIPMENT SUPPLIES	74.00
07/15/2020	57953	BLUE CROSS BLUE SHIELD OF MICH	JUNE 2020 CLAIMS	84,957.79
07/15/2020	57954	BRILLANT SYSTEMS, LLC	DECONSTRUCT/RECONSTRUCT ALL DISP POSITIO	2,625.26
			DISP RACK/SHELF PNEUMOD RELAY	450.10
				3,075.36
07/15/2020	57955	BRODART CO.	BOOK JACKETS	236.70
07/15/2020	57956	C & G NEWSPAPERS	ZBA PH NOTICE	373.12
07/15/2020	57957	CADILLAC ASPHALT, LLC	COLD PATCH	83.78
07/15/2020	57958	CAMELOT CLEANERS	PRISONER BLANKET CLEANING - JUNE	76.61
07/15/2020	57959	CARLISLE / WORTMAN	CONTRACTUAL SERVICES	1,062.50
			MASTER PLAN	9,425.00
				10,487.50
07/15/2020	57960	CATALYST MEDIA FACTORY	SOCIAL MEDIA SERVICES FOR JULY, AUGUST,	1,500.00
			BRAND AMBASSADOR PROGRAM JULY-SEPT.	1,300.00
				2,800.00
07/15/2020	57961	CBTS	DISPATCH PHONE SYSTEM UPGRADE	5,654.85
			DISPATCH PHONE SYSTEM UPGRADE	6,964.40
			PHONE PROGRAMMING	96.19
			PHONE PROGRAMMING	32.06
			PHONE PROGRAMMING	64.13
			PHONE PROGRAMMING	336.50
				13,148.13
07/15/2020	57962	CDW GOVERNMENT, INC.	LAPTOPS	1,681.06
07/15/2020	57963	CINTAS CORPORATION	MED BOX REFILL	48.80
07/15/2020	57964	CITY OF BERKLEY-DPW PETTY CASH	PETTY CASH REIMBURSEMENT	926.61
07/15/2020	57965	CMV LANDSCAPE & EQUIPMENT COMPANY	4168 ROBINA CONCRETE REPAIR/WTR	2,902.50
			2994 KIPLING CONCRETE REPAIR/WTR	1,305.00
			3621 BUCKINGHAM CONCRETE RPR/WTR	193.75
			3733 CUMMINGS CONCRETE RPR/WTR	4,125.00
			2826 COOLIDGE CONCRETE RPR/WTR	945.00
			3947 WAKEFIELD CONCRETE RPR/WTR	1,837.50
			1849 CAMBRIDGE CONCRETE RPR/WTR	2,625.00
			3991 CUMMINGS CONCRETE RPR/WTR	6,620.00
				20,553.75
07/15/2020	57966	COMMERCIAL CLIMATE CONTROLS CORP.	PNUEMATIC LEAKS	360.00
			NOT COOLING	252.00
			REPLACE AIR COMPRESSOR PUMP	996.00
			WEST UNIT - NO OPERATION EXCEPT SOUTH FA	1,451.99
			SPRING INSPECT - CHG. FILTERS/ADJ. BELTS	670.00
			COOLING INSPECTION CHANGED AIR FILTERS	379.33
				4,109.32
07/15/2020	57967	CONTRACTORS CONNECTION	WATER - BROOMS	99.15
			WATER - GLOVES	198.00

				297.15
07/15/2020	57968	COSTCO WHOLESALE	MEMBERSHIP	60.00
07/15/2020	57969	CREGGER PLUMBING	1673 EATON RD. 1849 CAMBRIDGE RD.	500.00 500.00
				1,000.00
07/15/2020	57970	DEMCO	16 BOTTLES OF CREAM GLUE	119.36
07/15/2020	57971	DRAIN DETECTIVES LLC	1919 CAMBRIDGE RD.	500.00
07/15/2020	57972	DTE ENERGY	2450 BEVERLY BLVD. - 05/28/20 - 06/25/20 3226 BACON - 05/28/20 - 06/25/20 2990 12 MILE RD. - 05/12/20 - 06/11/20	63.42 496.48 22.06
				581.96
07/15/2020	57973	EJ USA, INC.	WATER - CURB BOXES WATER - HYDRANT PARTS	905.20 593.79
				1,498.99
07/15/2020	57974	ELLIOTT SAW WORKS INC.	WATER - DRILL BIT SHARPENING	10.00
07/15/2020	57975	EVANS PLUMBING INC.	1338 OXFORD RD.	500.00
07/15/2020	57976	EZELL SUPPLY CORPORATION	SUPPLIES & BAGS FOR ALL DEPTS. BLDG. DPW / CLUTCH	1,433.12 102.57
				1,535.69
07/15/2020	57977	GENSON'S PLUMBING	1964 KIPLING AVE.	500.00
07/15/2020	57978	GRANGER CONSTRUCTION CO.	RE-ISSUE CHECK FOR 1833 COOLIDGE	685.00
07/15/2020	57979	GUNNERS METERS & PARTS INC.	WATER - INSERTS	382.00
07/15/2020	57980	HAFELI, STARAN, & CHRIST, P.C.	JUNE LEGAL SERVICES	7,040.00
07/15/2020	57981	HENDERSON GLASS, INC.	CORONAVIRUS EXPENSES PLEXIGLASS FOR CITY HALL	1,280.00 2,850.00
				4,130.00
07/15/2020	57982	HENRY FORD HEALTH SYSTEM	MED - RITTER & ALASADI	646.00
07/15/2020	57983	HENRY FORD HEALTH SYSTEM	EAP SERVICES FOR 06/01/20 - 08/31/20	725.00
07/15/2020	57984	HOME DEPOT CREDIT SERVICES	SIGNS	9.22
07/15/2020	57985	HOWARD L. SHIFMAN P.C.	FOR SERVICES THRU JUNE 30, 2020	483.00
07/15/2020	57986	HUBBELL, ROTH & CLARK	PS ENTRY RENO PLANS/SURVEY RESIDENTIAL GRADING REVIEW BH LOT EXPANSION RESIDENTIAL GRADING REVIEW RESIDENTIAL GRADING REVIEW	859.04 650.00 1,756.65 650.00 650.00
				4,565.69
07/15/2020	57987	HUNT SIGN CO LTD	SIGNS	1,400.00
07/15/2020	57988	HYDROCORP	JUNE 2020 CROSS CONNECTION	1,658.00
07/15/2020	57989	IMAGE PRINTING	LIBRARY SIGNS & COVID SIGNAGE	183.60
07/15/2020	57990	INTERSTATE BILLING SERVICE	#18 - PARTS	236.32
07/15/2020	57991	ISCG	DISP. RENO - FURN DISP RENO FURN. FILE	4,302.25 929.39
				5,231.64
07/15/2020	57992	JACK DEMMER FORD, INC.	P.S. PARTS #2 PARTS P.S. PARTS	413.95 205.00 446.99
				1,065.94
07/15/2020	57993	JENNIFER FINNEY	REIMBURSEMENT FOR GIFT CARD (SCAVENGER H	25.00
07/15/2020	57994	JOHNSTON LEWIS ASSOCIATES, INC.	FUEL TANK INSURANCE 2020-2021	3,939.08
07/15/2020	57995	KANOPY, INC.	KANOPY DIGITAL CONTENT	106.00
07/15/2020	57996	KARYN CARRICO	14 WEEKS OF DETROIT NEWS & DETROIT FREE	280.00

07/15/2020	57997	KONICA MINOLTA BUSINESS SOLUTIONS	DPW COPIER MAINT. - APRIL DPW COPIER MAINT. - MAY	29.49 57.81
				87.30
07/15/2020	57998	LARRY'S WELDING SUPPLY	JUNE 2020 CYLINDER RENTAL	62.65
07/15/2020	57999	MAJIK GRAPHICS, INC.	OUTSIDE REPAIR TRUCK LABELS	988.00
07/15/2020	58000	MARK CODEN	UB refund for account: 040232500	467.87
07/15/2020	58001	MATZKA INCORPORATED	#18 - HOSE ASSEMBLY	67.86
07/15/2020	58002	MCCOY MAINTENANCE, INC.	CUSTODIAL SERVICES CUSTODIAL FINAL PAY FOR CITY HALL JANITORIAL SERVICES CUSTODIAL SERVICES	160.00 184.15 185.40 153.50
				683.05
07/15/2020	58003	METRO PUMP SERVICE	FUEL/OIL - FUEL ISLAND MAINT. (JUNE)	427.50
07/15/2020	58004	MICHIGAN LIBRARY ASSOC.	MLA MEMBERSHIP	767.30
07/15/2020	58005	MICHIGAN PETROLEUM	OIL	1,125.63
07/15/2020	58006	MIDWEST TAPE	HOOPLA DIGITAL CONTENT	1,016.29
07/15/2020	58007	MOTOR CITY FASTENER, LLC	SIGNS - HARDWARE	1,097.30
07/15/2020	58008	NATIONAL HOSE TESTING SPECIALITIES	2020 FIRE HOSE TESTING	1,668.70
07/15/2020	58009	NELSON BROTHERS SEWER & PLUMBING	4168 ROBINA AVE. 3234 KIPLING AVE.	1,000.00 1,000.00
				2,000.00
07/15/2020	58010	NEWEGG BUSINESS, INC.	LAPTOP BAGS LAPTOPS	50.44 1,539.98
				1,590.42
07/15/2020	58011	NYE UNIFORM	NEOPRENE KEVLAR PALM DUTY GLOVE - PALMER BOOTS - ROBERTS BORING - 1 PANT, 1 SOFT SHELL JACKET	39.50 134.50 188.98
				362.98
07/15/2020	58012	O'REILLY AUTOMOTIVE, INC.	DPW / P&R / PS DPW/P&R/PS/ TOOLS AND OIL	387.85 1,118.31
				1,506.16
07/15/2020	58013	OAKLAND COUNTY	JUNE 2020 SEWAGE TREATMENT	232,750.75
07/15/2020	58014	OLIVER CONSTRUCTION	2669 THOMAS AVE. 2669 THOMAS AVE.	1,500.00 800.00
				2,300.00
07/15/2020	58015	OVERDRIVE, INC.	OVERDRIVE DIGITAL CONTENT	973.79
07/15/2020	58016	PARTSMASTER	DPW PARTS - PAINT & COATING	235.10
07/15/2020	58017	PCI INDUSTRIES INC.	2338 COOLIDGE HWY., SUITE 100	755.00
07/15/2020	58018	PITNEY BOWES INC.	MAY 2020 WATER POSTAGE	85.08
07/15/2020	58019	PRECISION DATA PRODUCTS	HP TONER CARTRIDGES HP TONER CARTRIDGES	286.28 482.88
				769.16
07/15/2020	58020	REHRIG PACIFIC COMPANY	TOTERS	14,772.00
07/15/2020	58021	RKA PETROLEUM COS, INC	#2 ULTRA LOW DIESEL	1,022.44
07/15/2020	58022	ROAD COMMISSION OF OAKLAND CO	RCOC SIGNAL MAINT. - FEB. RCOC SIGNAL MAINT. - MARCH RCOC SIGNAL MAINT. - APRIL RCOC SIGNAL MAINT. - MAY	246.47 961.47 1,402.92 292.92
				2,903.78
07/15/2020	58023	ROBERT LEE GATES	3846 ELLWOOD AVE.	800.00
07/15/2020	58024	ROCHESTER MIDLAND	SANOR SERVICE FOR CITY HALL	66.69
07/15/2020	58025	S/E OAK. CTY WATER AUTHORITY	JUNE 2020 BULK WATER	84,676.98

07/15/2020	58026	S/E OAK.CTY RESOURCE REC. AUTH	TRASH RECYCLE & PICKUPS 6/15/20 - 06/30/	48,477.00
07/15/2020	58027	SEHI COMPUTER PRODUCTS	HP ELITEDESK 800	750.00
07/15/2020	58028	SEMCOG	SEMCOG DUES	2,365.00
07/15/2020	58029	SITEONE LANDSCAPE SUPPLY, LLC	WATER	20.90
			12 MILE SPRINKLERS	77.74
				98.64
07/15/2020	58030	STAKHIV HOMES LLC	3621 BUCKINGHAM RD.	1,000.00
07/15/2020	58031	STAPLES	JUNE OFFICE SUPPLIES	222.68
07/15/2020	58032	STATE OF MICH-DEPT OF TREASURY	JUNE 2020 MI TAX WITHHOLDING & SALES TAX	15,307.19
07/15/2020	58033	STATE OF MICH-DEPT OF TREASURY	JUNE 2020 MI TAX WITHHOLDING FOR RETIREE	2,859.82
07/15/2020	58034	STEWART & SONS CONCRETE	UTILITY CUT CONCRETE REPAIRS	13,673.70
07/15/2020	58035	THE LIBRARY NETWORK	BOOKS & DVD'S	172.56
			SHARED AUTOMATION QUARTERLY CHARGES 7/1/	7,832.58
			ACQUISITION SERVICES FOR 7/1/20 - 9/30/2	1,031.51
			BOOKS	7,097.23
				16,133.88
07/15/2020	58036	TIRE WHOLESALERS COMPANY INC	#53 - TIRES	248.14
			#5 - TIRES	415.20
			P & R PARTS	130.00
				793.34
07/15/2020	58037	TRANSUNION RISK AND ALTERNATIVE	TLOXP INVEST SERVICES - JUNE 2020	110.00
07/15/2020	58038	TRUCK & TRAILER SPECIALTIES, INC.	#9 & #11 - LIGHTS	39.36
			#43 OUTSIDE REPAIR	1,865.48
				1,904.84
07/15/2020	58039	UNIVERSAL PLUMBING SUPPLY	WATER - PVC FITTINGS	36.57
			WATER - PVC FITTINGS	21.14
				57.71
07/15/2020	58040	VERIZON WIRELESS	IPAD FOR SERVICE 5/2/20- 6/1/20 & EQUIPM	3,974.05
			IPAD SERVICE FOR 06/02/20 - 07/01/20	194.11
			FOR SERVICE 05/21/20 - 06/20/20	1,308.70
				5,476.86
07/15/2020	58041	WATERTAP INC.	3801 ROYAL - HYDRANT REPLACE	1,012.00
07/15/2020	58042	WEINGARTZ	CEMENT SAW #54 - FUEL FILTERS	221.96
07/15/2020	58043	WINDER POLICE EQUIPMENT	410 - REPAIRS FROM CRASH	1,449.66
07/15/2020	58044	WINDSTREAM	FOR SERVICE 06/04/20 - 07/03/20	637.54
07/15/2020	58045	WOW! BUSINESS	CABLE	38.93
			WOW INTERNET SERVICE	216.99
				255.92
07/15/2020	58046	XEROX CORPORATION	XEROX USER FEES 5/21 - 6/21/20	75.31
			JUNE 2020 PAYMENT FOR S/N BOW-869461	392.93
				468.24
07/15/2020	58047	XPRT LAWN AND SNOW	NUISANCE	96.00
			NUISANCE CUT	533.00
				629.00
07/23/2020	58048	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN #6304 - PR #15	4,090.00
07/23/2020	58049	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #1	82.99
			CHILD SUPPORT CASE NO. 913286400 - PR #1	128.05
			CHILD SUPPORT CASE NO. 913488854 - PR #1	64.14
				275.18
07/23/2020	58050	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #15	6,023.57

			EMPL. DEDUCT. (ROTH) - PR #15	1,124.44
				7,148.01
07/23/2020	58051	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #15	570.77
07/23/2020	58052	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #15	2,231.95
			EMPLOYEE DEDUCT. - LOAN - PR #15	123.40
				2,355.35
07/23/2020	58053	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #15	105.00
07/31/2020	58054	21ST CENTURY MEDIA - MICHIGAN	PH - VACATION OF ALLEY	317.17
			PH - VACATION OF ALLEY	317.17
				634.34
07/31/2020	58055	3211 COOLIDGE LLC	SIDWELL # 04-25-18-229-025	41.62
07/31/2020	58056	360 DESIGN & DEVELOPMENT CORP.	1348 ELEVEN MILE RD.	75.00
07/31/2020	58057	AARON AND HILLARY TYE	1787 BEVERLY BLVD.	100.00
07/31/2020	58058	ABOVE ALL MASONRY & CONSTRUCTION	2058 ROSEMONT RD.	75.00
07/31/2020	58059	ABSOLUTELY BAFFLING MAGIC	PROGRAM FEE	600.00
07/31/2020	58060	ADN ADMINISTRATORS, INC.	ADMINISTRATIVE FEE FOR AUGUST 2020	943.00
07/31/2020	58061	ADVANCE AUTO PARTS	#41 PART	24.64
			DPW/PS/P&R	55.08
			DPW/PS/P&R - APPLY CM 18115214 TO INVOIC	670.17
				749.89
07/31/2020	58062	AERKO INTERNATIONAL MICH INC	35 - FREEZE & P 2 OZ CANS	434.00
07/31/2020	58063	AIRGAS USA, LLC	JUNE 2020 CYLINDER RENTAL	29.48
07/31/2020	58064	ALCO GLASS-MIRROR INC.	PLEXIGLASS PANELS	850.00
07/31/2020	58065	ALLIANCE MOBILE HEALTH	BLOOD DRAW FOR PATIENT NO. 2010421	148.00
			BLOOD DRAW FOR PATIENT NO. 2010818	148.00
			BLOOD DRAW FOR PATIENT NO. 2010817	148.00
			BLOOD DRAW FOR PATIENT NO. 2010621	148.00
			BLOOD DRAW FOR PATIENT NO. 2010360	148.00
			BLOOD DRAW FOR PATIENT NO. 2010363	148.00
			BLOOD DRAW FOR PATIENT NO. 20996	148.00
			BLOOD DRAW FOR PATIENT NO. 2010880	148.00
			BLOOD DRAW FOR PATIENT NO. 2010936	148.00
			BLOOD DRAW FOR PATIENT NO. 2010940	148.00
				1,480.00
07/31/2020	58066	ALPHA PSYCHOLOGICAL SERVICES	PSYCH EXAM - TYLER (DISPATCH)	725.00
07/31/2020	58067	AMAZON CAPITAL SERVICES	EXTERNAL DVD DRIVE	27.99
			TABLET CASES	219.96
			AIR CONDITIONER - DPW	629.00
			COFFEE FILTERS	19.31
			LAPTOP MEMORY	135.34
				1,031.60
07/31/2020	58068	APOLLO FIRE EQUIPMENT	NEW PPV FAN FOR T-4	4,776.00
07/31/2020	58069	ARMADILLO	UNIFORMS	156.25
07/31/2020	58070	B T'S CONSTRUCTION, INC	3528 BUCKINGHAM RD.	100.00
07/31/2020	58071	B-DRY SYSTEM OF SOUTHEASTERN MI	3855 CUMBERLAND RD.	50.00
			1881 PHILLIPS AVE.	75.00
			2981 WAKEFIELD RD.	75.00
				200.00
07/31/2020	58072	BASIC	ADMINISTRATION FEE FOR JULY 2020	50.00
07/31/2020	58073	BERKLEY GREEN LANTERN PROPERTIES	4033 TWELVE MILE RD.	100.00
07/31/2020	58074	BIG D LOCK CITY	KEYS	20.00
07/31/2020	58075	BLUE CROSS BLUE SHIELD OF MICHIGAN	AUGUST 2020 PREMIUM FOR SUFFIX 601	25,982.31
			AUGUST 2020 PREMIUM FOR SUFFIX 600	5,469.96

				31,452.27
07/31/2020	58076	BOB BROOKS COMPUTER SALES INC	TONER FOR TW PRINTERS	253.75
07/31/2020	58077	BRILLANT SYSTEMS, LLC	NETWORK HARDWARE	451.53
			REPAIR AVIGILON CAM SYST/TEMP EQUIP RENT	1,033.00
			MOVE EQUIP TO NEW COMM POSITION	602.00
			REPAIR BOOKING CEILING MICROPHONE	344.00
				2,430.53
07/31/2020	58078	C & G NEWSPAPERS	PUBLIC HEARING NOTICE	186.56
			AD	50.88
				237.44
07/31/2020	58079	CADILLAC ASPHALT, LLC	COLD PATCH	296.78
07/31/2020	58080	CBTS	EXTENDED HOURS MAINTENANCE AGREEMENT	1,608.00
			DISPATCH PHONE SYSTEM UPGRADE	7,389.02
				8,997.02
07/31/2020	58081	CHAD MICHAEL FILLMORE	877 COLUMBIA RD.	100.00
07/31/2020	58082	CHARTER TOWNSHIP OF WEST BLOOMFIELD	COVID RIBBONS	101.25
07/31/2020	58083	CINTAS CORPORATION	DPW / MED SUPPLIES	125.99
07/31/2020	58084	CITY OF BERKLEY	PROPERTY TAXES FOR 3339 CUMMINGS AVE.	5,152.16
			PROPERTY TAXES FOR 3358 BACON AVE.	4,203.97
			PROPERTY TAXES FOR 3358 BACON AVE.	485.75
			WATER BILL FOR 3339 CUMMINGS	213.70
				10,055.58
07/31/2020	58085	CMV LANDSCAPE & EQUIPMENT COMPANY	3690 11 MILE CONCRETE RPR/WTR	193.75
			1673 EATON CONCRETE RPR/WTR	2,893.75
			1691 EATON CONCRETE REPAIR/WATER	1,860.00
			1707 WILTSHIRE CONCRETE REPAIR/WATER	1,080.00
			1851 WILTSHIRE CONCRETE RPR/WATER	3,002.00
			3726 KENMORE CONCRETE RPR/WTR	3,300.00
				12,329.50
07/31/2020	58086	COMMERCIAL CLIMATE CONTROLS CORP.	POOR COOLING - 1 CONDENSING UNIT NOT WOR	160.00
07/31/2020	58087	CONSUMERS ENERGY	3155 COOLIDGE HWY. - 06/06/20 - 07/07/20	88.98
			3322 COOLIDGE HWY. - 06/06/20 - 07/07/20	89.48
			3300 BACON - 06/09/20 - 07/07/20	94.57
			3238 BACON - 06/09/20 - 07/07/20	18.72
			2395 12 MILE RD. - 06/06/20 - 07/07/20	124.05
				415.80
07/31/2020	58088	CONTRACTORS CONNECTION	WATER - GLOVES	1,386.00
			WATER - BARRICADE PANELS	323.70
				1,709.70
07/31/2020	58089	CREGGER PLUMBING	4290 ROBINA LEAD SERVICE	2,100.00
07/31/2020	58090	DDP BIKE SHARE CORPORATION	ANNUAL CONTRIB. FOR OPERATIONAL COSTS	1,615.00
07/31/2020	58091	DEPENDABLE BUILDERS	3675 PRAIRIE AVE.	800.00
07/31/2020	58092	DETROIT DIAMOND DRILLING, INC.	FUEL FOR FIRE TRUCK EQUIPMENT	31.96
07/31/2020	58093	DIPAOLA & REIF CONSTRUCTION CO.	1059 LARKMOOR BLVD.	200.00
07/31/2020	58094	DTE ELECTRIC COMPANY	POLE RENTAL FOR FIBER NETWORK	417.59
07/31/2020	58095	DTE ENERGY	2471 DOROTHEA RD. - 06/12/20 - 07/13/20	14.28
			2400 ROBINA - 06/12/20 - 07/13/20	771.35
			2395 12 MILE RD. - 06/12/20 - 07/13/20	6,427.66
			2099 OXFORD RD. - 05/09/20 - 06/10/20	20.04
			3155 COOLIDGE HWY. - 06/12/20 - 07/13/20	1,417.57
			2398 12 MILE RD. - 06/12/20 - 07/13/20	54.70
			3341 ROBINA - 06/12/20 - 07/13/20	39.00
			2990 12 MILE RD. - 06/12/20 - 07/13/20	21.61
			3238 BACON AVE. - 06/12/20 - 07/13/20	265.52

				9,031.73
07/31/2020	58096	DTE ENERGY	STREETLIGHT - 06/01/20 - 06/30/20 2400 ROBINA - 06/09/20 - 07/08/20	14,816.53 480.94
				15,297.47
07/31/2020	58097	ED RINKE CHEVROLET	#1 PARTS #1 PARTS #1 PARTS	17.04 70.38 243.57
				330.99
07/31/2020	58098	EJ USA, INC.	WATER - STRUCTURE COVERS WATER - STRUCTURE COVERS	391.59 2,546.40
				2,937.99
07/31/2020	58099	ELECTIONSOURCE	ELECTION BALLOT BAGS - AV & TRANSFER BAG	495.99
07/31/2020	58100	ERIC OSTROWSKI	CONTRACTUAL SERVICES	503.30
07/31/2020	58101	ETNA SUPPLY	SENSUS ANNUAL SUPPORT	3,000.00
07/31/2020	58102	EXCLUSIVE CUSTOM HOMES INC.	2861 KENMORE RD.	500.00
07/31/2020	58103	EZELL SUPPLY CORPORATION	10 DISPENSERS / 3 CARTONS TOWELS CORONAVIRUS EXPENSES	289.89 45.72
				335.61
07/31/2020	58104	FEDERAL PIPE & SUPPLY CO	DPW/CITY HALL - PLATE FOR DROP BOX	147.85
07/31/2020	58105	FERGUSON WATERWORKS #3386	WATER - PIPES - APPLY CM 009984 METERS METERS	476.40 5,231.90 6,240.30
				11,948.60
07/31/2020	58106	FIRE DEFENSE EQUIPMENT COMPANY	20# ABC EXTING W/ WALL HOOKS	119.37
07/31/2020	58107	FOUNDATION SYSTEMS OF MICHIGAN	3308 GREENFIELD RD. 2371 TYLER AVE.	100.00 75.00
				175.00
07/31/2020	58108	FRANKS LANDSCAPING & SUPPLIES LLC.	FLOWERS - CLEAN UP / WATERING / PLANTING FLOWERS - PURCHASE / WATERING / CLEAN UP	8,568.34 10,384.17
				18,952.51
07/31/2020	58109	FRONT LINE SERVICES, INC.	REPLACEMENT LIGHT E-4 NEW FIRE GEAR 10 YR REPLACEMENT - ROBINS FIRE VULCAN LED	169.95 2,209.95 463.95
				2,843.85
07/31/2020	58110	GOODYEAR AUTO SERVICE CENTER	PS CARS	540.00
07/31/2020	58111	GRACIE GLOBAL LLC	DEFENSIVE TACTICS INSTRUCTOR CLASS	895.00
07/31/2020	58112	GRANT GILDNER	4224 ROBINA AVE.	75.00
07/31/2020	58113	GREAT LAKES PEST CONTROL CO	DPW PEST CONTROL 7/21/20	40.00
07/31/2020	58114	GRISSOM GARAGE BUILDERS, INC	3324 GARDNER AVE.	100.00
07/31/2020	58115	GUARDIAN TRACKING, LLC	ANNUAL GUARDIAN TRACKING SOFTWARE	2,618.00
07/31/2020	58116	HADLEY CONSTRUCTION	3981 CUMBERLAND RD. 3961 CUMBERLAND RD.	75.00 75.00
				150.00
07/31/2020	58117	HANNAH WILLIAMS	1258 WEST BLVD.	50.00
07/31/2020	58118	HART INTERCIVIC	NEW TABULATOR	2,772.50
07/31/2020	58119	HASTINGS AIR-ENERGY CONTROL, INC.	TAILPIPE ADAPTER	352.21
07/31/2020	58120	HENDERSON GLASS, INC.	49 REAR WINDOW - FROM MDOP IN LOT	249.44
07/31/2020	58121	HUBBELL, ROTH & CLARK	ENGINEERING	3,908.02
07/31/2020	58122	IMS ALLIANCE	ID TAGS FOR A. BORING - FIRE EQ	10.85
07/31/2020	58123	INTERSTATE BILLING SERVICE	#18 REPAIR MANUAL #18 PARTS	183.21 90.44

					273.65
07/31/2020	58124	J.H. HART URBAN FORESTRY	TREE TRIM 7/20/20 - 7/24/20	4,560.00	
			TREE TRIM 7/13/20 - 7/17/20	1,824.00	
			TREE TRIMMING 7/6/20 - 07/10/20	2,565.00	
					8,949.00
07/31/2020	58125	JACK DEMMER FORD, INC.	#8 PARTS	83.16	
07/31/2020	58126	JACK DOHENY COMPANIES, INC.	#38 - PARTS	547.16	
07/31/2020	58127	JAY'S SEPTIC TANK SERVICE	CONTRACTUAL SERVICES - JAYCEE PARK	113.00	
			CONTRACTUAL SERVICES - TOT LOT	113.00	
					226.00
07/31/2020	58128	JEFF TONG	2020 JBOR ATTENDANCE	60.00	
07/31/2020	58129	JENNIFER FINNEY	REIMBURSEMENT FOR BALLOONS FOR DDA EVENT	21.20	
07/31/2020	58130	JENNIFER PIERLUISSI	1198 ELEVEN MILE RD.	75.00	
07/31/2020	58131	KAREN SMITH	2020 JBOR ATTENDANCE	50.00	
07/31/2020	58132	KBJ GROUP LLC	2427 BUCKINGHAM RD.	1,000.00	
07/31/2020	58133	KEITH PAWLOVICH	3257 OAKSHIRE AVE.	50.00	
07/31/2020	58134	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	90.00	
			DPW COPIER JUNE 2020	74.63	
					164.63
07/31/2020	58135	MAD SCIENCE OF DETROIT	PROGRAM FEE	269.00	
07/31/2020	58136	MAJIK GRAPHICS, INC.	DPW - GRAPHICS OUTSIDE LABEL	985.00	
			DPW - LABEL WORK OUTSIDE WORK	27.50	
					1,012.50
07/31/2020	58137	MALONEY TRUCKING	WATER - HAUL OUT	1,940.00	
			DPW/COMMUNITY CTR.	1,650.00	
			WATER - HAUL OUT SPOILS	1,040.00	
			WATER - HAUL OUT SPOILS	1,040.00	
					5,670.00
07/31/2020	58138	MCKENNA	JUNE 2020 INSPECTIONS	28,764.00	
07/31/2020	58139	MD SOLUTIONS, INC.	STREET SIGNS	6,348.00	
07/31/2020	58140	MICH. RECREATION & PARK ASSOC.	MEMBERSHIPS AND DUES	780.00	
07/31/2020	58141	MICHAEL EDWARD JONES	2176 ROYAL	40.00	
07/31/2020	58142	MICHIGAN PETROLEUM	CITRUS DEGREASER	520.00	
07/31/2020	58143	MIRACLE RECREATION	EQUIPMENT MAINTENANCE	667.00	
07/31/2020	58144	MORBARK, LLC	#14 PART	3,201.06	
07/31/2020	58145	MOTOR CITY FASTENER, LLC	PARTS - GARAGE (WASHER)	384.50	
			DPW PARTS - U BOLTS	27.60	
					412.10
07/31/2020	58146	NATHANIAL C. & HEATHER L. MCCLURE	3992 PRAIRIE AVE.	50.00	
07/31/2020	58147	NELSON BROTHERS SEWER & PLUMBING	3238 BACON - BACK FLOW TEST	825.00	
07/31/2020	58148	NYE UNIFORM	THIN BLUE/RED LINE STICKER / PS LG FLAG	12.00	
			2 NAME BARS - BORING	28.40	
					40.40
07/31/2020	58149	OAKLAND COUNTY	CLEMIS/MDC/LIVESCAN/MUGSHOT	6,120.75	
			CLEMIS - LEADS ONLINE ANNUAL RENEWAL	2,242.80	
			FRMS DEPT FEE	1,072.31	
					9,435.86
07/31/2020	58150	OVERDRIVE, INC.	OVERDRIVE DIGITAL CONTENT	1,002.50	
			OVERDRIVE CONTENT	428.53	
			OVERDRIVE CONTENT	856.25	
					2,287.28

07/31/2020	58151	P. A. MORRIS COMPANY	REGULAR MEETING ATTENDANCE/PRODUCTION OF	150.00
07/31/2020	58152	PITNEY BOWES INC.	INK CARTRIDGE FOR MAIL MACHINE	234.17
			JUNE 2020 PSX PROGRAM FEE/SORTER	5.00
			JUNE 2020 WATER POSTAGE	92.64
				331.81
07/31/2020	58153	POWERDMS, INC.	POWERDMS	6,908.40
07/31/2020	58154	PRINTING SYSTEMS	STICKERS, POUCHES, AUG. ELECTION INSTRUC	266.20
			SECREC FOLDERS	491.00
			AV APPS	463.02
			AV APPS	669.81
				1,890.03
07/31/2020	58155	RENAISSANCE RESTORATIONS	1992 DOROTHEA RD.	800.00
07/31/2020	58156	RKA PETROLEUM COS, INC	#2 ULTRA LOW SULFUR DIESEL	830.37
07/31/2020	58157	ROAD COMMISSION OF OAKLAND CO	SIGNAL MAINTENANCE/JUNE 2020	2,912.20
07/31/2020	58158	ROYAL OAK AWNING	2971 COOLIDGE HWY.	50.00
07/31/2020	58159	S/E OAK.CTY RESOURCE REC. AUTH	TRASH RECYCLE & PICKUPS	43,649.00
			JUNE 2020 CITY SPECIALS & PICKUPS	1,122.11
				44,771.11
07/31/2020	58160	SABISTON BUILDERS SUPPLY	PALLET DEPOSIT WATER	18.00
			WATER STOP - 5 GALLON	1,260.00
				1,278.00
07/31/2020	58161	SALVATORE JOSEPH PALAZZOLO	2191 BUCKINGHAM	65.00
07/31/2020	58162	SEHI COMPUTER PRODUCTS	LAPTOP	822.00
07/31/2020	58163	STAPLES	JUNE OFFICE SUPPLIES / WEBCAMS FOR WFH	845.09
			OFFICE SUPPLIES	83.13
			OFFICE SUPPLIES	121.22
			DPW OFFICE SUPPLIES	431.30
				1,480.74
07/31/2020	58164	STATE OF MICHIGAN	SPD MSMT INST TRNG - S. SMITH	200.00
			HAZMAT TECH SCHOOL - JON ROBERTS	900.00
				1,100.00
07/31/2020	58165	STREET DUTY	SMITH, BEATTY, CHILDREY - BELTS, LEG STR	528.00
07/31/2020	58166	SUZANNE THIEDE	2020 JBOR ATTENDANCE	50.00
07/31/2020	58167	THE DAILY TRIBUNE	RENEWAL OF SUBSCRIPTION 26 WEEKS	173.60
07/31/2020	58168	THOMAS BYARS	2020 JBOR ATTENDANCE	50.00
07/31/2020	58169	TIM CANTY	2020 JBOR ATTENDANCE	50.00
07/31/2020	58170	TIRE WHOLESALERS COMPANY INC	P & R PARTS (TIRES)	124.00
07/31/2020	58171	TRESNAK CONSTRUCTION	2875 SUNNYKNOLL AVE.	75.00
07/31/2020	58172	TRUCK & TRAILER SPECIALTIES, INC.	OUTSIDE REPAIR #41	5,998.77
07/31/2020	58173	VERIZON WIRELESS	FOR SERVICE 06/21/20 - 07/20/20	1,330.14
07/31/2020	58174	WINDER POLICE EQUIPMENT	MAGNETIC MIC FOR 410	34.95
07/31/2020	58175	WOLVERINE TRUCK SALES	OUTSIDE REPAIR #42	135.00
				1,170,518.56
			Total of 248 Checks:	1,170,518.56
			Less 0 Void Checks:	0.00
			Total of 248 Disbursements:	1,170,518.56

CITY OF BERKLEY
ACH TRANSFERS

VENDOR

7/13/2020	INTERNAL REVENUE SERVICE	\$	68,294.76
7/15/2020	DPW UNION DUES	\$	308.00
7/15/2020	PSO UNION DUES	\$	720.00
7/15/2020	PS COMMAND UNION DUES	\$	400.00
7/16/2020	INTERNAL REVENUE SERVICE	\$	500.00
7/17/2020	MERS	\$	83,756.15
7/24/2020	INTERNAL REVENUE SERVICE	\$	49,616.91
7/29/2020	PSO UNION DUES	\$	760.00
7/29/2020	PS COMMAND UNION DUES	\$	400.00
		\$	220,198.21

City Clerk

We hereby certify that the foregoing is a true and correct list of bills and that they have been approved by the City Council and this is the authority to issue checks in the amounts stated and charge them in the various accounts.

Daniel Terbrack, Mayor

Victoria Mitchell, City Clerk

A PROCLAMATION
Declaring September 2020 as
CHILDHOOD CANCER AWARENESS MONTH
In the City of Berkley, Michigan

- WHEREAS,** 43 children in the United States will be diagnosed with cancer each day and at an average age of six-years-old; and
- WHEREAS,** one out of five children diagnosed with cancer will not survive the disease; and
- WHEREAS,** the types of cancers that affect children are most often very different from those that affect adults; and
- WHEREAS,** childhood cancer is not just one disease but is made up of a dozen types and countless subtypes of cancer; and
- WHEREAS,** childhood cancer spares no socioeconomic, ethnic, racial or geographic class; and
- WHEREAS,** pediatric cancer is the leading cause of death by disease in US children under 15 years of age; and
- WHEREAS,** the causes of most pediatric cancers are largely unknown and not strongly linked to lifestyle, unlike adult cancers; and
- WHEREAS,** two-thirds of childhood cancer patients will develop long-lasting chronic conditions resulting from treatment; and
- WHEREAS,** the childhood cancer rates have been rising for the past few decades, and approximately 15,780 children in the US under the age of 15 will be diagnosed with cancer in 2020; and
- WHEREAS,** cancer kills more kids than AIDS, asthma, cystic fibrosis, diabetes, and muscular dystrophy combined; and
- WHEREAS,** in the last 25 years, only 3 drugs have been specifically developed for children's cancer; and
- WHEREAS,** less than 5% of the federal government's total funding for cancer research is dedicated to childhood cancers, and only about 4% of funds raised for the National Cancer Institute go directly to pediatric cancer research; and
- WHEREAS,** the funding for pediatric cancer research has gone down steadily since 2003; and
- WHEREAS,** despite the facts, childhood cancer research is vastly and consistently underfunded; and
- WHEREAS,** despite major advances in treatment, it is still critically important to conduct research and increase awareness regarding pediatric cancer;

NOW, THEREFORE, THE CITY OF BERKLEY HEREBY PROCLAIMS:

SECTION 1: In order to help raise awareness of pediatric cancer and its victims, September 2020 is ***CHILDHOOD CANCER AWARENESS MONTH*** in the City of Berkley, Michigan.

Proclaimed this 10th day of August, 2020 at a Regular meeting of the Berkley City Council.

Daniel J. Terbrack, Mayor

Attest:

Victoria Mitchell, City Clerk

August 10, 2020 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to approve participation in the “Tie Michigan Teal” campaign to promote
awareness of ovarian cancer and its symptoms.

Ayes:

Nays:

Motion:



Dear Administrator:

Tie Michigan Teal is a state wide campaign, designed to promote awareness of ovarian cancer and its symptoms. Teal is the color representing ovarian cancer. Ovarian cancer is the deadliest of the gynecologic cancers and one of the five leading cancer related deaths among women in the United States. Each year approximately 22,000 women are diagnosed with the disease and 15,000 women die. Women diagnosed with ovarian cancer have on average a five year survival rate of 45%. Unlike other cancers, there is no early detection test for ovarian cancer, and because the symptoms are often subtle and mimic other diseases, awareness of the symptoms is the key to early diagnosis.

The *Tie Michigan Teal* campaign is sponsored by the Michigan Ovarian Cancer Alliance and consists of volunteers tying teal ribbons on lamp posts in the downtown areas and distributing awareness information to local businesses. The event will be held during the month of September, which has been declared National Ovarian Cancer Awareness Month. There is no cost to the city and the ribbons will be taken down at the end of the month.

I am asking you to grant permission for our volunteers to tie ribbons throughout your town/city this September, 2020. Please sign on the bottom of this letter and return the signed letter to the volunteer whose name and contact information is below. Thank you for your support of our efforts to save women's lives. If you have any questions or concerns, please contact us at: info@mioca.org.

Sincerely,

Michele Gatti, *Tie Michigan Teal* Coordinator

dsgattil@gmail.com

MAYOR/TOWN OFFICIAL

TOWN/STATE

Please return the signed letter to the volunteer listed below. She/he is responsible for the Tie the Michigan Teal Campaign in your city/town.

VOLUNTEER NAME

CONTACT INFORMATION

August 10, 2020 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the Mayor and City Manager to enter into an Intergovernmental Agreement for Lockup Services, Animal Control Services, Use of the Berkley DPS Range, and Dispatch Services between the City of Berkley and the City of Huntington Woods. The City of Berkley will provide these Services for the City of Huntington Woods for a fee of:

<u>Fiscal Year</u>	<u>Yearly Fee</u>	<u>Quarterly Fee</u>
2020-2021	\$77,000	\$19,250
2021-2022	\$93,000	\$23,250
2022-2023	\$110,500	\$27,625
2023-2024	\$110,500	\$27,625
2024-2025	\$110,500	\$27,625

Huntington Woods will be billed on a quarterly basis, in equal installments. Payment is due within thirty (30) days after invoicing by Berkley. This Agreement shall be effective for a term commencing on September 1, 2020 and continuing until June 30, 2025.

Ayes:

Nays:

Motion:

Justification:

The Public Safety Director and City Manager recommend this agreement.



City of Berkley
Department of Public Safety



INTEROFFICE CORRESPONDENCE

DATE: August 4, 2020

TO: Matthew Baumgarten, City Manager

FROM: Matt Koehn, Director of Public Safety *BK*

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR LOCKUP SERVICES, ANIMAL CONTROL SERVICES, USE OF BERKLEY DPS FIREARMS RANGE, AND DISPATCH SERVICES BETWEEN CITY OF BERKLEY AND CITY OF HUNTINGTON WOODS

The City of Berkley currently provides dispatch service and lockup services for the City of Huntington Woods. Huntington Woods currently pays \$61,233.36 annually for dispatch services and \$10 per day per prisoner housed at BDPS. HWDPS has also been utilizing the BDPS range and, since the demolition of the HWDPS animal shelter, BDPS has been housing their animals (at no charge to Huntington Woods).

The law firm of Finkel, Whitefield, and Selik prepared the attached comprehensive interlocal agreement for Lockup Services, Animal Control Services, the use of the BDPS range, and Dispatch Services, which was reviewed by City Attorney John Staran.

The City of Berkley will provide these Services for the City of Huntington Woods for a fee of:

<u>Fiscal Year</u>	<u>Yearly Fee</u>	<u>Quarterly Fee</u>
2020-2021	\$77,000	\$19,250
2021-2022	\$93,000	\$23,250
2022-2023	\$110,500	\$27,625
2023-2024	\$110,500	\$27,625
2024-2025	\$110,500	\$27,625

Huntington Woods will be billed on a quarterly basis, in equal installments. Payment is due within thirty (30) days after invoicing by Berkley. This Agreement shall be effective for a term commencing on September 1, 2020 and continuing until June 30, 2025. This agreement is mutually beneficial to both cities.

Beginning in fiscal year 2025-2026, it is the intent of Berkley to charge Huntington Woods a mutually agreed upon fixed yearly fee for each full-time equivalent (FTE) reflected in the Michigan Commission on Law Enforcement Standards (MCOLES) Fall

Semi-Annual Law Enforcement Distribution Report for Huntington Woods Department of Public Safety.

The City of Huntington Woods will be approving this agreement at their August 18, 2020 City Commission Meeting.

The Department of Public Safety recommends the approval of this agreement.

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF HUNTINGTON WOODS AND THE CITY OF BERKLEY

The City of Huntington Woods, Michigan ("Huntington Woods"), a Michigan Municipal Corporation with offices at 26815 Scotia, Huntington Woods, Michigan 48070, and the City of Berkley, Michigan, ("Berkley"), a Michigan Municipal Corporation with offices at 3338 Coolidge Highway, Berkley, Michigan 48072, hereby enter into the following agreement:

RECITALS:

A. Huntington Woods has concluded that it would be beneficial to contract for certain law enforcement services with Berkley.

B. Berkley agrees to provide such law enforcement services under the terms and conditions of this Agreement.

C. This Agreement is consistent with the charters of Berkley and Huntington Woods, and is authorized under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and MCL 124.531 *et seq.*

IT IS THEREFORE AGREED:

1. **Definitions.** For the purposes of this Agreement, the terms listed below shall be defined as follows:

a. "Berkley," "Berkley City Council," and "Berkley City Manager" shall mean the City of Berkley, its City Council, and its City Manager, respectively.

b. "Huntington Woods," "Huntington Woods City Council," and "Huntington Woods City Manager" shall mean Huntington Woods, its Council, and its City Manager, respectively.

c. "Lockup Services" shall mean the detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours in accordance with MCL 791.262(1)(e) and such other services as described in paragraph 2.a.

d. "Municipality" shall mean either the City of Berkley or the City of Huntington Woods, and when plural it shall mean both Berkley and Huntington Woods.

2. **Lockup Services.** The Municipalities agree that Berkley shall provide Lockup Services to Huntington Woods as follows:

a. Lockup Services shall include, but not be limited to:

(i) Detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours;

(ii) Providing meals to detainees in the lockup in accordance with Berkley Department of Public Safety Rules and Regulations;

(iii) Providing conditions of detention in accordance with Berkley Department of Public Safety Rules and Regulations;

(iv) Testifying in Court, at depositions, or any required administrative hearing;

(v) Upon request, the provision of equipment and personnel necessary for video arraignment; and

(vi) Providing other Lockup Services as agreed to by the Municipalities.

b. Acceptance and Searches of Detainees. In order for a subject arrested by Huntington Woods to be admitted to Berkley lockup, he or she first must be accepted by Berkley. When Huntington Woods desires to have a subject detained at Berkley's lockup, Huntington Woods officer(s) shall turn over to Berkley officer-in-charge (or his/her designee) all booking intake forms and other information as requested by Berkley officer-in-charge (or his/her designee). Berkley officer-in-charge (or his/her designee) shall base his/her decision to accept or reject the subject on the same criteria as any other Berkley arrest and in accordance with Berkley Department of Public Safety Rules and Regulations. Huntington Woods police officer(s) transporting the subject shall conduct a thorough search of the subject in accordance with Berkley Department of Public Safety Rules and Regulations prior to turning the subject over to Berkley. Berkley may conduct its own search of the subject prior to accepting the subject for lockup. If not refused, the subject is accepted. No personal property of the subject, except clothing the subject is wearing and his/her prescription medication(s), if any, shall be left in the custody of Berkley for any reason.

c. Processing of Detainees. Huntington Woods officer(s) transporting a subject to Berkley for lockup shall process the subject consistent with Berkley Department of Public Safety Rules and Regulations. When available, Berkley personnel may provide assistance with prisoner processing.

(i) When a Huntington Woods prisoner is to be released (i.e. turned over to another agency, transported to county jail, or taken to another facility, etc.), a Huntington Woods officer shall respond and take responsibility for all prisoner property not transferred with the prisoner.

(ii) Berkley agrees that should an emergency arise in Huntington Woods during prisoner processing, Berkley will take reasonable steps to provide personnel to assist Huntington Woods officer(s) with the processing of its detainee(s) so that Huntington Woods officer(s) may respond to the Huntington Woods emergency.

d. Refusal of Subjects. Berkley reserves the right to refuse admittance to its lockup of any prisoner who is deemed unacceptable for housing in Berkley lockup for any reason in the opinion of the Berkley officer-in-charge (or his/her designee), including but

not limited to refusal of admittance to any subject suffering from mental illness or from a medical condition that threatens the security or the efficient operation of Berkley's lockup.

e. Medical Services. Huntington Woods agrees to pay for all costs and fees associated with the provision of medical care, transportation and treatment by Berkley emergency services personnel, any ambulance service, or any medical personnel or entity, to any detainee accepted by Berkley for Lockup Services under this Agreement for the full duration of detention. If, after acceptance of a subject for lockup in Berkley, the detainee requires medical care and/or treatment, Huntington Woods shall provide officers to guard the prisoner during the course of the detainee's medical care. To the fullest extent permitted by law, and to the extent of the cost of medical care provided to a detainee, Huntington Woods hereby agrees to indemnify and hold harmless Berkley for any and all claims, demands, lawsuits, or causes of action brought by any person, corporation, or government unit against Berkley, its agents, elected or appointed officials, and employees arising from or in connection with the medical care and treatment of detainees housed in Berkley's lockup pursuant to this Agreement.

f. Transportation. Huntington Woods shall be responsible for transporting its detainees both to and from Berkley's lockup to court, county jail, or other agencies or facilities as required.

g. Blood Draws for OWI Arrests. Huntington Woods prisoners arrested for OWI or similar charges, and requiring a blood draw, shall be subject to Berkley Department of Public Safety Rules and Regulations for this process. Huntington Woods agrees to pay for all services related to blood draws for detainees housed in Berkley lockup under this Agreement.

h. Bond. Huntington Woods agrees to process bond for all Huntington Woods detainees housed in Berkley lockup under this Agreement. Persons wishing to post bond for Huntington Woods prisoners shall be directed to contact Huntington Woods and make arrangements for Huntington Woods officers to process the bond. Proof of bond shall be presented prior to the release of a Huntington Woods prisoner.

i. Use of Technology. When practical, and so as not to interfere with the security or the efficient operation of Berkley's lockup, Huntington Woods shall be allowed to utilize available technology located at Berkley lockup for video arraignments or other court appearances of its detainees under this Agreement.

j. Administrative Responsibility. Berkley's provision of Lockup Services to Huntington Woods shall be administered by Berkley as follows:

(i) Control of Lockup Services. The Lockup Services performed by Berkley shall be under the exclusive jurisdiction and control of Berkley's Director of Public Safety. All Huntington Woods personnel transporting subjects for lockup in Berkley shall adhere to Berkley's Department of Public Safety Rules and Regulations concerning lockup.

(ii) Huntington Woods Input. If the Huntington Woods Director of Public Safety objects to a Rule or Regulation utilized in the provision of Lockup Services to Berkley, the Huntington Woods Director of Public Safety or his/her designee shall submit Huntington Woods's objection in writing to the Berkley Director of Public Safety. The Berkley Director of Public Safety or his/her designee shall respond to same in writing within 72 hours, providing such facts and opinions which support his/her determination of the issue. In the event that the matter is not resolved to Huntington Woods's satisfaction, the Berkley City Manager and the Huntington Woods City Manager shall meet to review the matter.

Huntington Woods is not responsible for the customs, policies, or practices of Berkley as related to the operation of the jail facility or the provision of Lockup Services. Huntington Woods is not responsible for the hiring, supervision, or training of jail personnel. Huntington Woods is not responsible for the jail building, its operation, or its design.

(iii) Personnel. The Municipalities agree that no personnel are required to be transferred from Huntington Woods to Berkley to provide the Lockup Services called for in this Agreement.

(iv) Lockup Documents. The Municipalities shall exchange copies of all reports, correspondences, and other documents which each community produces regarding the lockup facility as requested. The recipient of these documents shall treat them in the same manner the provider treats them. Documents which are confidential shall be marked as such and shall be treated in accordance with the provider's instructions.

k. Equity and Assets. All equity in assets and equipment of Berkley's lockup facility shall remain the property of Berkley. Payment for services provided pursuant to this Agreement shall not entitle Huntington Woods to any interest of any kind in such assets or equipment; provided, however, that any assets or equipment purchased by Huntington Woods shall be returned to Huntington Woods in the event of termination of this Agreement.

3. Animal Control Services. The Municipalities agree that Berkley shall provide Animal Control Services to Huntington Woods as follows:

a. Berkley will provide an Animal Control Officer within the corporate limits of Huntington Woods to provide the following services. During times when the Animal Control Officer is not on duty, Huntington Woods will be responsible for handling these services.

(i) Enforcement of state laws and local ordinances, where applicable, regarding animals within the corporate limits of Huntington Woods, including but not limited to, leash regulations, dogs at large, and licensing laws.

(ii) Issuance of violation tickets where appropriate and appearance in Court when required to prosecute said violations. The Animal Control Officer may follow up with chronic violators if deemed necessary.

(iii) Impoundment of stray, vicious, or dangerous animals.

(iv) Retention of impounded animals in accordance with minimum time requirements set forth by state law.

(v) Providing that impounded animals that are not placed or returned to their owners shall humanely be disposed of in accordance with applicable laws consistent with this Agreement.

(vi) Providing for the transfer of injured animals to veterinary care when appropriate. When immediate disposal of injured animals is determined to be necessary by the Animal Control Officer, Huntington Woods will be responsible for humane disposal of the animals. Huntington Woods will also be responsible for the cost of emergency veterinary care of injured animals within its corporate limits.

(vii) Conducting animal bite investigations of persons bitten by animals within the corporate limits of Huntington Woods, including but not limited to:

(A) Preparation of a standard Incident Report documenting the reported details of the bite incident;

(B) Investigation of the circumstances of the bite incident;

(C) Investigation and/or verification of appropriate vaccinations received by the animal prior to the bite incident;

(D) Impoundment or quarantine, as appropriate, of the involved animal for such period of time as required by state law;

(E) Enforcement of state laws or local ordinances, as may be appropriate, regarding the bite incident; and

(F) Humane destruction of the offending animal, as appropriate, in accordance with respective state laws, city ordinances, and/or court orders.

(viii) Providing for the drop-off of stray animals at the appropriate Animal Shelter, when picked up by Huntington Woods officers during hours when the Animal Control Officer is not on duty.

(ix) Responding and handling wildlife calls when a human is bitten or injured by the animal.

(x) Providing for a system to ensure that impounded animals released to Huntington Woods residents have appropriate vaccinations when required by law and have valid Huntington Woods licenses when required by Huntington Woods ordinance, either prior to release from impoundment or within a reasonable period of time thereafter.

(xi) Providing for removal of dead non-domestic animals from primary roads within the corporate limits of Huntington Woods having posted speed limits of 30 mph or greater.

(xii) Providing for removal of dead domestic animals, such as dogs and cats, from primary roads and residential streets within the corporate limits of Huntington Woods.

b. In connection with the Animal Control Services, Berkley shall have responsibility for the following:

(i) Determination of the number of said employee(s) providing the services.

(ii) Selection and hiring of said employee(s).

(iii) Payment of wages and other compensation to said employee(s).

(iv) Direct managerial supervision of said employee(s).

(v) Determination of the work hours of said employee(s), with the understanding that it is the intent of this Agreement that services are to be provided Monday through Friday during normal business hours to be specifically determined by Berkley, with provisions for after-hour call-ins for emergency purposes.

c. Berkley shall provide and manage an appropriate holding facility for impounded animals.

d. Berkley shall provide an appropriate animal control vehicle to be operated by the said Animal Control Officer(s), and will be responsible for gasoline, maintenance, and insurance of the vehicle.

e. In connection with the providing of Animal Control Services by Berkley, Huntington Woods understands and agrees to the following:

(i) The Animal Control Officer(s) will not be assigned exclusively to Huntington Woods, but will carry out duties in Huntington Woods as necessary to comply with this Agreement.

(ii) Huntington Woods shall authorize and empower the Berkley Animal Control Officer(s) to enforce animal regulations within the corporate limits of Huntington Woods.

(iii) Huntington Woods shall provide police assistance to the Animal Control Officer(s), if requested, when an Animal Control Officer is performing services within the corporate limits of Huntington Woods.

(iv) When animals require transfer to the Oakland County Animal Control facility, Huntington Woods shall reimburse Berkley for drop-off fees incurred.

f. In connection with the providing of Animal Control Services by Berkley, it is agreed that any revenue shall be distributed as follows:

(i) Revenue generated from the sale of City of Huntington Woods dog licenses shall accrue to Huntington Woods.

(ii) Revenue generated from the sale of City of Berkley dog licenses shall accrue to Berkley.

(iii) Revenue generated from District Court fines resulting from the enforcement of animal regulations within the corporate limits of Huntington Woods shall accrue to Huntington Woods.

(iv) Revenue generated from District Court fines resulting from the enforcement of animal regulations within the corporate limits of Berkley shall accrue to Berkley.

4. **Use of Berkley Department of Public Safety Firearms Range.** Berkley agrees to allow Huntington Woods public safety personnel to utilize the firearms range located in the Berkley Department of Public Safety building while this agreement is in effect under the following terms:

a. A qualified Huntington Woods firearms instructor/range officer will be present at all times Huntington Woods personnel use the range.

b. Huntington Woods personnel will provide their own ammunition and targets.

c. At its own expense, Huntington Woods will repair any damage caused by Huntington Woods personnel while using the range.

5. **Public Safety Dispatch Services.** The Municipalities agree that Berkley shall provide Public Safety Dispatch Services as follows:

a. Public Safety Dispatch Services will include any emergency or non-emergency communications of any kind received by the Berkley Department of Public Safety which requests, requires, or in the sole judgment of the Berkley Public Safety Department, appears to request or require the presence, attention or services of Huntington Woods Public Safety personnel to address, respond, or attend to any issue, event, or

circumstance involving public health or safety, an accident, an injury, the protection of property, or any emergency (including but not limited to medical, fire and/or health).

b. In connection with Berkley's provision of Public Safety Dispatch Services to Huntington Woods, the parties agree to the following procedures:

(i) Berkley Department of Public Safety will receive all 911 calls and provide 24-hour a day radio communications, in accordance with Federal Communications Commission (FCC) procedures and requirements, for the City of Huntington Woods.

(ii) Berkley Department of Public Safety understands the commitment by the Huntington Woods Public Safety Department to achieve and maintain the CALEA standards for accreditation and will comply with the established professional standards. The Huntington Woods Public Safety Department has provided the Berkley Department of Public Safety with General Order #068 (titled Communications/Dispatch) containing all CALEA standards related to the communications function.

(iii) Berkley Department of Public Safety will comply with all applicable communications standards relating to the Huntington Woods Public Safety Department radio and dispatch communications policy.

(iv) Berkley Department of Public Safety shall not incur any costs related to the implementation of the standards set forth in the Huntington Woods General Order.

c. Huntington Woods acknowledges and agrees that except for the public safety dispatch services contracted for herein and the other services set forth in this Agreement, neither the City of Berkley nor the Berkley Department of Public Safety shall be obligated in any other way to provide or assist the City of Huntington Woods or Huntington Woods Public Safety personnel with any other direct or indirect backup or supplemental support or police, fire or emergency-related services or protection of any kind or nature, nor will there be any obligation to send Berkley Department of Public Safety personnel to respond, in any way, to any call for police, fire or emergency services. In all circumstances, Huntington Woods shall remain solely and exclusively responsible for all costs and liabilities associated with providing available Huntington Woods Public Safety personnel to receive and respond to public safety dispatch service in a timely and professional manner.

d. Huntington Woods acknowledges there may be circumstances when, despite reasonable Berkley Department of Public Safety efforts, the Berkley Public Safety Department's attempt to communicate or provide public safety dispatch services for and to Huntington Woods Public Safety personnel may be unsuccessful. This Agreement does not, and is not intended to, include any warranty, promise, or guarantee of any kind concerning the provision of public safety dispatch services by the Berkley Department of Public Safety to Huntington Woods Public Safety personnel, except that the Berkley

Department of Public Safety will make a reasonable effort to provide such public safety dispatch services and will do so consistent with existing and future Berkley Department of Public Safety communication and dispatch policies, procedures, orders, and standards, and applicable federal and state requirements.

e. This Agreement does not, nor is it intended to, obligate or require the Berkley Department of Public Safety to change, alter, modify, or develop any different dispatch related procedures, policies, or standards, or to purchase or use any special or additional equipment, or to prohibit the Berkley Department of Public Safety from implementing any future communication-related changes the Berkley Public Safety Department, in its sole judgment and discretion, believes to be in its best interest.

f. Huntington Woods shall be solely and exclusively responsible during the term of this Agreement for (i) providing its personnel with radios and communication equipment that will be properly set, adjusted, and maintained to receive any public safety dispatch service from the Berkley Department of Public Safety; (ii) complying with all current and future Berkley Department of Public Safety dispatching procedures, policies, standards, technical specifications, and applicable federal and state communication requirements; (iii) adequately training Huntington Woods Public Safety personnel; and (iv) promptly and properly notifying the Berkley Department of Public Safety of any on-duty or off-duty status and availability or unavailability of Huntington Woods Public Safety personnel to receive public safety dispatch services.

g. Huntington Woods shall be solely and exclusively responsible for all costs, expenses, and liabilities associated with the acquisition, purchase, lease, operation, use, and maintenance of any Huntington Woods Public Safety radio or other communication equipment. The Berkley Department of Public Safety shall not be obligated to provide Huntington Woods Public Safety with any radio or communication equipment of any kind.

h. The Berkley Department of Public Safety may, at its sole discretion and expense, inspect any Huntington Woods Public Safety radio or other communication equipment to ensure that it conforms to Berkley Department of Public Safety dispatching procedures, policies, standards, technical specifications, and federal and state requirements. If the inspection reveals nonconformance, the Berkley Department of Public Safety shall notify Huntington Woods Public Safety in writing about the specific nonconformities. Huntington Woods Public Safety shall promptly address and correct the nonconformities at its own expense. If Huntington Woods Public Safety fails to do so, the Berkley Department of Public Safety may terminate or cancel the Public Safety Dispatch Services set forth in this Agreement.

6. **Insurance Coverage.** Huntington Woods shall obtain and maintain in force during the term of this Agreement insurance coverage for general liability with limits of liability not less than \$5,000,000 combined single limit for personal injury and property damage for claims arising out of the subject matter of this Agreement. Huntington Woods shall also obtain and maintain motor vehicle liability and worker's compensation in amounts it determines to be appropriate, with Berkley being named as an additional insured on all liability policies and entitled to copies of Certificates of Insurance confirming the required insurance during the entire term of this

Agreement. Huntington Woods shall add Berkley as an additional insured for these liabilities. Berkley shall add Huntington Woods as an additional insured under its policy for the services provided under this Agreement.

7. **Liability and Indemnification.** To the fullest extent permitted by law, Huntington Woods agrees to hold Berkley harmless from any and all claims, suits, demands, judgments, or causes of action made against Berkley, its elected or appointed officials, employees, agents, or volunteers for the actions of Huntington Woods's elected or appointed officials, employees, agents, or volunteers arising from or in connection with the performance of this Agreement. To the fullest extent permitted by law, Berkley agrees to hold Huntington Woods harmless from any and all claims, suits, demands, judgments, or causes of action made against Berkley, its elected or appointed officials, employees, agents, or volunteers, for the actions of Berkley's elected or appointed officials, employees, agents, or volunteers arising from or in connection with performance of this Agreement. Except as provided herein, neither Municipality shall have any right under any legal principle to be indemnified by the other Municipality or any of its employees or agents in connection with any claim.

In executing this Agreement, Berkley does not assume liability or responsibility for, or in any way release, Huntington Woods from any liability or responsibility to the extent that it arises from the existence or effect of Huntington Woods' City Charter, ordinances, policies, rules or regulations. To the extent that any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Charter provision, ordinance, policy, rule, or regulation is at issue, Huntington Woods shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Huntington Woods, Huntington Woods shall fully satisfy the same including all chargeable costs and reasonable attorney fees. In the event of a claim, loss or liability based upon the alleged concurrent or joint negligence or tortious wrongdoing of the parties, the parties shall bear their respective liability, including costs, in accordance with the laws of the State of Michigan.

8. **Governmental Immunity and Authority Unaffected.** Nothing in this Agreement is intended, nor shall it operate to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of either Municipality or any of its agents.

9. **Term of Agreement.** This Agreement shall be effective for a term commencing on September 1, 2020 and continuing until June 30, 2025.

a. This Agreement may be terminated at any time for any reason, and with or without cause, by the written agreement of Berkley and Huntington Woods, approved by the concurrent resolutions of Berkley City Council and Huntington Woods City Council. Said agreement shall provide a period of at least 90 days before the termination becomes effective and the services set forth in this Agreement are discontinued.

b. This Agreement may be terminated by Berkley if Huntington Woods fails to pay any amount owing under this Agreement, including applicable late charges and interest, within 60 days of when the payment was due. Such termination by Berkley shall

be by written notice to Huntington Woods that contains a clearly stated effective date of the termination that is at least 30 days after the date of the notice. If all amounts owing, including past due installments, late charges, interest, and any new installments coming due during that time are not paid, the termination shall be effective, relieving Berkley from any obligation to provide any further services under this Agreement. Before Berkley gives notice of termination under this provision, it shall first notify Huntington Woods of its failure to timely pay the amount owed and allow a reasonable opportunity for Huntington Woods to pay such amount.

c. In addition to a termination under subsections (a) and (b), either Municipality may terminate this Agreement for any reason, and with or without cause, by written notice to the other Municipality. During the Initial Term, one (1) year written notice shall be required before termination. During any subsequent term, six (6) months' written notice shall be required before termination.

10. **No Third Party Beneficiaries.** The sole and exclusive purpose of this Agreement is to set forth the terms by which Berkley will provide certain law enforcement services for Huntington Woods. This Agreement is not intended to, and does not create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a party to this Agreement.

11. **Compensation.** In consideration for the services provided by Berkley under this Agreement, Huntington Woods will pay Berkley:

<u>Fiscal Year</u>	<u>Yearly Fee</u>	<u>Quarterly Fee</u>
2020-2021	\$77,000	\$19,250
2021-2022	\$93,000	\$23,250
2022-2023	\$110,500	\$27,625
2023-2024	\$110,500	\$27,625
2024-2025	\$110,500	\$27,625

Huntington Woods will be billed on a quarterly basis, in equal installments. Payment is due within thirty (30) days after invoicing by Berkley.

Beginning in fiscal year 2025-2026, it is the intent of Berkley to charge Huntington Woods a mutually agreed upon fixed yearly fee for each full-time equivalent (FTE) reflected in the Michigan Commission on Law Enforcement Standards (MCOLES) Fall Semi-Annual Law Enforcement Distribution Report for Huntington Woods Department of Public Safety.

12. **Independent Contractor.** Berkley shall provide the services set forth in this Agreement to Huntington Woods as an independent contractor, with Berkley being responsible for all workers' compensation and other insurance, income tax, social security, and other withholding, and all other compensation or benefits for Berkley employees involved in providing the services.

At no time shall any Berkley employee involved in providing services be considered or claimed be to an employee or agent of Huntington Woods, and Huntington Woods shall not be deemed or allowed to control, supervise, or direct Berkley employees involved in providing the services.

13. **Assignments.** Berkley's obligations under this Agreement may not be assigned except with the approval of Huntington Woods.

14. **Notices.** Any notices provided under this Agreement shall be in writing to the Berkley City Manager and Huntington Woods City Manager at the addresses listed on Page 1.

15. **Amendments.** Amendments to this Agreement shall be in writing, approved by concurrent resolutions of Berkley City Council and Huntington Woods City Council, and be signed by authorized representatives of the Municipalities.

16. **Severability.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

17. **Applicable Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Municipality. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

18. **No Waiver.** Absent an express written waiver, the failure of a Municipality to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

19. **Compliance with Laws.** Each Municipality shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

20. **Entire Agreement.** This Agreement contains the entire Agreement of the Municipalities with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect to the subject matter of this Agreement.

21. **Filing.** As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Berkley City Council and City of Huntington Woods City Council, approving and authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

Dated this ____ day of _____, 2020

CITY OF BERKLEY

By: _____
Name: _____
Title: _____

CITY OF HUNTINGTON WOODS

By: _____
Name: _____
Title: _____

August 10, 2020 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to approve a resolution of the Council of the City of Berkley, Michigan
Recognizing Eagle Scout Candidate Brady Stubblefield for a donation of a Gaga Pit to Berkley
Parks & Recreation.

Ayes:

Nays:

Motion:

A RESOLUTION

of the Council of the City of Berkley, Michigan
Recognizing
Eagle Scout Candidate Brady Stubblefield for a gift to Berkley Parks &
Recreation

WHEREAS, *Brady Stubblefield, an Eagle Scout candidate in Berkley Troop 1085 worked with Parks & Recreation to create a project and offer a new recreation amenity to the City of Berkley; and*

WHEREAS, *Brady worked over the course of several months to identify a recreation need in the community and fundraised money to be able to offer a new amenity to the city; and*

WHEREAS, *Brady raised the necessary funds to construct a Gaga Pit to be placed at Community Park; and*

WHEREAS, *Brady and his troop, Troop 1085 worked together to safely and professionally construct a Gaga Pit on August 1, 2020; and*

WHEREAS, *The Gaga Pit at Community Park is the first at a City of Berkley park and will be used by kids for years to come; and*

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

SECTION 1: *That the Council of the City of Berkley appreciates the effort, hard work and professionalism that Brady Stubblefield displayed in constructing and installing a Gaga Pit at Community Park;*

Introduced and passed at a Regular City Council Meeting on Monday, August 10, 2020.

Daniel J. Terbrack
Mayor

Attest:

Victoria Mitchell
City Clerk

August 10, 2020 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to award the contract for the Oxford/Merchants Park Development to the lowest bidder, Warren Contractors & Development, Inc. 14979 Technology Dr. Shelby Twp., MI 48315 in an amount of \$785,548 and an additional \$78,555 in construction contingencies to come from account 614-950-974-000. In addition, allocate \$78,130.64 for construction engineering services to Hubbell, Roth & Clark, Inc. to come from account 614-950-821-000.

Ayes:

Nays:

Motion:

Memo

To: Matthew Baumgarten, City Manager
Cc: Mark Pollock, Finance Director
From: Theresa McArleton, Director of Parks & Recreation
Date: 7/28/2020
Subject: Recommendation for Oxford/Merchants Park Development Work

On Tuesday, July 14, 2020 the City received one incomplete and three complete bids for the projected work at Oxford/Merchants park. This bid was divided into four divisions of work. The first division was work that centered around the partially grant funded items including a restroom facility, splash pad and walkways. It also included extensive site work to allow for those amenities.

The incomplete bid is not acceptable and cannot be considered for this scope of work. The three remaining bids all provided the required information.

As you can see from the attached bid tabulation provided by our engineers, all three bids were priced close to each other. They were all higher than we had planned on during the course of this park planning process over the last few years which has forced us to adjust the amount of work that the city can complete at the park in this budget year.

All items in Division 1 must be completed to ensure we will be eligible to receive the \$180,000 from the DNR at the completion of the project. The work in the second, third and fourth divisions does not all need to be completed at this time. However, after speaking with city administration including yourself as well as our engineers, we do feel that some elements of Division 2 should be completed at this time.

After review of the grant funded work and other park elements, we did feel it was necessary to move forward with a new play structure as well as the soft surfacing for the structure area. The soft surfacing increased the overall project cost in a significant way, but will enhance the entire area. We do not have this surfacing at any other city park.

The attached memorandum from HRC outlines the work that is to be completed at the park in this scope. The main elements of the park development and plan will be part of this construction, but there will be additional elements we will want to complete in later years. The two biggest components to be completed at a later time will be a completed full park walkway and additional parking spaces on Cambridge.

Even with a scaled back project, the city will need an amendment to cover the additional costs for this project. We currently have \$508,600 budgeted for the work to be completed, but will need an additional \$276,948 plus an additional \$78,555 in contingencies to account for any issues that may arise during construction. In addition, construction engineering costs have been proposed at a cost not to exceed \$78,130.64. The city will receive \$180,000 in revenue at the completion of the project from the Land and

Water Conservation Fund grant. This means that given total engineering and contingency cost for the development, the project will cost the city between \$650,000-\$750,000.

I recognize that this is a huge cost to the city's budget and Parks & Recreation. We have \$40,000 budgeted for capital improvements at another park that I believe should be reallocated to this project.

The city is recommending awarding all of Division 1 and sections of Division 2 to Warren Contractor's and Development Inc. from Shelby Township, Michigan as they were the lowest qualified bidder. The references provided by Warren Contractor's illustrate a number of successful, well developed and beloved parks in neighboring communities. I believe that they will finish this project on time and in the best possible manner.

Warren Contractors and Development, Inc. was the general contractor on the City of Oak Park pocket park developments on 9 Mile. They also were the general contractor on a similar in scope project to Oxford/Merchants at Riverside Park in Auburn Hills. As well as a number of park improvement projects in Royal Oak and other neighboring communities. Their references checked out very well.

Parks have always been an important aspect in city development and I think that in the context of our current state of affairs, our parks are more important than ever. Open play spaces, areas where the community can spend time outdoors and eventual community gathering spaces all help to create a better Berkley.

The city has been planning and budgeting for this park project for quite some time. Though we would prefer for costs to remain as low as possible. I do believe it is in the city's best interest to adjust for the higher cost and to move forward with the development as presented.

As always, please do not hesitate to contact me with any questions regarding this matter. I will attend the August 10th City Council meeting along with a representative from Warren Contractor's & Development Inc. and engineers from Hubbell Roth and Clark to answer any questions as well.

ATTACHMENTS

August 03, 2020

City of Berkley
3338 Coolidge Highway
Berkley, Michigan 48072

Attn: Mr. Matthew Baumgarten, City Manager
Ms. Theresa McArleton, Director of Parks and Recreation

Re: Recommendation for Award and Bid Tabulation
Oxford-Merchant Park Improvement Project

HRC Job No. 20190146

Dear Mr. Baumgarten and Ms. McArleton:

We have reviewed the bids that were received electronically by the City on Tuesday, July 14, 2020 and forwarded to our office on Thursday, July 16, 2020 for the Oxford-Merchant Park Improvement Project and have found them to be in order. There were four (4) bids received, and the low bidder was Warren Contractors & Development, Inc. of Shelby Township, Michigan. Please refer to the attached Bid Tabulation for an itemized bid breakdown of the lowest three bidders. A summary of the low bid is as follows.

Warren Contractors & Development, Inc. Bid Summary:

1. Division I (Grant Eligible Work, incl. Pathway, Splash Pad and Restrooms)	\$538,548
<i>Division I Alternate (#1) – (Flexipave Path in lieu of porous HMA)</i>	\$42,320
<i>Division I Alternate (#3) – (Alternate Splash Pad Manufacturer)</i>	No Bid
2. Division II (Playground, Pathway)	\$242,107
<i>Division II Alternate (#2) – (Playground Rubber Safety Surface in lieu of mulch)</i>	\$89,153
3. Division III (Additional Pathways in Park)	\$57,932
4. Division IV (Additional Parking Lots on Bacon and Cambridge)	\$90,072
TOTAL LOW BID AMOUNT (not including Alternates)	\$928,659

The original project documents consisted of four (4) divisions. **Division I** includes work that will be partially paid for by a State DNR grant, including the porous HMA pathway from Bacon Ave to the SplashPad and the restrooms. **Division II** contains work to be completed along with Division I which will not be paid for by the DNR grant, including the playground, concrete seating area and furniture, additional HMA sidewalk, the access road from Cambridge Ave, and a new sidewalk ramp at Bacon Ave. **Division III** includes additional HMA sidewalk construction around the perimeter of the park and connecting to Oxford Rd. **Division IV** includes new parking areas on both Cambridge Ave and Oxford Rd, along with sidewalk to those areas.

All Divisions were to be quoted for the bid to be considered responsive. In addition, the Proposal was written so as to afford the City the right to award any or all divisions, alternates and/or individual bid items based on available funding. Based on discussion and review of the bids with the City Parks and Recreation Dept. and City Staff, the City has decided to reduce the scope of work based on insufficient funding and recommends the award to include the following:

Delhi Township 2101 Aurelius Rd. Suite 2A Holt, MI 48842 517-694-7760	Detroit 535 Griswold St. Buhl Building, Ste 1650 Detroit, MI 48226 313-965-3330	Grand Rapids 1925 Breton Road SE Suite 100 Grand Rapids, MI 49506 616-454-4286	Howell 105 W. Grand River Howell, MI 48843 517-552-9199	Jackson 401 S. Mechanic St. Suite B Jackson, MI 49201 517-292-1295	Kalamazoo 834 King Highway Suite 107 Kalamazoo, MI 49001 269-665-2005	Lansing 215 S. Washington SQ Suite D Lansing, MI 48933 517-292-1488
---	---	--	--	--	---	---

1. Division I (Grant Eligible Work, incl. Pathway, Splash Pad and Restrooms)	\$538,548
2. Division II (Playground, Pathway)	*\$157,847
<i>Division II Alternate (#2) – (Playground Rubber Safety Surface in lieu of mulch)</i>	<i>\$89,153</i>
TOTAL LOW BID AMOUNT RECOMMENDED FOR AWARD	\$785,548

*Remove some pathway and all tables, umbrellas, and new trees from Division II. In addition, Divisions III and IV will be removed from the contract.

The low bidder has submitted several satisfactory references for similar park improvement projects completed, including for the Cities of Oak Park, Auburn Hills and Sterling Heights. HRC conducted the reference checks and reported that each respondent indicated that the low bidder had performed well on their projects, coordinated their subcontractors well, and had no complaints with the quality of their work. Several of the projects were repeat work with the same Owner. In addition, HRC has worked on several satisfactory projects with the low bidder in other communities such as Southfield, Rochester, and Troy. Further, as required, the low bidder submitted (four) playground design options/layouts utilizing both hardwood fiber mulch (Division II) and rubber safety surface (Division II Alternate). Additionally, the low bidder was informed that the scope of work was being reduced based on available funding.

Based on the above, this office recommends award of the Contract to Warren Contractors & Development, Inc. of Shelby Township, Michigan with a total (reduced scope) bid of **\$785,548**, subject to the submission of the necessary bonds and insurance, which comply with the contract specifications. We also recommend that an additional 10% construction contingency (**\$78,555**) be added to the low bid amount. In addition, HRC proposes a not-to-exceed Construction Engineering budget of **\$78,130.64** also be adopted. This includes the cost for spot construction observation by HRC throughout the project duration. A breakdown of the construction engineering costs is attached to this letter.

Based on the above, HRC recommends the City approve the total project construction budget for the Oxford-Merchant Park Improvement Project of **\$942,233.64** (not-to-exceed maximum, including costs for contingencies - construction engineering to be provided under separate cover as mentioned earlier).

Enclosed, please find a copy of the Bid Tabulation for your records. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Roland N. Alix, P.E.
Vice President



Edward D. Zmich
Project Engineer/Manager

EDZ/edz

Attachment: Bid Tabulation
HRC CE Services Breakdown

pc: City of Berkley; Derrick Schueller, Shawn Young
HRC; A. Melchior, R. DeFrain; M. Grazioli, File

BID TABULATION
 OXFORD MERCHANT PARK IMPROVEMENT PROJECT
 CITY OF BERKLEY
 OAKLAND COUNTY, MICHIGAN

Bids Due: 07/14/2020
 HRC Job No: 20190146

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 P.O. Box 824
 Bloomfield Hills, MI 48083-0824

Warren Contractors & Development, Inc.
 14979 Technology Dr
 Shelby Township, MI 48315
 (586) 323-3350

Cross Construction Group
 34133 Schoolcraft Rd
 Livonia, MI 48150
 (734) 286-2244

North American Construction
 Enterprises, LLC
 22920 Industrial Drive East
 St Clair Shores, MI 48080
 (586) 498-9003

Item	Quantity		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division I										
1. Mobilization (5% Max.)	1	LS	\$ 36,000.00	\$ 36,000.00	\$ 26,000.00	\$ 26,000.00	\$ 40,000.00	\$ 40,000.00	\$ 49,626.36	\$ 49,626.36
2. Property Protection Fence	575	Lft	\$ 10.00	\$ 5,750.00	\$ 7.00	\$ 4,025.00	\$ 11.00	\$ 6,325.00	\$ 4.14	\$ 2,380.50
3. Site Preparation and Grading, Special, Max \$10,000	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
4. HMA, Rem	400	Syd	\$ 15.00	\$ 6,000.00	\$ 11.00	\$ 4,400.00	\$ 14.00	\$ 5,600.00	\$ 25.99	\$ 10,396.00
5. Stump, Rem, 19 to 36 inch	1	Ea	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 1,772.37	\$ 1,772.37
6. Tree, Rem, 6 to 18 inch	2	Ea	\$ 500.00	\$ 1,000.00	\$ 880.00	\$ 1,760.00	\$ 2,000.00	\$ 4,000.00	\$ 1,181.58	\$ 2,363.16
7. Scoreboard, Rem	1	Ea	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00	\$ 2,000.00	\$ 2,000.00	\$ 5,907.90	\$ 5,907.90
8. Basketball Hoop, Rem	2	Ea	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 750.00	\$ 1,500.00	\$ 590.79	\$ 1,181.58
9. Gravel Mud Tracking Mat	14	Cyd	\$ 40.00	\$ 560.00	\$ 110.00	\$ 1,540.00	\$ 200.00	\$ 2,800.00	\$ 59.08	\$ 827.12
10. HMA, Porous, 4 inch	320	Syd	\$ 60.00	\$ 19,200.00	\$ 59.00	\$ 18,880.00	\$ 83.00	\$ 26,560.00	\$ 88.62	\$ 28,358.40
11. Aggregate, MDOT 4G, 4 inch	320	Syd	\$ 8.00	\$ 2,560.00	\$ 13.50	\$ 4,320.00	\$ 15.00	\$ 4,800.00	\$ 13.00	\$ 4,160.00
12. Aggregate, 1x3 Crushed Concrete, 8 inch	320	Syd	\$ 20.00	\$ 6,400.00	\$ 24.50	\$ 7,840.00	\$ 18.00	\$ 5,760.00	\$ 17.72	\$ 5,670.40
13. Subgrade Underdrain, 6 inch, Wrapped	480	Lft	\$ 10.00	\$ 4,800.00	\$ 18.00	\$ 8,640.00	\$ 40.00	\$ 19,200.00	\$ 23.63	\$ 11,342.40
14. Summit Supply Street Scape Recycling	1	Ea	\$ 3,000.00	\$ 3,000.00	\$ 3,800.00	\$ 3,800.00	\$ 4,000.00	\$ 4,000.00	\$ 3,514.44	\$ 3,514.44
15. Water Service, 4 inch, DR9 HDPE	42	Lft	\$ 100.00	\$ 4,200.00	\$ 55.00	\$ 2,310.00	\$ 86.00	\$ 3,612.00	\$ 443.09	\$ 18,609.78
16. Water Service, 3 inch, DR9 HDPE	75	Lft	\$ 85.00	\$ 6,375.00	\$ 48.00	\$ 3,600.00	\$ 86.00	\$ 6,450.00	\$ 443.09	\$ 33,231.75
17. Water Service, 1/2 inch, Polyethylene	21	Lft	\$ 10.00	\$ 210.00	\$ 38.00	\$ 798.00	\$ 40.00	\$ 840.00	\$ 177.24	\$ 3,722.04
18. Gate Valve and Box, 3 inch	2	Ea	\$ 1,500.00	\$ 3,000.00	\$ 2,400.00	\$ 4,800.00	\$ 2,500.00	\$ 5,000.00	\$ 2,953.95	\$ 5,907.90
19. Water Stop Box, 1/2 inch	2	Ea	\$ 400.00	\$ 800.00	\$ 730.00	\$ 1,460.00	\$ 1,000.00	\$ 2,000.00	\$ 1,772.37	\$ 3,544.74
20. Sewer, SDR 26 PVC, 6 inch	150	Lft	\$ 35.00	\$ 5,250.00	\$ 60.00	\$ 9,000.00	\$ 60.00	\$ 9,000.00	\$ 59.08	\$ 8,862.00
21. Connect to Existing Structure	2	Ea	\$ 3,000.00	\$ 6,000.00	\$ 540.00	\$ 1,080.00	\$ 1,500.00	\$ 3,000.00	\$ 590.79	\$ 1,181.58
22. SplashPad (Version C), Complete	1	LS	\$ 119,995.00	\$ 119,995.00	\$ 119,995.00	\$ 119,995.00	\$ 119,995.00	\$ 119,995.00	\$ 119,995.00	\$ 119,995.00
23. Maintaining Traffic, Including Pedestrian Traffic Barricading	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 40,000.00	\$ 40,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,544.74	\$ 3,544.74
24. Soil Erosion and Sedimentation Control (incl.Silt Fence, Silt Sack installation, as required)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 19,000.00	\$ 19,000.00	\$ 1,063.42	\$ 1,063.42
25. Restoration of All Disturbed Areas with 3" ScreenedTopsoil, Seed-Impregnated Mulch Blanket; 14-Day Watering, and Repairs to all Irrigation Systems, as required	450	Syd	\$ 20.00	\$ 9,000.00	\$ 8.00	\$ 3,600.00	\$ 10.00	\$ 4,500.00	\$ 14.18	\$ 6,381.00
26. Site Electrical Work	1	LS	\$ 26,000.00	\$ 26,000.00	\$ 56,700.00	\$ 56,700.00	\$ 42,000.00	\$ 42,000.00	\$ 32,788.85	\$ 32,788.85
27. DTE Allowance	1	LS	\$ 22,700.00	\$ 22,700.00	\$ 22,700.00	\$ 22,700.00	\$ 22,700.00	\$ 22,700.00	\$ 22,700.00	\$ 22,700.00
28. Permit Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
29. Color Audio Video Route Survey	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00	\$ 1,181.58	\$ 1,181.58
30. Concrete Slab & Foundations	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 19,100.00	\$ 19,100.00	\$ 20,000.00	\$ 20,000.00	\$ 17,939.93	\$ 17,939.93
31. Masonry	1	LS	\$ 22,680.00	\$ 22,680.00	\$ 37,000.00	\$ 37,000.00	\$ 29,000.00	\$ 29,000.00	\$ 29,539.50	\$ 29,539.50
32. Doors, Frames & Door Hardware	1	LS	\$ 10,500.00	\$ 10,500.00	\$ 11,000.00	\$ 11,000.00	\$ 9,000.00	\$ 9,000.00	\$ 8,566.46	\$ 8,566.46

Item	Quantity		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
33. Roof Trusses	1	LS	\$ 4,320.00	\$ 4,320.00	\$ 9,100.00	\$ 9,100.00	\$ 18,000.00	\$ 18,000.00	\$ 18,763.49	\$ 18,763.49
34. Wood Trim, Ceilings & Soffits	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 2,100.00	\$ 2,100.00	\$ 5,000.00	\$ 5,000.00	\$ 4,098.90	\$ 4,098.90
35. Metal Siding	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 6,100.00	\$ 6,100.00	\$ 8,000.00	\$ 8,000.00	\$ 2,912.59	\$ 2,912.59
36. Standing Seam Roofing	1	LS	\$ 10,800.00	\$ 10,800.00	\$ 12,300.00	\$ 12,300.00	\$ 10,000.00	\$ 10,000.00	\$ 14,651.59	\$ 14,651.59
37. Painting	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 1,400.00	\$ 1,400.00	\$ 2,500.00	\$ 2,500.00	\$ 2,945.68	\$ 2,945.68
38. Toilet Accessories	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,600.00	\$ 2,600.00	\$ 3,700.00	\$ 3,700.00	\$ 2,345.44	\$ 2,345.44
39. Miscellaneous: Sealant, Signage, Attic Access, Etc.	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 4,600.00	\$ 4,600.00	\$ 5,000.00	\$ 5,000.00	\$ 3,721.98	\$ 3,721.98
40. Exhaust Fans	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 4,800.00	\$ 4,800.00	\$ 6,000.00	\$ 6,000.00	\$ 5,317.11	\$ 5,317.11
41. Plumbing	1	LS	\$ 27,750.00	\$ 27,750.00	\$ 32,500.00	\$ 32,500.00	\$ 40,000.00	\$ 40,000.00	\$ 56,420.45	\$ 56,420.45
42. Electrical	1	LS	\$ 25,250.00	\$ 25,250.00	\$ 28,500.00	\$ 28,500.00	\$ 15,000.00	\$ 15,000.00	\$ 32,050.36	\$ 32,050.36
Division I Subtotal				\$ 467,500.00		\$ 538,548.00		\$ 554,342.00		\$ 604,488.49 *
Division II										
1. Site Preparation and Grading, Special, Max \$6,000	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
2. HMA, 36A, 4 inch	345	Syd	\$ 35.00	\$ 12,075.00	\$ 44.00	\$ 15,180.00	\$ 55.00	\$ 18,975.00	\$ 59.08	\$ 20,382.60
4. Aggregate, MDOT 21AA, 6 inch	345	Syd	\$ 12.00	\$ 4,140.00	\$ 25.00	\$ 8,625.00	\$ 18.00	\$ 6,210.00	\$ 14.18	\$ 4,892.10
5. Conc Pavt, Nonreinf, 6 inch	142	Syd	\$ 45.00	\$ 6,390.00	\$ 65.00	\$ 9,230.00	\$ 55.00	\$ 7,810.00	\$ 59.08	\$ 8,389.36
6. Aggregate, MDOT 21AA, 4 inch	142	Syd	\$ 10.00	\$ 1,420.00	\$ 15.00	\$ 2,130.00	\$ 16.00	\$ 2,272.00	\$ 11.82	\$ 1,678.44
10. Post Guard 6"x36" Removable Steel Bollard	2	Ea	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,417.90	\$ 2,835.80
11. Conc Sidewalk Ramp, 6 inch, MDOT Type P	14	Syd	\$ 60.00	\$ 840.00	\$ 78.00	\$ 1,092.00	\$ 82.00	\$ 1,148.00	\$ 64.99	\$ 909.86
12. Detectable Warning Surface Plates, Alertcast®, Brick Red Plastic, 24" x 48"	1	ea	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 354.47	\$ 354.47
13. Playscape Allowance	1	LS	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00
14. Restoration of All Disturbed Areas with 3" Screened Topsoil, Seed-Impregnated Mulch Blanket; 14-Day Watering, and Repairs to all Irrigation Systems, as required	380	Syd	\$ 20.00	\$ 7,600.00	\$ 8.00	\$ 3,040.00	\$ 10.00	\$ 3,800.00	\$ 14.18	\$ 5,388.40
Division II Subtotal				\$ 150,815.00		\$ 157,847.00		\$ 158,815.00		\$ 160,831.03 *
TOTAL BID AMOUNT:				\$ 618,315.00		\$ 696,395.00		\$ 713,157.00		\$ 765,319.52
Owner's Alternates:										
1. Flexipave, 4 inch (Division I)	368	Syd	\$ -	\$ -	\$ 115.00	\$ 42,320.00 **	\$ 115.00	\$ 42,320.00	\$ 125.63	\$ 46,231.84
2. Rubber Safety Surface (Division II)	1	LS	\$ -	\$ -	\$ 89,153.00	\$ 89,153.00	\$ 89,500.00	\$ 89,500.00	\$ 93,206.35	\$ 93,206.35
3. Alternate SplashPad Complete (Division I)	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**includes item #11, aggregate base

TOTAL BID AMOUNT (Including Owner's Alternate No. 2):	\$ 618,315.00	\$ 785,548.00	\$ 802,657.00	\$ 858,525.87
--	----------------------	----------------------	----------------------	----------------------

*Price corrected by Engineer

ADDITIONAL BIDDERS NOT INCLUDED IN BID TAB:

Miracle Recreation Equipment Co. \$277,014.99 *Incomplete Bid

ENGINEER:

Hubbell, Roth & Clark, Inc.

555 Hulet Drive

P.O. Box 824

Bloomfield Hills, MI 48083-0824

2020 HRC Fee Breakdown

JOB NUMBER: 20190146
ROJECT NAME Oxford-Merchant Park Improvement Project - CE Services
PRINCIPAL R. ALIX
ASSOCIATE E. Zmich
DATE August 2, 2020

		HRC STAFF POSITION																							
		Vice President		Chief Observation/Testing Manager		Associate/Dept. Mgr		Project Manager		Staff Engineer - Electrical		Graduate Engineer/Architect I		Senior Construction Observer		Construction Observer Supervisor		Testing Tech/Coordinator		Survey - Sr. Party Chief		GIS Specialist		TOTAL	
		RATE	145.00	RATE	157.04	RATE	131.37	RATE	127.60	RATE	108.46	RATE	87.73	RATE	87.00	RATE	116.58	RATE	68.30	RATE	106.14	RATE	88.45		
TASK		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE
TASK NO.																									
1A	Contract Administration & Pay Applications	6	\$870.00	8	\$1,256.28	40	\$5,254.80	40	\$5,104.00	8	\$867.68	144	\$12,632.40											246	\$25,985.16
1B	Meetings (City Council, Pre-Con, Progress & Closeout)	8	\$1,160.00			16	\$2,101.92	16	\$2,041.60	6	\$650.76	8	\$701.80	4	\$348.00	4	\$466.32							62	\$7,470.40
1C	Public Outreach/Resident Coordination					2	\$262.74	2	\$255.20			8	\$701.80	8	\$696.00									20	\$1,915.74
2A	Construction Engineering & Contractor Submittal Reviews	2	\$290.00	8	\$1,256.28	8	\$1,050.96	8	\$1,020.80	12	\$1,301.52	48	\$4,210.80	4	\$348.00	8	\$932.64							98	\$10,411.00
2B	Construction Observation - Spot Checks													150	\$13,050.00	32	\$3,730.56							182	\$16,780.56
3	Construction Layout / Staking											8	\$701.80	8	\$696.00					20	\$2,122.80			36	\$3,520.60
4	Material Testing			4	\$628.14													92	\$6,283.14					96	\$6,911.28
5	As-Builts and Incorporation into GIS Data Base					4	\$525.48	4	\$510.40	2	\$216.92	12	\$1,052.70							20	\$2,122.80	8	\$707.60	50	\$5,135.90
SUBTOTAL Construction Engineering		16	\$2,320.00	20	\$3,140.70	70	\$9,195.90	70	\$8,932.00	28	\$3,036.88	228	\$20,001.30	174	\$15,138.00	44	\$5,129.52	92	\$6,283.14	40	\$4,245.60	8	\$707.60	790	\$78,130.64

August 10, 2020 City Council Meeting


Moved by Councilmember _____ and seconded by Councilmember _____ to award the contract for the 2020 Sidewalk Replacement Program to the lowest qualified bidder, Luigi Ferdinandi & Son Cement Co. of Roseville, Michigan, in an amount of \$122,080.00. In addition, allocate \$35,313.88 for construction engineering services to Hubbell, Roth & Clark and \$12,208.00 for construction contingencies. Funding will come from accounts 470-938-975-001 and 470-938-821-000.

Ayes:

Nays:

Motion:

Transmittal Memo

To: Matthew Baumgarten, City Manager (via email)
Cc: Mark Pollock, Finance Director (via email)
From: Derrick Schueller, DPW Director 
Date: July 30, 2020
Subject: 2020 Sidewalk Replacement Program
Recommendation for Award

The City has decided to improve public sidewalks as part of a multi-year construction program. The initial area of focus will be the southwest corner of the City, sometimes referred to as Section 5 with borders of Greenfield-11 Mile-Coolidge-Catalpa. In this section, only those slab repairs noted as "immediate" will be addressed. Hubbell, Roth & Clark (HRC) previously completed a sidewalk survey in this area and developed ratings and gathered quantities. Photos were also taken and the information stored electronically for future reference and analysis. HRC then prepared the full bid specifications and contract documents for public bidding via MITN/BidNet.

Sealed bids were received at City Hall on April 7, 2020 from five (5) contractors (see attached bid tab). HRC has reviewed the bids and verified references. We concur with the recommendation of HRC and propose awarding the bid to the lowest-qualified contractor, Luigi Ferdinandi & Son Cement Co. of Roseville, Michigan, in an amount of \$122,080.00.

At this time, we also recommend \$35,313.88 be approved for construction engineering services in accordance with the attached detailed proposal from HRC. Construction engineering covers many components including preconstruction/progress meetings, resident outreach and field coordination, contract alterations, material testing and certification, construction layout/staking, supplemental observation, pay estimates review and approval, GIS as-builts and project closeout. HRC has also recommended a 10% contingency of \$12,208.00 be added to the low bid amount for any unforeseen construction modifications.

The tentative construction schedule is to begin work in mid-October 2020 with substantial completion by December 31, 2020. Construction is slated for the fall to allow property owners ample time to have the work completed by their own contractor, if they choose to do so. Please note this is a traditional sidewalk assessment program and property owners will be responsible for the construction costs.

Funding was previously allocated in the Sidewalk Fund under the following accounts: 470-938-975-001 (Capital-Construction) and 470-938-821-000 (Capital-Engineering).

Feel free to contact our office with any questions or concerns.

CITY OF BERKLEY

"2020 Sidewalk Replacement Program"

For the Department of Public Works

Bid Opening: Tuesday, April 7, 2020 @ 3 PM

<u>Business Name</u>	<u>Address</u>	<u>Bid (Base Services)</u>	<u>Bid Bond</u>	<u>References</u>
Audia Construction	2985 Childs Lake Road Milford, MI 48381	\$339,832.50	Yes	No
Lacaria Concrete Construction Inc.	3720 Central St. Detroit, MI 48210	\$192,225.50	Yes	Yes
Great Lakes Contracting Solutions, LLC	2300 Edinburgh Waterford, MI 48328	\$167,320.00	Yes	Yes
JB Contractors Inc.	2933 Military Detroit, MI 48209	\$159,562.00	Yes	Yes
Luigi Ferdinandi & Son Cement Co.	16481 Common Roseville, MI 48066	\$122,080.00	Yes	Yes

July 30, 2020

City of Berkley
3338 Coolidge Highway
Berkley, Michigan 48072

Attn: Mr. Derrick Schueller, Public Works Director
Mr. Matthew Baumgarten, City Manager

Re: Recommendation for Award and Bid Tabulation
2020 Sidewalk Replacement Program

HRC Job No. 20190847

Gentlemen:

We have reviewed the bids received on Tuesday, April 7, 2020 for the 2020 Sidewalk Replacement Program and have found them to be in order. There were five (5) bids received, and the low bidder was Luigi Ferdinandi & Son Cement Co., Inc. of Roseville, Michigan, with a total bid of \$122,080.00, which is below the Engineer's Preliminary Construction Estimate of \$220,685.00.

The general scope of work includes the removal and replacement of 4 inch and 6-inch-thick concrete sidewalk slabs. An inspection survey and condition evaluation of the existing sidewalk in the southwest section of the City resulted in a conclusion that approximately 320 privately-owned slabs (8,500 sft) and approximately 160 public-owned slabs (2,000 sft) meet the City's highest priority ranking for replacement (sidewalk differentials of 2" and above). This is a traditional sidewalk assessment program with the cost of the work billed to the property owner.

The low bidder has submitted satisfactory references for similar road improvement projects completed for the cities of Eastpointe, Sterling Heights, Pleasant Ridge, Mt. Clemens, Birmingham, and Sterling Heights, and the townships of Macomb and Plymouth.

This project is expected to begin the week of October 12, 2020 and should be substantially complete by December 31st, 2020. The start date is predicated on the August 10th, 2020 approval of this project by Council and a 60-day grace period during which a resident can replace their slabs on their own. In mid-august each affected residence will receive a letter outlining their options and important dates. HRC will work with the various City departments on the content of this letter.

NOTE: HRC expects the City received bid, outlined in the letter, will provide residents a significant cost savings over completing the repairs on their own due to economies of scale.

Based on the above, this office recommends award of the Contract to Luigi Ferdinandi & Son Cement Co., Inc. of Roseville, Michigan, with a total bid of \$122,080.00, subject to the submission of the necessary bonds and insurance, which comply with the contract specifications. We also recommend that an additional 10% contingency (\$12,208.00) be added to the low bid amount. In addition, HRC

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

proposes a not-to-exceed Construction Engineering budget of **\$35,313.88** also be adopted. A breakdown of the construction engineering costs is included in an attachment with this letter.

Based on the above, HRC recommends the City approve the total project construction budget for the 2020 Sidewalk Replacement Program of **\$169,601.88** (not-to-exceed maximum, including costs for contingencies and construction engineering).

Enclosed, please find a copy of the Bid Tabulation for your records. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Roland N. Alix, P.E.
Vice President



Edward D. Zmich
Project Engineer

EDZ/mas

Attachment: Bid Tabulation
HRC CE services cost breakdown

pc: City of Berkley; Mr. Shawn Young, Ms. Torri Mathes
HRC; R. DeFrain; M. Grazioli, File

Item	Quantity	Unit	Hubbell, Roth & Clark, Inc. 555 Hulet Dr. Bloomfield Hills, MI 48303 (248) 454-6300	Luigi Ferdinandi & Son Cement Co. 16481 Common Roseville, MI 48066 (586) 774-1000	JB Contractors, Inc. 2933 Military Detroit, MI 48209 (313) 995-8301	Great Lakes Contracting Solutions, LLC 2300 Edinburgh Waterford, MI 48328 (313) 962-0400
			Unit Price	Total Cost	Unit Price	Total Cost
DIVISION I - SOUTHWEST SECTION (PRIVATE SLABS)						
1 Mobilization (Max 5%)	1	LS				
2 Sidewalk, Rem, 4 inch	900	Syd	\$9,000.00	\$9,000.00	\$6,000.00	\$6,000.00
3 Sidewalk, Rem, 6 inch	40	Syd	\$12.00	\$10,800.00	\$14.75	\$13,275.00
4 Sidewalk, Conc, Grade P1, w/ Tree Roots, 4 inch, (incl. Excavation & Class II Sand Base, CIP), Modified	6,150	Sft	\$15.00	\$600.00	\$15.50	\$620.00
			\$10.00	\$61,500.00	\$12.00	\$73,800.00
5 Sidewalk, Conc, Grade P1, w/ Tree Roots, 6 inch, (incl. Excavation & MDOT 21AA Base, CIP), Modified	45	Sft				
			\$15.00	\$675.00	\$14.00	\$630.00
6 Sidewalk, Conc, Grade P1, 4 inch (incl. Excavation & Class II Sand Base, CIP)	1,940	Sft	\$7.00	\$13,580.00	\$6.90	\$13,386.00
7 Sidewalk, Conc, Grade P1, 6 inch (incl. Excavation & MDOT 21AA Base, CIP)	310	Sft	\$12.00	\$3,720.00	\$8.10	\$2,511.00
8 Lawn Restoration (3" Topsoil, Mulch Blanket, 14-Day Watering Period, and Repairs to all Irrigation Systems, as required)	450	Syd	\$30.00	\$13,500.00	\$3.00	\$1,350.00
9 Color Audio-Video Route Survey	1	LS				
10 Maintaining Traffic, Including Pedestrian Traffic Barricading	1	LS	\$7,500.00	\$7,500.00	\$1,725.00	\$1,725.00
			\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00
11 Observation Crew Days	\$750	Day	\$40.00	\$30,000.00	10	\$7,500.00
					25	\$18,750.00
Subtotal - Division I				\$175,875.00		\$125,797.00
						\$126,755.00

Item	Quantity	Unit	Hubbell, Roth & Clark, Inc. 555 Hulet Dr. Bloomfield Hills, MI 48303 (248) 454-6300	Luigi Ferdinandi & Son Cement Co. 16481 Common Roseville, MI 48066 (586) 774-1000	JB Contractors, Inc. 2933 Military Detroit, MI 48209 (313) 995-8301	Great Lakes Contracting Solutions, LLC 2300 Edinburg Waterford, MI 48328 (313) 962-0400
DIVISION II - SOUTHWEST SECTION (PUBLIC SLABS)						
1 Mobilization (Max 5%)	1	LS	\$3,000.00	\$1,000.00	\$1,500.00	\$1,500.00
2 Sidewalk, Rem, 4 inch	230	Syd	\$12.00	\$4,140.00	\$14.75	\$2,875.00
3 Sidewalk, Conc, Grade P1, w/ Tree Roots, 4 inch, (incl. Excavation & Class II Sand Base, CIP), Modified	1,600	Sft	\$10.00	\$12,800.00	\$12.00	\$19,200.00
4 Sidewalk, Conc, Grade P1, 4 inch, (incl. Excavation & Class II Sand Base, CIP)	400	Sft	\$7.00	\$2,800.00	\$6.90	\$3,200.00
5 Lawn Restoration (3" Topsoil, Mulch Blanket, 14-Day Watering Period, and Repairs to all Irrigation Systems, as required)	100	Syd	\$30.00	\$600.00	\$3.00	\$1,575.00
6 Color Audio-Video Route Survey	1	LS	\$1,000.00	\$400.00	\$862.50	\$765.00
7 Maintaining Traffic, Including Pedestrian Traffic Barricading	1	LS	\$5,000.00	\$1,000.00	\$2,000.00	\$5,000.00
8 Observation Crew Days	\$750	Day	\$15.00	\$2,250.00	5	\$11,250.00
Subtotal - Division II			\$44,810.00	\$24,990.00	\$33,765.00	\$40,565.00
BID SUMMARY						
Subtotal - Division I			\$175,875.00	\$97,090.00	\$125,797.00	\$126,755.00
Subtotal - Division II			\$44,810.00	\$24,990.00	\$33,765.00	\$40,565.00
TOTAL BID AMOUNT:			\$220,685.00	\$122,080.00	\$159,562.00	\$167,320.00

Item	Quantity	Unit	Hubbell, Roth & Clark, Inc. 555 Hulet Dr. Bloomfield Hills, MI 48303 (248) 454-6300	Luigi Ferdinandi & Son Cement Co. 16481 Common Roseville, MI 48066 (586) 774-1000	JB Contractors, Inc. 2933 Military Detroit, MI 48209 (313) 995-8301	Great Lakes Contracting Solutions, LLC 2300 Edinburgh Waterford, MI 48328 (313) 962-0400		
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost

Other Bids

4	Lacaria Concrete Construction, Inc.			\$196,622.50 *
5	Audia Construction			\$339,832.50

* Corrected by Engineer

ENGINEER:

Hubbell, Roth & Clark, Inc.
555 Hulet Dr
P.O. Box 824
Bloomfield Hills, MI 48303-0824

2020 HRC Fee Breakdown
 JOB NUMBER: 20190847
 PROJECT NAME: **2020 Sidewalk Replacement Program - CE Services**
 PRINCIPAL **R. ALIX**
 ASSOCIATE **E. Zmich**
 DATE **July 30, 2020**

HRC STAFF POSITION																								
	Vice President			Chief Testing/Observation Manager			Project Manager			Graduate Engineer I			Construction Observer			Testing Technician I			Construction Observer Supervisor			TOTAL		
	RATE	FEE	HRS	RATE	FEE	HRS	RATE	FEE	HRS	RATE	FEE	HRS	RATE	FEE	HRS	RATE	FEE	HRS	RATE	FEE	HRS	FEE	HRS	
TASK																								
TASK NO.																								
1A	Contract Administration & Pay Applications	4	\$580.00																					
1B	Meetings (City Council, Pre-Con, Progress & Closeout)	4	\$580.00																					
1C	Notification Letters to Residents																							
1D	Resident Coordination During Construction																							
2A	Construction Engineering & Contractor Submittal Reviews																							
2B	Supplemental Construction Observation																							
3	Sidewalk Slab Replacement Identification																							
4	Material Testing (Concrete & Subbase)																							
5	As-Builts and Incorporation into GIS Data Base																							
SUBTOTAL Construction Engineering		8	\$1,160.00	16	\$2,315.36	42	\$5,359.20	76	\$6,281.40	148	\$10,300.80	120	\$7,099.20	24	\$2,797.92	434	\$35,313.88							

August 10, 2020 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the purchase of a Rear Load Garbage Body at a total cost of \$93,287.52 from the sole source vendor of Heil equipment, Bell Equipment Company, utilizing the MiDEAL Cooperative Bid Contract from account 226-528-982-000.

Ayes:

Nays:

Motion:

Transmittal Memo



To: Matthew Baumgarten, City Manager
Cc: Mark Pollock, Finance Director
From: Derrick Schueller, DPW Director *DS*
Date: July 2, 2020
Subject: Recommendation for Award-2020 Rear Load Garbage Body for Hook Trucks
State of Michigan MiDEAL Cooperative Purchasing Program

As part of the FY 2020-2021 budget process, funding was allocated for the purchase of a new rear loading refuse body mounted on a hook lift skid. As you know, we use garbage trucks/bodies to assist in the collection of curbside leaves each fall. This new body will be utilized on one of our existing hook trucks, eliminating the need for another chassis. The package will include a 20 cubic yard Heil refuse body, SwapLoader skid, rollers, winch, lighting, rear leaf chute, mounting, hydraulics, electrical and on-site training.

We currently operate Heil hoppers and equipment on all of our packer trucks. For over 100 years Heil has produced durable products for the waste industry and is proudly made in Fort Payne, Alabama.

We recommend moving forward with the rear load garbage body purchase utilizing the MiDEAL Contract (#071B7700091 expiring January 2021). MiDEAL offers governmental purchasing contracts at discounted rates with standardized unit pricing. The purchase will be made from the Heil sole source provider in the State of Michigan, Bell Equipment Company, in an amount not to exceed \$93,287.52. Please see attached pricing and sole source documentation.

Funds were previously allocated in the 2020-2021 Capital Equipment Replacement Plan under account number 226-528-982-000 (Equipment-\$100,000).

Feel free to contact our office with any questions or concerns.

Attachments DLS
J:\Vehicles and Equipment\Garbage Trucks Rear Loaders\2020\Rear Load Garbage Body\Council\Council Recommendation Rear Load Garbage Body 7-2-20.doc



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number 071B7700091

CONTRACTOR	BELL EQUIPMENT CO	STATE	Program Manager	Scott Poyer	SW
	78 Northpointe Drive			517-284-6448	
	Lake Orion, MI 48359		Contract Administrator	poyers@Michigan.gov	
	James Bell			Yvon Dufour	DTMB
	248-370-0000			(517) 249-0455	
	jbell@bellequip.com			dufoury@michigan.gov	
	CV0022702				

CONTRACT SUMMARY

CONSTRUCTION EQUIPMENT PURCHASE & RENTAL

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 13, 2017	January 12, 2021	2 - 1 Year	January 12, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 12, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,500,000.00	\$0.00	\$2,500,000.00		

DESCRIPTION

Effective 4/3/2020 pricing on this contract hereby updated, per revised Schedules E1, E3, E5, and E8. Schedules E2, E6, E7, and E9 from CN1 are attached for a complete pricing reference. All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.



a **DAVEY** company

WE NEVER STOP WORKING FOR YOU

PT 1000™

High-Performance Rear Loader



Standard Equipment Features included in Base Price

- | | |
|--|---|
| <ul style="list-style-type: none">• 3.0 yd³ hopper• Smooth side body construction• Bolt-on ANSI Compliant rear riding steps• Tailgate service props• Remote mount cast iron roller bearing gear pump (less PTO)• Chrome-plated ejector cylinder sleeves• Quick-change UHMW ejector slides• Wide track easy-change carrier slides• Underbody mounted oil tank• Level / temperature / sight gauge for hydraulic oil tank• Oil suction shut-off valve• 3-micron return line filter with magnetic trap and in-cab filter bypass monitor• 100-micron suction line strainer• Regenerative valve for fast packer and reload times• Neutral safety switch for automatic transmissions only• Right side buzzer controls• Abrasion Resistant Hoses• Right side packer controls• Backup alarm• Backup and license plate light | <ul style="list-style-type: none">• LED Center-mounted brake light• LED Duplicate high and low mount stop, turn, and tail lights• LED Mid-body turn signals• Hinged left side body access door with step and grab handle• LED FMVSS #108 clearance lights and reflectors• ICC reflective tape• Rear camera bracket and flood lights - reverse activated• Body undercoating• Customer's choice of one color finish paint from Color Smart brochure• Standard 1-year (2,000 hours of operation) warranty• ANSI Z 245.1-2017 compliant• Cavity coat and joint sealer• Chrome ejector cylinder• 5 lb. In-cab Fire Extinguisher• Safety Triangle |
|--|---|

[Return to Index Page](#)

2020 PT 1000™ High-Performance Rear Loader - Sales Order Form		
Base Units PT 1000™ High-Performance Rear Loader * EJECT ONLY *		
<input type="checkbox"/> 13 cubic yard		\$ 55,529
<input type="checkbox"/> 16 cubic yard		\$ 57,364
<input type="checkbox"/> 18 cubic yard		\$ 58,902
<input checked="" type="checkbox"/> 20 cubic yard		\$ 60,716
<input type="checkbox"/> 25 cubic yard		\$ 64,134
Hopper Size		3.0 yd³
CHASSIS MUST CONFORM WITH HEIL'S MOST CURRENT CHASSIS SPECIFICATIONS FOUND AT WWW.HEIL.COM		
Mounting Options		
<input type="checkbox"/> Full Factory Mount		\$ 3,044
<input type="checkbox"/> Semi-Mount - consists of frame cut-off, permanent mounting brackets and light electrical wiring only		\$ 1,519
<input type="checkbox"/> Strap Mount - chassis must be suitable for temporary mount when received - Heil will connect lights and provide temporary mounting brackets		\$ 870
<input checked="" type="checkbox"/> Mount at Dealer Destination		\$ 783
Power Take Off / Pump Options		
<input type="checkbox"/> Remote Mount Gear Pump		STD
<input type="checkbox"/> Direct Mount Gear Pump		\$ 767
<i>*Requires Custom approval for any chassis with a 3000 Series Allison Transmission*</i>		
<input type="checkbox"/> Direct Mount Vane Pump		\$ 1,277
<input type="checkbox"/> Front Mount Vane Pump		\$ 4,687
<input type="checkbox"/> Operate at Idle (OAI) Front Mount Vane Pump		\$ 7,328
<input checked="" type="checkbox"/> Clutch Shift PTO		\$ 3,130
<input type="checkbox"/> Clutch Shift - Extended Shaft PTO with Gear Pump		\$ 3,966
<input type="checkbox"/> Constant Drive - Extended Shaft PTO with Gear Pump		\$ 3,966
Certain transmission / chassis configurations may not have proper clearance to allow direct mount or live power systems driven off of the transmission		
Lighting and Electrical Accessories		
<input type="checkbox"/> Hopper Work Light Kit - switch on tailgate		\$ 376
<input type="checkbox"/> Hopper Work Light Kit - switch in cab		\$ 376
<input checked="" type="checkbox"/> Dual Hopper Work Light Kit - two lights - switch on tailgate		\$ 600
<input type="checkbox"/> Dual Hopper Work Light Kit - two lights - switch in cab		\$ 500
<input type="checkbox"/> Dual Work Lights Outside of Hopper		\$ 500
<input type="checkbox"/> Body Side Backing Assist Lights - reverse activated		\$ 536
<input checked="" type="checkbox"/> Multi-Function LED Strobe / Turn Lamps - includes LED light package for entire unit		\$ 649
<input type="checkbox"/> Municipal Lights with Dual 7" Amber LEDs & Overhead Flood Light		\$ 1,200
<input type="checkbox"/> Strobe Light, Amber - upper LH corner of tailgate - in-cab switch		\$ 711
<input type="checkbox"/> Dual Strobe Lights, Amber - upper LH & RH on tailgate - in-cab switch		\$ 1,030
<input type="checkbox"/> Strobe Light, Amber - mounted left-center, front of body - in-cab switch		\$ 711
<input type="checkbox"/> Dual Front LED Oval Strobe Lights, Amber - in-cab switch		\$ 819
<input type="checkbox"/> Dual Rear LED Oval Strobe Lights, Amber - in-cab switch		\$ 819
<input type="checkbox"/> Left Hand Buzzer Kit		\$ 180
<input type="checkbox"/> Whelen Strobe Lights Kit		\$ 3,760
When equipped with dual cart tipper, only upper Multifunction lamps will be provided		
Container Handling / Cart Tipper Options		
<input type="checkbox"/> 12,000 Pound Line Pull Drum Winch with Control Kit <i>*Not available on 13yd Unit*</i>		\$ 6,190
<input checked="" type="checkbox"/> 15,000 Pound Line Pull Reaving Cylinder with Control Kit <i>* Not available on 13yd Unit*</i>		\$ 6,875
<input type="checkbox"/> Reaving Cylinder Bracket Only <i>* Not available on 13yd Unit*</i>		\$ 572
<input type="checkbox"/> Adjustable Roll Bar with Control Kit		\$ 4,372
All of the above mechanisms require the latch kit below		
<input checked="" type="checkbox"/> Tip and Latch Kit - to suit application without cart tipper(s)		\$ 1,633
<input type="checkbox"/> Up and Latch Kit - to suit application with cart tipper(s)		\$ 1,741
<input type="checkbox"/> Single Tipper Center Mounted	<input type="checkbox"/> Single Tipper Offset to Curbside	<input type="checkbox"/> Dual Tipper
<input type="checkbox"/> Single Control Valve Section with Control Handle		\$ 1,406
<input type="checkbox"/> Double Control Valve Section with Control Handles		\$ 2,158
<input type="checkbox"/> Single Cart Tipper Control Valve, Handle, Plumbing and Hose Kit		\$ 2,106
<input type="checkbox"/> Dual Cart Tipper Control Valve, Handle, Plumbing and Hose Kit		\$ 3,425
<input type="checkbox"/> Bayne Cart Tipper - Specify Model - Includes Controls, Valves, Plumbing, and Installation		See Bayne
<input type="checkbox"/> Customer Installed Single Cart Tipper Kit - Bayne Bracket, Control Valve, Handle, Plumbing and Hose Kit		\$ 2,467
<input type="checkbox"/> Customer Installed Double Cart Tipper Kit - Bayne Bracket, Control Valve, Handle, Plumbing and Hose Kit		\$ 3,780
Body Options		
<input type="checkbox"/> Hopper Floor Kit (1/4" - 150,000 psi in lieu of 3/16" 150,000 psi)		\$ 968
<input type="checkbox"/> Hopper Floor Overlay Kit (3/16" - 150,000 psi)		\$ 1,463
<input type="checkbox"/> Heavy Duty Hopper Overlay Package 3/16" Hopper Bottom and Side Liners		\$ 2,467
<input type="checkbox"/> Heavy Duty Tailgate Raise Cylinders (Maybe Required Depending Upon Tailgate Optional Content Ordered)		\$ 1,406
<input type="checkbox"/> 1/4" Body Floor Kit		\$ 2,649
<input type="checkbox"/> Body Front Head Closure Kit		\$ 400
<input type="checkbox"/> Hydraulic Pressure Gauge Kit (shipped loose in cab)		\$ 324
<input type="checkbox"/> High Pressure Filter Kit		\$ 963
<input type="checkbox"/> 60 Gallon Washout Tank - side mounted		\$ 2,153
<input type="checkbox"/> 20 lb. Fire Extinguisher with Bracket		\$ 525
<input type="checkbox"/> Dual 20lb. Fire Extinguisher with Bracket		\$ 1,056
<input type="checkbox"/> Tool Box (18" x 18" x 36") - frame mounted		\$ 860
<input type="checkbox"/> Tool Box (18" x 18" x 24") - frame mounted		\$ 814
<input type="checkbox"/> Broom and Shovel Rack - mounted on tailgate		\$ 232
<input type="checkbox"/> Fender Extension Kit		\$ 770
<input type="checkbox"/> Mud Flaps - anti-sail / anti-splash - mounted ahead of rear tires		\$ 242
<input type="checkbox"/> Mud Flaps - anti-sail / anti-splash - tailgate mounted behind rear tires		\$ 330
<input type="checkbox"/> Mud Guards - steel - mounted ahead of rear tires		\$ 350
<input type="checkbox"/> 5 Gallon Cooler and Bracket - frame mounted		\$ 376
<input type="checkbox"/> Side Door Interlock Kit - shuts down pump when open (Requires Clutch Shift PTO)		\$ 556
<input type="checkbox"/> Return Line Check Valve Kit		\$ 536
<input type="checkbox"/> Spill Kit - In Cab		\$ 361
<input type="checkbox"/> Spill Kit - Front of Body		\$ 474
<input type="checkbox"/> Extended Tailgate Seal		\$ 330
<input type="checkbox"/> Automatic Hydraulic Tailgate Locks		\$ 4,053
<input type="checkbox"/> Anti-Back Pack Valve Kit		\$ 1,009
<input type="checkbox"/> California Back Up Alarm		\$ 711
<input type="checkbox"/> Hydraulic Oil Tank Quick Disconnect Kit - For use with filter buggy		\$ 865
<input type="checkbox"/> 500 watt in-tank oil heater		\$ 1,262
<input type="checkbox"/> PTO Hour Meter		\$ 200

[Return to Index Page](#)

Bell Equipment Company

June 18, 2020

Mr. Derrick Schueller
City of Berkley
3238 Bacon Street
Berkley, MI. 48072

Michigan Office:
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000
Fax: (248) 370-0011

Ohio Office:
850 Science Blvd.
Gahanna, Ohio 43230
Phone: (614) 655-0022
Fax: (614) 655-0023

Dear Derrick,

Please consider the following proposal for the purchase of (1) Heil PT1000 (20) cubic yard rear loading refuse body mounted on a hook-lift skid. This body is equipped as follows and pricing is derived from our State of Michigan MI-Deal Contract, Contract **#071B7700091**.

• Heil PT1000 (20) cubic yard rear loading refuse body	\$60,716.00
• Mount at destination	\$783.00
• Hot shift PTO	\$3,130.00
• Dual hopper work lights	\$600.00
• Multi-function strobe package	\$649.00
• 15,000# capacity overhead winch	\$6,876.00
• Lip and latch kit	\$1,633.00
• Freight	\$3,150.00
• Installation and Warranty	\$550.00
• Rear rollers	\$680.00
• Skid	<u>\$2,200.00</u>
• BODY TOTAL	\$80,967.00
• MOUNTING, HYDRAULICS, ECLECTRICAL, FRONT LEGS, ETC.	<u>\$14,332.50</u>
• PACKAGE TOTAL	\$95,299.50
• LESS 4% MI-DEAL DISCOUNT	<u>-\$3,811.98</u>
• COMPLETED PRICE	\$91,487.52

For a rear leaf chute built by Bell Equipment Company, add **\$1,800.00** to above price. This price includes the 4% discount. I can have this body shipped in and we could have it mounted in approximately (75) days after receipt of order.

If you have any questions, please call or email me. Thank you for the opportunity.

Yours truly,



Clark R. Bushman

Vice President/Sales
Bell Equipment Company

Street Sweepers • Refuse Collection Bodies • Recycling Equipment • Salt Spreaders



A DOVER COMPANY

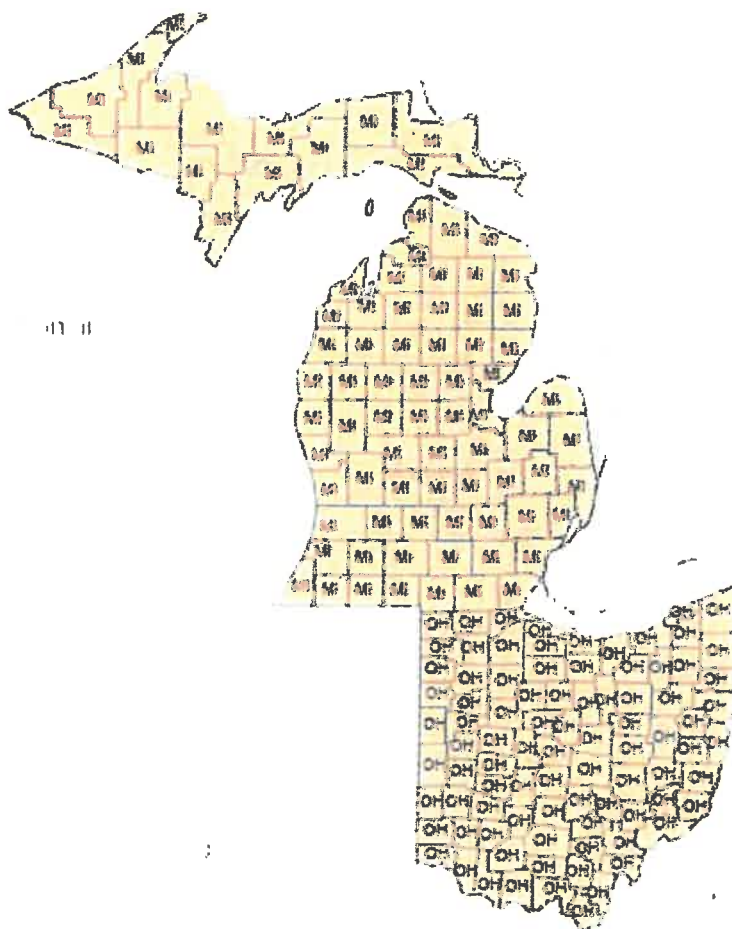


June 11, 2020

**Subject: Heil Environmental Authorized Dealer Representation
Bell Equipment**

To Whom It May Concern:

Please be advised that *Bell Equipment* is an authorized dealer for Heil Environmental. *Bell Equipment's* geographical Area of Responsibility ("AOR") includes the counties as set forth in the map below:



Accordingly, Bell Equipment is responsible for both sales and support (including but not limited to factory-authorized warranty work and sale of Heil service parts) for all Heil products in the above-referenced counties.

There are no other Heil-authorized dealers in the above-referenced counties for Original Equipment Manufacturer ("OEM") service parts for our Products.

Respectfully submitted,


George Paturalski
Senior Director, Risk Management and Assistant Secretary

On 6-11-2020, the signatory above, George Paturalski, who is known to me – did appear before me and aver to the accuracy of the information supplied herein.


NOTARY PUBLIC

My Commission Expires April 24, 2022



**RESOLUTION OF THE CITY OF BERKLEY
TO CONCUR IN THE RULES AND REGULATIONS CONCERNING
INDUSTRIAL PRETREATMENT PROGRAM AS ADOPTED
BY THE GREAT LAKES WATER AUTHORITY**

WHEREAS, the Great Lakes Water Authority ("GLWA") is a Michigan municipal authority and public body corporate organized and existing pursuant to the provisions of Michigan Public Act No.233 of 1955, as amended, MCL 124.281, *et seq.* ("Act 233"), for the purpose of establishing a regional sewage disposal system to operate, control, and improve the sewage disposal system leased from the City of Detroit; and

WHEREAS, pursuant to Act 233, the City of Berkley is a constituent municipality of the GLWA; and

WHEREAS, as authorized by Act 233, GLWA and the constituent municipalities are required by state and federal law to adopt binding rules and regulations as outlined on the GLWA Industrial Waste Control website located at <http://www.glwater.org/iwc/> and as part of an Industrial Pretreatment Program (IPP) in order to comply with all applicable state and federal laws, including, without limitation, the requirements of the Federal Water Pollution Control Act, 33 USC Section 1251, *et. seq.*, the General Pretreatment Regulations for Existing and New Sources of Pollution, 40 CFR 403, and the National Categorical Pretreatment Standards contained in 40 CFR Sections 405-471; and

WHEREAS, these rules and regulations were adopted by GLWA as a uniform code to: (1) regulate wastes and wastewaters discharged into the collection system for all participating municipalities; (2) prevent the introduction of pollutants into the wastewater systems which will interfere with the operation of the system, contaminate the resulting sludge, or pose a hazard to the health, safety or welfare of the people, the communities or to employees of GLWA; (3) prevent the introduction of pollutants into the wastewater system which will pass inadequately treated through the system and into the receiving waters, the atmosphere, and the environment, or will otherwise be incompatible with the system; (4) provide for the recovery of costs from users of the wastewater collection system sufficient to administer regulatory activities and meet the costs of operation, maintenance, improvement and replacement of the system; and

WHEREAS, after a 45-day public comment period and public hearing, the Board of the GLWA approved the IPP Rules on November 13, 2019.

NOW THEREFORE BE IT RESOLVED that the governing body of the City of Berkley, in compliance with Act 233 and state and federal law, hereby concur in the IPP rules and regulations as outlined on the GLWA Industrial Waste Control website located at <http://www.glwater.org/iwc/> ; including any subsequent amendments thereto, which amendments, if any, shall not require the approval of this governing body; and

BE IT FURTHER RESOLVED that the adoption and approval of the rules and regulations contained on the GLWA Industrial Waste Control website shall be contractually binding on the parties, and no governing body of the City of Berkley shall be authorized or empowered to rescind or change the approval granted in this resolution without 180 days prior written notice to the GLWA.

ON MOTION OF _____ SUPPORTED BY _____ the foregoing Resolution was adopted by the following vote:

ROLL CALL: ABSENT _____ AYE _____ NAY _____


Introduced and passed at a Regular City Council Meeting on Monday, August 10, 2020.

Daniel J. Terbrack
Mayor

Attest:

Victoria Mitchell
City Clerk

Transmittal Memo

To: Matthew Baumgarten, City Manager (via email)
From: Derrick Schueller, DPW Director 
Date: July 24, 2020
Subject: GLWA Industrial Pretreatment Program & Updated Rules
Resolution for August 10, 2020 City Council Meeting

The Great Lakes Water Authority (GLWA) treats the sanitary sewer flow from over 70 communities in southeast Michigan, including the City of Berkley. As part of this responsibility, GLWA implements an Industrial Pretreatment Program (IPP) to regulate the discharge of commercial wastewater. GLWA maintains a set of rules to enforce the IPP, including pollutant discharge levels.

In late 2019 the GLWA Board of Directors passed a resolution to revise the IPP rules which included, among other items, new language for PFAS contaminants. The full copy of these updated rules can be found via the GLWA website at:

<https://www.glwater.org/iwc/>

Please find attached a FAQ flyer from GLWA regarding this item along with a summary listing of the substantive changes made to the IPP rules.

Pursuant to the Municipal Sewage Disposal, Water Supply, and Solid Waste Management Systems Act, 233 PA 1955, MCL 124.281, each municipality whose wastewater flow goes to the GLWA treatment facility must pass a resolution adopting the updated set of rules. A draft resolution from the GLWA template model is attached. Please note GLWA is requesting a signed resolution back on or before September 1, 2020.

Feel free to call with any questions or concerns.

Thank you.

Attachments
DLS

J:\GLWA\Industrial Pretreatment Program IPP\2020\Council\Trans Memo GLWA IPP Rules Resolution 7-24-20.doc

What is the Industrial Pretreatment Program?

The Great Lakes Water Authority (GLWA) implements and enforces an Industrial Pretreatment Program (IPP) to regulate the discharge of commercial and industrial waste and wastewater.

The IPP includes the following elements:

- **Pretreatment Program** – regulates the discharge of toxic pollutants to the sewer collection system and performs inspection, monitoring, enforcement control and administration of industrial and commercial wastewater discharges. All Users must comply with general requirements and Significant Industrial Users must comply with permit-based requirements.
- **Surcharge (High Strength) Program** – is a cost recovery program for commercial and industrial waste discharging conventional pollutants above Domestic Levels and payment of additional treatment costs (\$/lb) associated with these Users.
- **Special Discharge and General Permit Program** – authorizes the discharge of special wastes and wastewaters including groundwater, construction water, spent products, and other short-term projects through a permit program.
- **Hauled in Waste Program** – authorizes the discharge from waste haulers of septic tank and septage, and other domestic wastewater through a permit and ticket/token payment program.

What are the new IPP rules, and why were they changed?

GLWA maintains a set of rules by which it implements and enforces the IPP. On November 13, 2019 the GLWA Board of Directors passed a resolution to add language to the rules regarding regulation of PFAS compounds. The full set of rules—with the added language—can be found online at www.glwater.org/iwc.

What do I need to do?

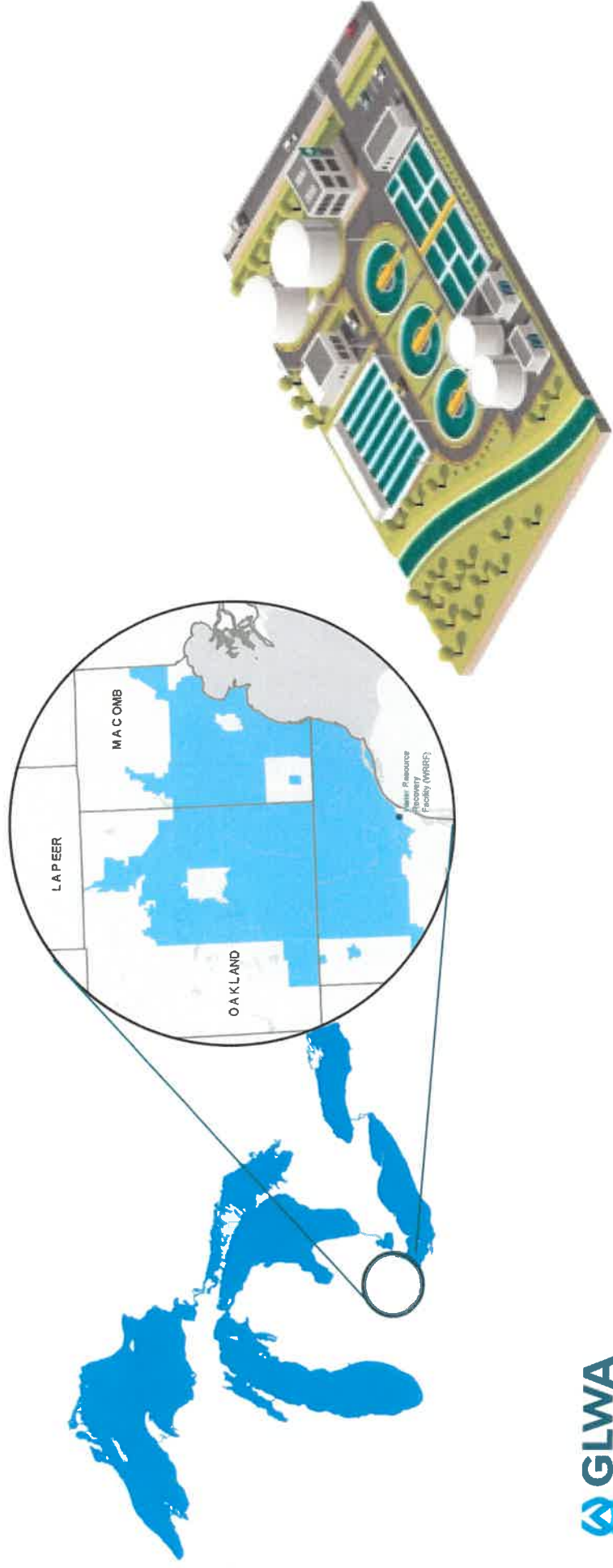
The governing body of every municipality whose wastewater flow goes to the WRRF must pass a resolution adopting the full, updated set of rules (see page 2 for a sample resolution). Please email a copy of the adopted resolution to Stephen Kuplicki, PE, JD – GLWA Manager-Operations, Industrial Waste Control at Stephen.Kuplicki@glwater.org by September 1, 2020.

Who do I contact with questions?

Please contact Mr. Kuplicki, at Stephen.Kuplicki@glwater.org or (313) 297-5804 with any questions or concerns.

Which Members?

The governing body of every municipality whose wastewater flow goes to the Water Resource Recovery Facility (WRRF) must pass a resolution adopting the full, updated set of rules



SUMMARY OF SUBSTANTIVE UPDATES TO GLWA IPP RULES

Page Number	Action	Explanation
Page 3	Updated the definition of "Authorized Representative"	Clarification
Page 4	Added definition of "Chief Compliance Officer"	Clarification
Page 5	Deleted definition of "Dental Industrial User"	No longer applicable under new Regulations
Page 5	Updated definition of "Existing source"	Clarification
Page 6	Deleted definition of "Great Lakes Water Authority"	Definition is encompassed in Control Authority
Page 6	Deleted definition of "Great Lakes Water Authority (GLWA) Member Community"	Duplicative, definitions found elsewhere (Preamble and page 7)
Page 6	Updated definition of "High Strength Wastewater"	Reflects EGLE's new regulatory limits
Page 6	Updated definition of "Industrial user"	Necessary for Rule consistency
Page 7	Added a definition of "Instantaneous Limit"	Clarification
Page 7	Deleted definition of "May"	Unnecessary
Page 7	Deleted definition of "Minor User"	Duplicative
Page 8	Deleted the definition of "Non-significant Categorical Industrial User"	Definition clarified on page 11
Page 9	Added definition of "PFAS Compounds"	Updated PFAS language required by EGLE
Page 10	Added language to definition of "POTW"	Definition clarification
Page 12	Deleted definition of "Users"	Updated more specific definition
Page 12	Added definition of "Users" or "Nondomestic User" or "Industrial User"	Definition clarification
Page 12	Updated the definition of "Waters"	Clarification
Page 14	Board authorizes the CEO as Control Authority (previously IWC Operations Manager)	Clarification
Page 18	Deleted GLWA Board adoption language	Clarified in definition of Control Authority
Page 20	Added language to Section II-301 recognizing NPDES Permit	Clarification
Page 24	Added subsection (g) requiring immediate notification for slug discharges	Facility safety
Page 27	Updated Hazardous Waste Notification Procedure	Clarification

Page 30	Added language regarding requesting a conference to discuss sample results	Aligns with new Appeal procedure
Page 33	Deleted language regarding Non-significant Categorical Industrial User	Deleted for consistency
Page 36	Deleted language referencing a Non-significant Categorical Industrial User or Dental Industrial User	Deleted for consistency with new rules
Page 43-44	Deleted language regarding periodic compliance reporting frequency	Updated section after consultation with customers and EGLE
Page 53-56	Added requirements for PFAS Compounds	New PFAS language required by EGLE
Page 57	Added language to Section II-1101 Upsets	Reflects EGLE's new limits
Page 59-60	Added language clarifying "Significant Noncompliance Criteria" and updated numeric pretreatment standards	Updated language to reflect definition changes and CFR references
Pages 69-77	Added "** Signifies Domestic Strength Level"	Clarification
Page 89	Deleted language regarding analytical information	Updated to reflect EGLE's new structure
Page 90	Added and deleted language regarding 40 CFR 136	Updated CFR References
Page 92	Added language identifying an aggrieved party of the Appeal process	Previous Appeals section deleted and updated
Pages 92-111	Deleted the former Appeals Procedure	Previous Appeals section deleted and updated
Page 104	Added language consistent with the new Appeal Process	Updated to reflect new Appeal process
Pages 111-112	Added language consistent with the new Appeal Process	Updated to reflect new Appeal process

August 10, 2020 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the intergovernmental agreement for the Berkley High School Plaza project. This agreement would serve as a partnership between The City, Berkley DDA, and School District to improve the landscape located at 2524 Coolidge Hwy.

Ayes:

Nays:

Motion:



BERKLEY
where you want to be

DDA
3338 Coolidge Hwy.
Berkley, MI 48072
248-658-3353

MEMORIANDUM

To: Mr. Mayor and Berkely City Council

From: Matthew Baumgarten, City Manager
Jennifer Finney, Executive Director of Berkley DDA

Subject: Intergovernmental Agreement for Berkley High School Plaza Project

Date: July 30, 2020

The Intergovernmental Agreement is for the Berkley High School Plaza Project which will be located at 2534 Coolidge Hwy. between Catalpa Dr. and Sunnyknoll Ave. on the east side of the street. The sole purpose of this project is to enhance the landscape and create a gathering spot for high school students and the community.

This agreement will be between the City of Berkley, the Berkley Downtown Development Authority (DDA), and the Berkley School District. This partnership is for shared services and resources between all three parties in order to carry out this project in a more cost-effective manner.

The main party taking the lead on this project is the Berkley DDA, which includes coordination with the landscape architect, assist with the bid process, provide a schedule of all pre-construction and construction meetings relating to the project, obtain all permits and approvals, and will provide any change orders. The Berkley DDA will provide all of the above in addition to providing constant communication to key representatives from the City and School District.

It is the hopes of the Berkley High School Plaza Planning Team that all three parties (City, DDA, and School District) will approve the proposed Intergovernmental Agreement so we can move forward with this project this year.

In the subsequent documents, you will also find the design rendering for the proposed Berkley High School Plaza Project.

Please feel free to reach out to Jennifer Finney with any questions about the design or the Intergovernmental Agreement.



BERKLEY HIGH SCHOOL PLAZA

Berkley, Michigan

Schematic Design Package

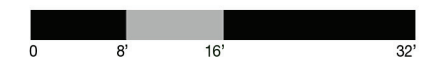
05.26.2020

GRISSIM
METZ ASSOCIATES
ANDRIESE



Note Key

1. Standard Concrete Pavement
2. Colored Concrete Pavement
3. Precast Concrete Block Seat Wall
4. Plant Bed
5. Deciduous Tree
6. Table and Chairs with Umbrella (surface-mounted)
7. Mural Wall / Art Display
8. Food Truck
9. Ornamental Aluminum Fencing
10. New Parking Lot
11. Existing Gas Station Parking Lot
12. Existing Sidewalk











INTERGOVERNMENTAL AGREEMENT

Between

BERKLEY SCHOOL DISTRICT

and

CITY OF BERKLEY

and

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF BERKLEY

For

BERKLEY PLAZA PROJECT

TABLE OF CONTENTS

I.	Article 1 – Definitions	4
II.	Article 2 – Project Responsibilities.....	6
III.	Article 3 – Cost Sharing.....	7
IV.	Article 4 – Payment Terms	7
V.	Article 5 - Insurance.....	8
VI.	Article 6 – Non-discrimination Practices.....	8
VII.	Article 7 – Miscellaneous	8
VIII.	Article 8 – Administration	8
IX.	Article 9 - Maintenance Obligations.....	9
X.	Article 10 - Termination	9
XI.	Article 11 – Binding Effect/Integration	9
XII.	Exhibit A – Estimated Project Costs	
XIII.	Exhibit B – Insurance Coverages	
XIV.	Exhibit C - Resolutions	
XV.	Exhibit D – Plans and Specifications	

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of May, 2020 (the “Effective Date”), between the **BERKLEY SCHOOL DISTRICT**, a Michigan general powers school district, whose address is 14501 Talbot, Oak Park Michigan 48237 (hereinafter, the “School District”), the **CITY OF BERKLEY**, a Michigan municipal corporation, whose address is 3338 Coolidge Highway, Berkley Michigan 48072 (hereinafter, the “City”) and the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF BERKLEY**, a Michigan _____, whose address is 3338 Coolidge Highway, Berkley Michigan 48072 (hereinafter, the “DDA”). The School District, the City and the DDA shall each be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the School District is the owner of a parcel of land adjacent to its Berkley High School located in the City of Berkley, Oakland County, Michigan, and commonly known as 2524 Coolidge Highway (the “Property”); and

WHEREAS, the Parties desire to improve the Coolidge Highway Streetscape in front of Berkley High School on a portion of the School District’s Property; and

WHEREAS, this Agreement is made for the purpose of constructing, installing, improving, repairing, modifying, maintaining and enhancing the Coolidge Highway Streetscape in front of Berkley High School on a portion of the Property, commonly known as the “Berkley Plaza Project: and defined below as the “Project”; and

WHEREAS, the School District, the City and the DDA desire to provide for shared services and resources between the Parties in order to carry out their respective fiscal responsibilities and functions related to Project in a more cost-effective manner; and

WHEREAS, pursuant to Sections 11a(3) and (4) of the School Code MCL 380.1, *et seq.*, a general powers school district has the authority to exercise a power incidental or appropriate to the performance of any function related to the operation of the school district in the interests of public elementary and secondary education in the school district and to enter into agreements or cooperative arrangements with other entities, public or private, or join organizations as part of performing the functions of the school district; and

WHEREAS, pursuant to the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and the Intergovernmental Contracts between Municipal Corporations Act, 1951 PA 35, MCL 124.1 *et seq.*, each Party to this Agreement may enter into this Agreement in order to establish the terms and conditions upon which they cooperatively perform and carry out services and functions they each may perform separately; and

WHEREAS, the Project will significantly enhance the Coolidge Highway Streetscape for the citizens of the City and the School District; and

WHEREAS, the Parties hereto have reached an understanding with each other regarding the performance of the Project and desire to set forth this understanding in the form of this written Agreement.

NOW THEREFORE, in consideration of the mutual understandings of the Parties and in conformity with applicable law, it is agreed as follows:

ARTICLE I DEFINITIONS

- 1.1 Whenever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.2 **AGREEMENT** – This written contract between the School District, the City and the DDA regarding the Project and any other documents attached to this Agreement are made a part hereof as provided for herein.
- 1.3. **AS-BUILTS (AS-BUILT DRAWINGS)** – Reproducible Project construction drawings revised to show all changes made by Contractors during the construction process of the Project; based on marked-up prints, drawings and other data.
- 1.4 **BID** – The offer or proposal of a Bidder(s) submitted on a form prescribed by the Parties setting forth the costs for the Project or a portion of the Project.
- 1.5 **BIDDER** – Any person, firm or corporation that submitted a Bid for the Project.
- 1.6 **BIDDING DOCUMENTS** – The advertisement and invitation to Bid, including approved Plans and Specifications, addendum, and other documents issued on which the Bid is based.
- 1.7 **BONDS** – Bid, Performance and Payment Bonds and other instruments of security, furnished by the Bidder and Contractor.
- 1.8 **CHANGE ORDER** – The written order of the DDA, with approval by the School District and the City for changes in or extras to the Project.
- 1.10 **CONSTRUCTION ARCHITECTURE/ENGINEERING** - All services performed by Grissim Metz Andriese Associates, Inc., on behalf of the School District, the City and the DDA, necessary to adequately assure that the Project is being constructed in substantial conformance with the Plans and Specifications defined below, together with any changes, extras, amendments, addendum, and/or bulletins approved by all Parties. Services include, but are not limited to, construction administration, construction staking, construction inspection and/or consultant services. Costs include, but are not limited to,

direct labor, equipment, and materials together with the current appropriate mark-ups for the overhead, fringes and benefits.

- 1.11 CONTRACTOR – The Bidder(s) awarded a contract for the Project or a portion thereof based upon the Bidding Documents and Contractor's Bid.
- 1.12 ESTIMATED PROJECT COSTS - The approximate cost of the Project, as set forth on **Exhibit A**, attached hereto. This Estimate will be updated by the Parties once Contractor(s) Bids are approved in accordance with this Agreement.
- 1.13 PRELIMINARY ENGINEERING – All services performed by Grissim Metz Andriese Associates, Inc., on behalf of the School District, the City and the DDA, necessary to adequately prepare Plans and Specifications for the Project, together with any changes, extras, amendments, addendum, and/or bulletins approved by all Parties. Services include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials, together with the current appropriate mark-ups for overhead, fringes and benefits, as provided for in the Bid by each Contractor.
- 1.14 PLANS AND SPECIFICATIONS – A concept plan has been prepared which is attached hereto as **Exhibit D**. Grissim Metz Andriese Associates, Inc. hereafter will prepare construction Plans and Specifications following the elements of the concept plan, which shall be approved by all Parties prior to implementation.
- 1.15 PROJECT - The entire completed construction, installation, improvement, repair, modification, maintenance and enhancement of the Project, or the various separately identifiable parts thereof required to be furnished under this Agreement, pursuant to the Plans and Specifications, together with any changes, extras, amendments, addendum, and/or bulletins approved by all Parties. The Project includes, but is not limited to, the performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, Preliminary Engineering, Construction Engineering, and Quality Control Testing, all as required by this Agreement.
- 1.16 PROJECT COSTS – As herein used, the term "Project Costs" means all costs of the Project incurred that is based upon the Estimated Project Costs, which may increase or decrease based upon Bids received and contracts awarded by the DDA.
- 1.17 QUALITY CONTROL TESTING – All services performed by Grissim Metz Andriese Associates, Inc., on behalf of the School District, the City and the DDA, necessary to adequately assure that the Project materials are being supplied and/or installed in substantial conformance with the Bid Plans and Specifications, together with any changes, extras, amendments, addendum, and/or bulletins approved by all Parties. Services include, but are not limited to, construction administration, construction inspection and supervision of the Project. Costs include, but are not limited to, direct labor, equipment, and materials.

ARTICLE 2
PROJECT RESPONSIBILITIES

- 2.1 The DDA shall cause to be performed by Grissim Metz Andriese Associates, Inc. the Preliminary Engineering, Construction Engineering, and Quality Control Testing of all materials to be incorporated into the Project.
- 2.2 The DDA, or its Agent, shall apply for all necessary permits and provide permit monitoring for the Project.
- 2.3 The DDA, with the assistance of Grissim Metz Andriese Associates, Inc. shall competitively bid the Project, award the contract(s) to the successful Contractor(s), and administer same as well as this Agreement, in accordance with all applicable laws federal, state and local laws, rules, regulations, ordinances and governmental orders pertaining to the performance of any obligations under this Agreement. In the event of a conflict between laws applicable to the City and laws applicable to the School District, those applicable to the School District including, without limitation, all laws, rules, regulations and ordinances pertaining to school building construction, being the Michigan Revised School Code, MCL 380.1 *et seq.* (and specifically Section 1267 therein), the School Building Construction Act, MCL 388.851 *et seq.*, the Stille-Derossett-Hale Single State Construction Code Act, MCL 125.1501 *et seq.*, and the Michigan Building Code (collectively the “Construction Acts”) shall control.
- 2.4 The DDA shall inform the School District and the City once Bids are received, and prior to the Contractor(s) Bids being approved, so that the School District and the City have the opportunity to review the same and award the Bid to the Contractor(s) whose Bid is being recommended for award by the DDA, and with whom the DDA will contract with for the Project, in order for the School District to comply with its obligations under Section 1267 of the Revised School Code. The School District and the City must provide its objections to the proposed Contractor(s), if any, in writing to the DDA within five (5) business days of receiving the Bid information from the DDA.
- 2.5 The DDA shall provide to the School District and the City a schedule of all pre-construction and construction meetings relating to the Project.
- 2.6 The DDA shall cause to be performed all inspections required on the Project.
- 2.7 The DDA shall cause Grissim Metz Andriese Associates, Inc. to keep accurate records and accounts of the Project Costs that shall be accessible for inspection and audit by a representative of the School District and City during normal business hours and upon reasonable prior notice.
- 2.8 The DDA shall obtain all permits and approvals necessary for the lawful construction of the Project.

- 2.9 The DDA shall provide notice to the School District and the City or its representative of all Change Orders or request for Change Orders prior to the same being approved by the DDA. The School District and the City must approve the Change Order or provide its objections to any proposed Change Orders, if any, in writing to the DDA within five (5) business days of receiving such Change Order from the DDA. In the event the School District or the City are dissatisfied with the proposed Change Order, the Parties shall meet in order to mutually agree upon the proposed Change Order or reduce the scope of the Project to bring the Project Costs back into budget. Failure of the School District or the City to object to the proposed Change Order within said five (5) day period shall be deemed acceptance of said Change Order. Once a Change Order is executed in accordance with the above procedure, the Change Order shall be added to the Project Costs and if there are additional costs, it shall be shared as mutually agreed to by the Parties.
- 2.10 Each Party shall be responsible for the acts and omissions of their respective employees and Contractors. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of each Party and shall not be construed to waive the defense of governmental immunity held by either Party to this Agreement.

ARTICLE 3 COST SHARING

- 3.1. The DDA shall pay for all of the Project Costs. The School District and the City each shall reimburse the DDA for Project Costs not-to-exceed ~~\$20,000.00~~\$30,000 each for a total contribution of \$60,000 once the Project is completed. Notwithstanding the foregoing, the DDA has agreed to pay Grissim Metz Andriese Associates, Inc. for their initial concept design fee for the Project and ~~said~~such fee is not factored into the Project Costs.
- 3.2 In the event the Bids exceed the Estimated Project Costs, the Parties may terminate this Agreement immediately unless the Parties can mutually agree upon a new cost sharing arrangement or can reduce the scope of the Project to bring the Project Costs back into budget.

ARTICLE 4 PAYMENT TERMS

- 4.1 The School District and the City shall each make payment referenced in Paragraph 3.1 above to the DDA within thirty (30) days of receipt of written invoice from the DDA and following completion of the Project.

ARTICLE 5 INSURANCE

- 5.1 The DDA will require that all Contractors undertaking work on the Project to provide insurance coverage in amounts as set for on **Exhibit B**, attached hereto.
- 5.2 The cost of all insurance shall be included in the Project Costs.
- 5.3 All insurance and Bonds shall be endorsed to name the School District, the City and the DDA as additional insureds or obligees, as the case may be.

ARTICLE 6 NON-DISCRIMINATION PRACTICES

- 6.1 In accordance with 1976 PA 453, the Parties hereto covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, familial status, and to require a similar covenant on the part of any Contractor employed in the performance of the Agreement.

ARTICLE 7 MISCELLANEOUS

- 7.1 The DDA must comply with Sections 2 and 3 of Act No. 213 of the Laws of 1963, as amended, being sections 129.202 and 129.203 of the Michigan Compiled Laws, concerning contractor's bond for public buildings of works.
- 7.2 This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association, or entity other than the Parties to this Agreement.
- 7.3 The School District retains the exclusive right to use the display cases for student artwork. Should either the School District, City or DDA seek to use the space for an official event or function, such use will require unanimous consent from the other two parties of which consent shall not be unreasonably or arbitrarily denied. So long as there are no approved official events booked for the space, the School District may use the space on an impromptu basis during the school year and school hours without prior consent from the DDA and City.

ARTICLE 8 ADMINISTRATION

- 8.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the School District:

Berkley School District
Attn: Dennis McDavid, Superintendent
14501 Talbot
Oak Park Michigan 48237

For the City:

City of Berkley
Attn: _____
3338 Coolidge Highway
Berkley Michigan 48072

For the DDA:

Downtown Development Authority of the City of Berkley
Attn: _____
3338 Coolidge Highway
Berkley Michigan 48072

- 8.2 This Agreement and the Schedules and Exhibits attached hereto may only be revised by mutual written agreement of the Parties hereto.

**ARTICLE 9
MAINTENANCE OBLIGATIONS**

- 9.1 Once the Project is completed, the DDA shall be solely responsible, at its sole cost and expense for maintaining the Project. In the event capital improvements are required to maintain the project's original state, the cost of such improvements will be split accordingly; DDA 34%, City 33% and School District 33%. Additions or modifications to the project's original state will require a unanimous vote between the DDA, City and School District of approval. If approved, the cost will be split DDA 34%, City 33% and School District 33%.

Commented [MP1]: is there any language you think works to allow for the DDA to request support for maintenance if and when at certain times we cannot bare the total financial burden?

**ARTICLE 10
TERM / TERMINATION / RENEWAL**

10.1 The Initial Term of this Agreement shall be six (6) years commencing on the effective date of this Agreement.

10.2 This Agreement shall automatically renew for two (2) years following the Initial Term and/or any subsequent Renewal Term. The School District may terminate this Agreement, in the event the School District needs use of its Property for its school purposes, without any liability, by giving written notice of its termination to the DDA and the City. However, this right of termination may only be effective commencing three (3) years after the Effective Date of this Agreement.

10.2 The School District may terminate this Agreement in the event the School District needs use of its property for school purposes without liability, by giving written notice to the DDA and City no less than 30 days prior to the expiration of the Initial Term or any Renewal Term. Such termination shall become effective at the end of the respective term the notice was given in.

ARTICLE 11 BINDING EFFECT/INTEGRATION

11.1 This Agreement shall become binding on the Parties and of full force and effect upon the execution thereof by the duly authorized officials for the Parties hereto and upon the adoption of the necessary resolutions approving said Agreement and authorizing the signatures there to of the respective officials of the School District, the City and the DDA

11.2 This Agreement, including the Schedules and Exhibits attached hereto, embodies the entire Agreement and understanding among the Parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either Party, orally, through implications or otherwise, unless set forth herein.

11.3 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

11.4 Copies of the resolutions of the School District, the City and the DDA authorizing this Agreement are attached hereto as **Exhibit C**.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

BERKLEY SCHOOL DISTRICT

CITY OF BERKLEY

BY: _____
Dennis McDavid

BY: _____

ITS: Superintendent

ITS: _____

DATE: _____, 2020

DATE: _____, 2020

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF BERKLEY**

BY: _____

ITS: _____

DATE: _____, 2020

EXHIBIT A
ESTIMATED PROJECT COSTS

EXHIBIT B
INSURANCE COVERAGES

Any Contractors working on the Project shall maintain, at no additional cost to the Owner or the City, the following insurances until the termination of services under their respective agreements:

- (1) Workers' compensation coverage that meets or exceeds legal requirements;
- (2) Automobile and truck liability coverage with a minimum combined single limit of liability of \$1,000,000.00; and
- (3) A minimum Commercial General Liability limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Such Certificate(s) of Liability Insurance must include the DDA, the School District and the City as additional insureds on both the commercial general liability and automobile policies and must provide that the Owner will be given at least thirty (30) days' notice of cancellation or change in insurance coverage.

EXHIBIT C

RESOLUTIONS

(Resolutions To Be Attached hereto once approved by
~~both~~ the City, the DDA and the School District)

EXHIBIT D

PLANS AND SPECIFICATIONS

(Plans and Specifications To Be Attached hereto once approved
by ~~both~~ the City, the DDA and the School District)

August 10, 2020 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to award the landscape architectural service contract to Grissim Metz Andriese (GMA) in an amount of \$15,000. GMA's services would include assistance with construction documents, bidding and construction phase services for pedestrian hardscape, and landscape design for the Berkley High School Plaza project.

Ayes:

Nays:

Motion:



BERKLEY
where you want to be

DDA
3338 Coolidge Hwy.
Berkley, MI 48072
248-658-3353

MEMORIANDUM

To: Mr. Mayor and Berkely City Council

From: Matthew Baumgarten, City Manager
Jennifer Finney, Executive Director of Berkley DDA

Subject: Grissim Metz Andriese (GMA) Services Proposal for Berkley High School Plaza Project

Date: July 30, 2020

The GMA Services Proposal is for the Berkley High School Plaza project. The City, School Board, and Berkley DDA contracted with GMA in a separate completed agreement for the conceptual design of this plaza project.

This proposal is for landscape architectural services, and includes assistance with construction documents, bidding and construction phase services for pedestrian hardscape, and landscape design.

Please feel free to reach out to Jennifer Finney with any questions about this agreement.

July 10, 2020

Ms. Jennifer Finney
Executive Director
Berkley DDA
2838 Coolidge Highway
Berkley, MI 48072

Re: Berkley High School Plaza
Berkley, Michigan
Landscape Architectural Services

Dear Jennifer:

We are pleased to submit the following proposal for landscape architectural services for the above referenced project. This proposal includes Construction Documents, Bidding and Construction Phase services for pedestrian hardscape and landscape design for the above referenced project. Conceptual design has been completed per a previous contract. Our proposed scope of services is outlined as follows.

A. Construction Document Phase

Based on the approved conceptual design plan and a total budget of \$90,000 (hard and soft costs) and a construction budget of \$75,000, we will prepare detailed construction drawings and specifications for city review, bidding, and construction. We assume that we can use the topographical survey previously prepared for the high school parking expansion by SDA Engineering for a base file.

The construction documents will include the following:

1. Preparation of construction drawings for pedestrian hardscape and landscape design. The drawings will include the specific layout, material requirements, grade elevations, details and all necessary technical information for the proper installation of the design.
2. Preparation of complete technical specifications for competitive bidding and construction.
3. Submit construction drawings package for city review (assume Engineering Dept and DDA only).
4. Coordination of construction documentation with the city.
5. Attend (2) meetings with the DDA and High School to review the construction documents.

B. Bidding and Construction Phase

We assume the project will be issued for bid via the MITN (Michigan Intergovernmental Trade Network) website, advertised in local publication(s) and by invitation. We will provide the following bidding and construction phase services:

1. Prepare a bid package for the proposed work to be issued for public bidding.
2. Interpret drawings and specifications as required to clarify the intent of construction documents during the bid process.
3. Prepare addenda and clarification to the documents as required.

July 10, 2020
Ms. Jennifer Finney
Berkley DDA
Page 2

4. Assist in evaluating bid process and subcontractor qualifications.
5. During construction, a representative will visit the site to observe compliance with the Contract Documents as related to the scope of services defined in this proposal (assume 3 site visits).
6. Subsequent to site visits, prepare status reports.
7. Prepare bulletins, CCDs, etc. as required for revision to construction documents.
8. Respond to RFIs and associated clarification of construction documents.
9. Review all project submittals and shop drawings associated with our scope of work.
10. Provide punch list for paving and landscape installation subsequent to substantial completion of work (assume 2 site visits).

C. Compensation

1. Our lump sum fee for the services outlined above would be \$15,000.
2. Invoicing for services will be monthly as work progresses and will be based on the following breakdown of the total fee:

Construction Document Phase.....	\$10,000
Bidding and Construction Phase	\$5,000

D. Project Reimbursable Expenses

Project reimbursable expenses are in addition to the fee and will be invoiced per the attached schedule and anticipated not to exceed \$500.

We thank you for this invitation to be involved with this project and hope that this proposal meets with your approval. We look forward to working with you on this project.

If we can provide you with any additional information or answer any questions regarding our proposed services, please do not hesitate to contact us.

Sincerely,



Paul R. Andriese, ASLA
Principal

PRA/mm

Approved and Accepted:

By: _____

Title: _____

Date: _____

July 10, 2020
Ms. Jennifer Finney
Berkley DDA
Page 3

2020 HOURLY RATES AND REIMBURSABLE EXPENSES

HOURLY RATES

For lump sum and hourly fee contracts, additional services beyond the scope of our agreement will be performed at GMA's hourly rates that prevail at the time services are rendered. Current hourly rates are as follows:

Design Principal	185.00 / hour
Principal	165.00 / hour
Project Manager.....	125.00 / hour
Project Architect/Project Landscape Architect.....	115.00 / hour
Landscape Architectural Technician	110.00 / hour
Landscape Architectural Technician II.....	90.00 / hour

These rates are applicable through December 31, 2020

REIMBURSABLE EXPENSES

Reimbursable expenses will be billed at cost and shall apply to all project phases as incurred and include the following:

1. Local travel expenses: mileage (billed per IRS Standard Mileage Rate) and parking (if applicable).
2. Courier, express mail and postage.
3. Reproduction of drawings, specifications, graphics and photos.
4. A multiplier of 1.15 will be applied to sub-consultant invoices (electrical, irrigation, survey, etc.).

ELECTRONIC FILE TRANSFER

All drawing files (CAD files) received need to contain the following characteristics:

1. All files received need to be .DWG (AutoCAD Release 2018 or lower).
2. Drawing files to include a color dependent plot style table (CTB) (i.e. not STB), AutoCAD compiled shape files, and font files.

August 10, 2020 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to approve the appointments to various Boards and Commissions.

Ayes:

Nays:

Motion: