

**CITY OF BERKLEY PUBLIC NOTICE
ELECTRONIC CITY COUNCIL MEETING
7:00 P.M. MONDAY, MARCH 1, 2021
248-658-3300**

**CALL 38th COUNCIL TO ORDER
APPROVAL OF AGENDA
INVOCATION — PASTOR RACHAEL 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, February 1, 2021.
2. **WARRANT:** Matter of [approving Warrant No. 1359](#).
3. **ORDINANCE NO. O-01-21:** Matter of [considering the Second Reading and Adoption](#) of an Ordinance to amend Section 138-192 Projections, in order to provide clarity on permitted projections into setback area on residential properties.
4. **ORDINANCE NO. O-02-21:** Matter of [considering the Second Reading and Adoption](#) of an Ordinance to Add Division 1.5 Exterior Appliances to Chapter 138 Zoning, Article III General Provisions to provide regulations on exterior appliances on residential and commercial properties.
5. **ORDINANCE NO. O-03-21:** Matter of [considering the Second Reading and Adoption](#) of an Ordinance to Amend Section 94-10 of Chapter 94, Signs, to Eliminate Number of Days to Remove Political Signs Following an Election, and to Prescribe a Penalty for Violations.
6. **PROCLAMATION P-02-21:** Matter of [proclaiming March 8th as International Women's Day](#) and recognizing March 2021 as Women's History Month in the City of Berkley.
7. **PROCLAMATION NO. P-03-21:** Matter of [proclaiming March 2021 as Severe Weather Month](#) in the City of Berkley.

Regular Agenda

1. **PRESENTATION:** Matter of receiving a presentation from the Michigan Independent Citizens Redistricting Commission.
2. **MOTION NO. M-04-21:** Matter of [receiving and filing the Berkley Public Library annual report](#) for FY 2019-20.
3. **MOTION NO. M-05-21:** Matter of [approving the Mayor and City Manager to enter into an Intergovernmental Agreement](#) for Lockup Services between the City of Berkley and the City of Lathrup Village. The City of Berkley will provide Lockup Services for the City of Lathrup Village for \$100 per prisoner. This Intergovernmental Agreement shall be for a term of three (3) years, beginning on the 1st day of May, 2021 and ending on the 30th day of April, 2024.
4. **MOTION NO. M-06-21:** Matter of [authorizing Hubbell, Roth & Clark \(HRC\) for Proposal](#) for Professional Engineering Services for the Public Safety Main Entrance Improvement Project at a cost not to exceed \$22,667.75 from the Building Improvements Account 101-310-976-000.
5. **MOTION NO. M-07-21:** Matter of [authorizing Kasco, 226 E. Hudson, Royal Oak, MI 48067](#), the lowest qualified bidder, for professional services for entrance and lobby construction of the Berkley Department of Public Safety Building at a cost not to exceed \$207,900 from the Building Improvements Account 101-310-976-000.

6. **MOTION NO. M-08-21:** Matter of [approving the purchase of a Toro Sand Pro 3040](#) at a cost not to exceed \$19,964.51 from Spartan Distributors at 487 W. Division Street, PO Box 246, Sparta, MI 49345. Funds for this expenditure will come from Account 614-950-982-000.
7. **MOTION NO. M-09-21:** Matter of [authorizing the purchase and installation of new play equipment](#) at Tot Lot Park at a cost not to exceed \$85,100 from Miracle Midwest, PO Box 130, Holly, MI 48442. Funds for this expenditure will come from Account 615-950-974-000.
8. **RESOLUTION NO. R-05-21:** Matter of [authorizing a Resolution of the Council](#) of the City of Berkley, Michigan establishing an 'Ad Hoc Woodward Dream Cruise Committee' coordinating the 2021 Cruisfest events for the City of Berkley.
9. **RESOLUTION NO. R-06-21:** Matter of [extending R-20-20 for temporary outdoor dining/seating](#) and outdoor sales and service areas and to allow temporary enclosures in the outdoor areas in response to COVID-19 closures and restrictions.
10. **RESOLUTION NO. R-07-21:** Matter of [extending R-21-20 for temporary signage](#) in response to COVID-19 restrictions.
11. **MOTION NO. M-10-21:** Matter of [approving Special Land Use request SU-01-21](#) at 3445 Robina Ave. for office use in the Downtown District.
12. **MOTION NO. M-11-21:** Matter of [approving the appointments to various boards and commissions](#).
13. **MOTION NO. M-12-21:** Matter of [approving the Resolution for updated Poverty Exemption guidelines](#) and establishing a revised application and review process.
14. **MOTION NO. M-13-21:** Matter of [authorizing the City Manager to sign the Application](#) for Additional Service Credit Purchase for Susan Reddin approving two years of additional service credit. This service credit purchase is allowed by the City of Berkley MERIT System of Human Resource Management Section 1001.08 and meets all of the requirements of the MERS Plan Document.
15. **MOTION NO. M-14-21:** Matter of [Authorizing the amendment of the 2020-2021 Budget](#) as presented.

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 the Michigan Open Meetings Act, as amended. Anyone wishing to submit correspondence for inclusion during the meeting may send an email to clerk@berkleymich.net or call 248-658-3310. 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, FEBRUARY 1, 2021 BY MAYOR TERBRACK

PRESENT: Steve Baker, Berkley, Oakland County, Michigan
Jack Blanchard, Berkley, Oakland County, Michigan
Bridget Dean, Berkley, Oakland County, Michigan
Ross Gavin, Berkley, Oakland County, Michigan
Dennis Hennen, Berkley, Oakland County, Michigan
Natalie Price, Berkley, Oakland County, Michigan
Daniel Terbrack, Berkley, Oakland County, Michigan

APPROVAL OF AGENDA

Councilmember Baker moved to approve the Agenda
Seconded by Councilmember Blanchard
Ayes: Blanchard, Dean, Gavin, Hennen, Price, Baker, and Terbrack
Nays: None
Motion Approved.

INVOCATION: Deacon Daniel Darga

PUBLIC COMMENT – ITEMS ON THE AGENDA

Christopher Copacia, Berkley resident, provided his full support of proclaiming February as Black History Month in the City of Berkley and encouraged a focus on local Black History. He expressed support for approving M-03-21 and said the third-party specialized services operating assistance contract improves access for all residents and is a great step forward. He said there is a vast need for improvement of access for all of our residents. He expressed his full support of the Community Development Block Grant Program (R-04-21) and said the City needs to continue to seek out every opportunity to minimize displacement and welcome new residents from variant income levels and stages of life. He also provided full support for O-3-21 stating he does not feel the City should go into battle with the ACLU and that he supports residents' abilities to express themselves with signage relating to elections. He stated the root of division is not because of signage and limiting usage of election signage will result in other usages of imagery.

Consent Agenda

Councilmember Gavin 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, January 4, 2021.

WARRANT: Matter of approving Warrant No. 1358.

RESOLUTION NO. R-02-21: Matter of recognizing and celebrating Ernest Scalzi Sr. on the occasion of his 100th birthday.

RESOLUTION NO. R-03-21: Matter of recognizing Deb DeRosa for her contributions to the community during the COVID-19 Pandemic.

PROCLAMATION NO. P-01-21: Matter of approving a proclamation declaring February 2021 as “Black History Month” in the City of Berkley.

Ayes: Dean, Gavin, Hennen, Price, Baker, Blanchard, and Terbrack
Nays: None
Motion Approved.

Regular Agenda

PRESENTATION: Matter of receiving a presentation by Dr. Nat Pernick regarding the 2020 Voting Challenge.

City Manager Baumgarten introduced Dr. Pernick and stated this is the second year the doctor has held a region-wide voting challenge. He said thankfully Berkley was on the receiving end of some of the prizes Dr. Pernick offered.

Dr. Pernick congratulated the City of Berkley for its placement in the 2020 Voting Challenge. He stated this is the second time for the contest and he will hold it again in two years. He stated Berkley saw a big jump in participation during the November 2020 election from four years ago according to Oakland County records. Dr. Pernick stated the City came in third place and the City was very close to Pleasant Ridge, the community coming in second place in the challenge. Dr. Pernick said there was also a \$500 prize for having election turnout at 80 percent. The prize money donated by Dr. Pernick went to the Friends of the Library and Friends of Berkley Parks & Recreation.

Mayor Terbrack said he is incredibly proud of the turnout in our community and lauded residents for being engaged and making sure their voices are heard. He offered thanks to Dr. Pernick.

MOTION NO. M-03-21: Motion to authorize the Mayor to execute a third-party Specialized Services Operating Assistance contract between SMART and the City of Berkley for public transportation services primarily designed for senior citizens and persons with disabilities. The contract period for this program is from October 1, 2020 to September 30, 2021.

Mayor Pro Tem Dean moved to approve Motion No. M-03-21

Seconded by Councilmember Blanchard

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

Nays: None

Motion Approved.

PUBLIC HEARING: Matter of holding a Public Hearing regarding the Community Development Block Grant Program Year 2021 application in the approximate amount of \$36,290 to fund eligible projects.

The public hearing opened at 7:18 p.m.

There was no one present wishing to speak.

The public hearing closed at 7:19 p.m.

RESOLUTION NO. R-04-21: Matter of Adopting the Community Development Block Grant Program Application for the 2021-2022 Fiscal Year.

Councilmember Blanchard moved to approve Resolution No. R-04-21

Seconded by Councilmember Hennen

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

Nays: None

Motion Approved.

ORDINANCE NO. O-01-21: Matter of considering a First Reading of an Ordinance to amend Section 138-192 Projections, in order to provide clarity on permitted projections into setback area on residential properties.

Councilmember Gavin moved to approve Ordinance No. O-01-21

Seconded by Councilmember Hennen

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

Nays: None

Motion Approved.

ORDINANCE NO. O-02-21: Matter of considering a First Reading of an Ordinance to Add Division 1.5 Exterior Appliances to Chapter 138 Zoning, Article III General Provisions to provide regulations on exterior appliances on residential and commercial properties.

Councilmember Baker moved to approve Ordinance No. O-02-21

Seconded by Councilmember Price

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

Nays: None

Motion Approved.

ORDINANCE NO. O-03-21: Matter of considering a First Reading of an Ordinance to Amend Section 94-10 of Chapter 94, Signs, to Eliminate Number of Days to Remove Political Signs Following an Election, and to Prescribe a Penalty for Violations.

Councilmember Blanchard moved to approve Ordinance No. O-03-21

Seconded by Councilmember Price

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

Nays: None

Motion Approved.

PUBLIC COMMENT – ITEMS NOT ON THE AGENDA

State Rep. Regina Weiss, 27th District, introduced herself. She said she has some big shoes to fill since Robert Wittenberg was elected as Oakland County treasurer and she has been working hard learning the ropes. She stated she has a background in local government and served on the Oak Park City Council. She stated she also has a background in education and was a teacher with Detroit Public Schools. Representative Weiss said she will advocate for municipal funding and will serve on the Appropriations Committee and as the Minority Vice-Chair of School Aid. She said she will also serve on the Licensing and Regulatory Affairs/Financial Services and Insurance and Environment, Great Lakes and Energy subcommittees within Appropriations. She stated right now there is a lot of back and forth going on around appropriations in terms of supplemental budget introductions. She stated there is some federal money coming in and we need to appropriate that money to make sure it gets out for COVID relief. She stated there are some bills being introduced to allocate those funds including \$90 million to increase vaccination distribution. She discussed the need to have teachers and school-support staff vaccinated. She further discussed relief that she is advocating for including food, rent and small business assistance. Representative Weiss stated she will have her first virtual community conversation with Sen. Jeremy Moss at 5 p.m. on Wednesday, February 24th on Facebook Live. People can access it on either of their Facebook pages. She stated she may be contacted via email at reginaweiss@house.mi.gov or by phone at 517-802-7855. She closed by letting residents know if they have issues with unemployment, contact her office.

Christopher Copacia, Berkley resident, thanked Dr. Pernick for his continued work and the City's efforts to improve voter turnout in Berkley. He discussed Rank Choice Voting. He said it is utilized in communities across the Country including neighboring communities. He stated he would love to see City Council increase public awareness on the topic and have conversations about Rank Choice Voting. He stated the topic is being brought to Michigan by a non-partisan, non-profit organization called Rank MI Vote. He stated people may learn more about it by visiting RankMIVote.org. He said it is a good topic at this time because it is important for communities to feel their voices are heard. He stated Rank Choice Voting allows people to rank candidates often lessening fear of the repercussions of their vote and providing more say with this

methodology. He encourages people to consult with their colleagues in Ferndale. He said third-party candidates support Rank Choice Voting. He discussed public education on the issue and getting ahead of the issue by seeing what residents think.

COMMUNICATIONS

MAYOR PRO TEM DEAN: stated the Berkley/Royal Oak High Risk Response Team had an article written about it in the "Woodward Talk" on January 27th. She said the article gives a good overview of the Team and the things that members are currently working on. She said the article is still available online if anyone wants to check it out. She said the Team continues to meet monthly, usually on the last Wednesday of every month. She said they are currently focusing on case review. Mayor Pro Tem Dean said the Parks and Recreation Department is putting something special together for Valentine's Day. She said residents have the opportunity to uplift Berkley seniors by showing them some love by making Valentine's Day cards. She provided a graphic with the guidelines and further details. She said she hopes for a good response. She stated the Parks and Recreation Department joined with Oakland County to bring Winter Wonderland in Community Park. She said the event will take place 4-6 p.m. February 18th. She stated activities will include an inflatable axe-throwing station, two craft stations, a nature center station, and snowshoeing. She said participants are asked to register to adequately distance. She said staff and participants will be asked to wear masks and start times will be staggered. Mayor Pro Tem Dean said the Department is working hard to build an ice rink behind the Community Center for skating. She said this is made possible through the generosity of the Friends of Berkley Parks & Recreation and there will be an announcement when it is ready.

COUNCILMEMBER HENNEN: stated the Zoning Board of Appeals (ZBA) did not meet in January, but will meet a week from tonight at 7 p.m. on February 8th. He said the Board will hear a variance request for a generator in a side yard. He stated he is glad to see our system working as they have had similar cases in recent years and when you have the same thing showing up over and over at the ZBA, there is probably some ambiguity in your code that probably should be resolved. He said that is exactly the steps the Planning Commission and the Council took tonight. Councilmember Hennen said the Tree Board met with the Parks and Recreation Department director to start working on a strategy for placing trees in the updated Oxford/Merchants Park. He said this year the Board should see an increase in the budget for funding street trees. He said there seems to be more demand for that program. Councilmember Hennen thanked Mayor Pro Tem Dean, Chief Koehn, and HAVEN for their involvement in the set-up of the Berkley/Royal Oak High Risk Response Team. He said it looks like an excellent program and he is glad to have it in Berkley.

COUNCILMEMBER GAVIN: stated much of what the Planning Commission discussed at its last meeting was taken up by the City Council tonight. He thanked Community Development Director Erin Schlutow and all of the planning commissioners for their work on it. He said there is a work session at 7 p.m. on February 2nd and the regular Planning Commission meeting at 7 p.m. on February 23rd. Councilmember Gavin said the Environmental Advisory Committee (EAC) will not have a meeting this month. He said at the last meeting there was a discussion about the energy plan implementation, as well as the Equal Work seminar and community gardens. He said the next EAC meeting will take place at 6:30 p.m. on March 18th. Councilmember Gavin stated the Master Plan Steering Committee (MPSC) met and discussed how to further engage residents in a community, open house setting and continued the discussion about different sections of the Master Plan. He said the next MPSC meeting will take place at 7 p.m. on March 16th. Councilmember Gavin said he recently had the opportunity to take some continuing education courses from Michigan State University Extension on stormwater management, Michigan water law, community involvement and stewardship, water economics, and planning quality. He said he hopes to bring back some beneficial information for Berkley. Councilmember Gavin said lastly, the first committee meeting for the Michigan Municipal League's Environment and Energy Committee will be on March 1st. Councilmember Gavin also offered congratulations to Mayor Pro Tem Dean and the entire Berkley/Royal Oak High Risk Response Team for such a great addition to the community and all the work that was put in by the members.

COUNCILMEMBER BAKER: offered celebratory remarks to Mayor Pro Tem Dean for the great work put together along with some excellent colleagues to help benefit our community. He said tremendous out-of-the-box thinking was demonstrated to help the City live up to its motto. Councilmember Baker said the Historical Committee is continuing to do what it can behind the scenes archiving and digitizing photos and articles. He stated there is no meeting in January or February, and the next meeting is coming up in March. He said anyone interested in sharing family stories or old photos or volunteering to help may contact the Committee at museum@berkleymich.org. Councilmember Baker said the Technology Advisory Committee will meet at 6:30 p.m. on February 17th. He gave a shout out to Chief Innovation Officer Stan Lisica and the Finance Department for rolling out a new ability available very soon to look up water and sewer accounts and pay water bills online. He said it's called a Point and Pay solution and it's coming soon. He said the cyber tip of the month from the Committee is to visit fast.com for a fast, easy, and free way to check your connection without installing an application. He said the website is hosted by Netflix and tells you your connection speed. Councilmember Baker said the Downtown Development Authority (DDA) will meet 8:30 a.m. Wednesday, February 10th. He discussed upcoming DDA events including two nights of shopping on April 1st and April 2nd with prizes, awards and a digital map that says which shops are participating in the Take Me Out to Berkley happening. He stated the March into Downtown Berkley campaign is for every \$40 that you spend at select downtown businesses, you'll get \$20 in downtown Berkley bucks. He said that event will be happening from March 15th-April 2nd. He stated to visit downtownberkley.com to find out more information about both programs. Councilmember Baker offered congratulations to Downtown Development Executive Director Jennifer Finney as she begins her maternity leave today. Councilmember Baker offered a quote he found on Pinterest, "Wearing a facemask is better than wearing a ventilator mask; staying in your home is better than staying in the ICU; and washing your hands is better than washing your life away." He said he is thrilled the vaccine is making its way through the community, but now is not the time to let your guard down.

COUNCILMEMBER PRICE: stated that in addition to the kickoff of Black History Month, today also marks the return to in-person learning for most Berkley elementary students and the return to in-person dining at Michigan restaurants. She reiterated Councilmember Baker's sentiments that although the increased distribution of vaccines helps protect individuals and slow the spread of Covid, we must continue to follow all protocols so we can keep ourselves safe, keep others safe, and keep the kids safely in school. Councilmember Price said as of January 13th, Berkley Public Library card holders can use their card number and PIN to access Ancestry's library edition from home. She said the databases include census records, vital records, immigration records, and more. She said the library is also hosting a Zoom workshop on how Ancestry can help you learn more about your family's history at 7 p.m. on Thursday, February 11th. She stated on Tuesday, February 23rd the library Zoom account will host author Robert W. Fieseler who will read his book, "Tinderbox: The Untold Story of the Upstairs Lounge Fire and the Rise of Gay Liberation." She said those interested may register for these and other upcoming events on the library's website or by calling during the library's regular hours. Councilmember Price thanked Mayor Pro Tem Dean, Chief Koehn, and all the others who helped form a high-risk response team to protect and help victims of domestic violence in our community.

COUNCILMEMBER BLANCHARD: reiterated some of the items the Berkley Area Chamber of Commerce announced in its email blast including that the Off to the Races event is coming up this weekend. He said they, along with the Huntington Woods City Commission, are sponsoring a race and it will be fun. He said the event takes place virtually at 7 p.m. on February 6th. He said the event is sponsored by the Berkley Education Foundation and all of the money raised goes to our students and stays in the community. He said the Chamber is also hosting a seminar on understanding your social security benefits on Wednesday, February 10th presented by Eagle Rock Insurance. He stated to contact Eagle Rock Insurance on 11 Mile Road to register. Councilmember Blanchard congratulated Mayor Pro Tem Dean on a job well done with the high-risk committee. He said she had been talking about this for a long time and did a great job.

CITY MANAGER BAUMGARTEN: stated that many of the wonderful things that were mentioned tonight by city councilmembers may be found in the newsletter that comes out on the first of every month thanks to the hard work of Community Engagement Officer Torri Mathes. He said in the newsletter you can find Point and Pay, library, and recreation information. He said there is also a wonderful piece on Justin Frost who retired from Berkley Public Safety as a sergeant and will be going to work with the Oakland County Sheriff's Department. He said we could have filled pages upon pages of Justin Frost stories and the department was able to come together for a nice going-away party. City Manager Baumgarten said in addition to all of the congratulations offered to Mayor Pro Tem Dean, he wanted to thank her for her hard, diligent work and enthusiasm that will help the community. City Manager Baumgarten also thanked Berkley Schools for making our families feel completely safe on their return.

ATTORNEY STARAN: stated he would not even try to top all of the outstanding news reported that evening and that he had no report.

MAYOR TERBRACK: thanked Mayor Pro Tem for everything she did and her role in spearheading and making sure that we have a high-risk response team in Berkley. He stated this connects to his next point which is if you read the newspaper article you read that Mayor Pro Tem Dean heard of the response team at a Michigan Municipal League (MML) convention in 2019. Mayor Terbrack said he has spoken the past few meetings about how involved and well regarded our elected officials are and that certainty continues now. Mayor Terbrack said Councilmember Baker led a breakout session, as well as being on the panel, on Jan. 23rd for the Newly Elected Officials workshop presented by the MML. He said Councilmember Baker also earned his MML Level Three: Governance Award. He stated this is a theme over the last few council meetings, and one we will continue to see in the future, that our councilmembers are not only engaged, but they're sought after to be integral components of training for newly elected officials across the state. He said as we have seen from Mayor Pro Tem Dean, it's not only being there, but it is also taking what you learn and bringing it back to your community. He said he is continually appreciative of the work our councilmembers continue to do across the state. Mayor Terbrack said this is not the ideal way we would normally honor folks, but the Consent Agenda was packed today with great news. He wished Ernie Scalzi a very happy 100th birthday and thanked Deb DeRosa for her unwavering commitment to the community during the COVID-19 pandemic, making thousands of free masks for the community. He said she is a true beacon of light in the community. Mayor Terbrack stated also on the Consent Agenda was the proclamation declaring February as Black History Month in Berkley. He said as we continue to work toward becoming a truly inclusive community in which all citizens – past, present, and future – are respected and recognized, we call upon our community to celebrate those many achievements and contributions made by African-Americans to our economic, cultural, spiritual, and political development. He said we also call upon our community to celebrate our diverse heritage and remember that heritage has not always been candy canes and rainbows, but the learning and understanding and our continued efforts to create a world that is more just, peaceful, and prosperous for everybody. Mayor Terbrack said the American Legion Post 374 will be providing the fish fry dinners that we have come to love every Friday during Lent. He said the dinners will be available from 5 to 8 p.m. beginning February 19th through Good Friday on April 2nd. He said the dinners will primarily be for takeout, but there will also be a small dining area set up to be socially distant. Mayor Terbrack gave a shout out to our Public Safety Department for its continued support of the Michigan Special Olympics today by being bold and getting cold and by doing a virtual polar plunge. He stated the event was live-streamed and as of this evening they raised \$2,669 and are currently 15th in the state, but number one in Oakland County. He said they would appreciate any donations possible to help the Special Olympics reach its goal of \$500,000. He said the video is on the City's Facebook page.

ADJOURNMENT

Councilmember Baker moved to adjourn the Regular Meeting at 8:37 p.m.

Seconded by Councilmember Blanchard

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

Nays: None

Motion Approved.



CITY OF BERKLEY
 CHECK WARRANT
 #1359
 JANUARY 2021

Check Date	Check	Vendor Name	Description	Amount	Voided?
01/07/2021	59498	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN # 6304 - PR #1	4,165.00	
01/07/2021	59499	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	
01/07/2021	59500	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #1	5,623.80	
			EMPL. DEDUCT. (ROTH) - PR #1	1,043.73	
				6,667.53	
01/07/2021	59501	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #1	570.77	
01/07/2021	59502	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #1	2,301.73	
			EMPLOYEE DEDUCT. - LOAN - PR #1	123.40	
				2,425.13	
01/07/2021	59503	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #1	105.00	
01/15/2021	59504	21ST CENTURY MEDIA - MICHIGAN	SYNOPSIS OF ORDINANCE	106.74	
01/15/2021	59505	ABLE PLUMBING & CONTRACTING CO.	REPAIR TOILETS IN MEN'S ROOM & LOBBY	273.50	
01/15/2021	59506	ADKISON, NEED, ALLEN & RENTROP PLLC	MBL APPEALS OFFICER	1,702.50	
01/15/2021	59507	ADT COMMERCIAL LLC	1/27/21 - 2/26/21 DPW ALARM MONITORING	74.90	
01/15/2021	59508	ALIMOFF BUILDING & DEVELOPMENT	3801 ROYAL AVE.	1,500.00	
			2406 ROYAL AVE.	1,500.00	
			3506 PRAIRIE AVE.	1,000.00	
			2627 ROYAL AVE.	1,500.00	
				5,500.00	
01/15/2021	59509	AMAZON CAPITAL SERVICES	GARAGE PARTS - BRUSH HEADS & CAR BODY WA	167.06	
			SUPPLIES - KITCHEN	99.78	
			GARAGE PARTS - STRAPS & TARP	132.33	
			IPHONE CASE & SCREEN PROTECTOR	29.94	
				429.11	
01/15/2021	59510	AMERICAN FIRE PROTECTION SERVICES	DPW FIRE ALARM MAINTENANCE	2,252.10	
01/15/2021	59511	APPLIED IMAGING	DPW COPIES (MAINT.)	4.45	
01/15/2021	59512	ARTHUR E. LOCKHART	3174 ROYAL AVE.	50.00	
01/15/2021	59513	ASHLEY MERZ	WORK IN THE CLERK'S OFFICE	385.00	
01/15/2021	59514	AT&T	ACCT. NO. 24854624000218 - 12/25 - 01/24	783.27	
01/15/2021	59515	AT&T LONG DISTANCE	PHONE SYSTEM / 911 TESTING	599.81	
01/15/2021	59516	B-DRY SYSTEM OF SOUTHEASTERN MI	2652 GARDNER AVE.	75.00	
01/15/2021	59517	BAKER BUILDING COMPANY	3541 CUMMINGS AVE.	50.00	
01/15/2021	59518	BEDIENT CONSTRUCTION	1864 DOROTHEA RD.	1,000.00	
01/15/2021	59519	BILLINGS LAWN EQUIPMENT	BLOWER / DPW	37.38	
01/15/2021	59520	BISON PLUMBING INC.	1912 THOMAS AVE.	500.00	
01/15/2021	59521	BLUE CROSS BLUE SHIELD OF MICH	DECEMBER 2020 CLAIMS	92,818.00	
01/15/2021	59522	BRANDON BYRD	HOUSE SOLD. NO INSPECTIONS CONDUCTED.	180.00	
01/15/2021	59523	CAMELOT CLEANERS	PRIS. BLANKETS	108.80	
01/15/2021	59524	CARLETON EQUIPMENT	#27 DPW - BELT DRIVE & FILTER	340.76	
01/15/2021	59525	CARLISLE / WORTMAN	CONTRACTUAL SERVICES	1,495.00	
01/15/2021	59526	CARQUEST AUTO PARTS STORES	DPW/PS/P&R	91.22	
01/15/2021	59527	CATALYST MEDIA FACTORY	CONSULTING / SOCIAL MEDIA	9,150.00	
01/15/2021	59528	CATCHING FIREFLIES	DDA HOLIDAY DECORATING CONTEST	150.00	
01/15/2021	59529	CBTS	PHONE PROGRAMMING	32.06	
			PHONE PROGRAMMING	32.00	
			PHONE PROGRAMMING	96.19	
			DISPATCH PHONE SYSTEM UPGRADE	1,693.00	
			DISPATCH PHONE SYSTEM UPGRADE	2,522.84	
				4,376.09	

01/15/2021	59530	CDW GOVERNMENT, INC.	PAPERPORT LICENSES	1,298.60
			POWER PDF LICENSES	1,128.80
				2,427.40
01/15/2021	59531	CINTAS CORPORATION	DPW MED. SUPPLIES	98.99
01/15/2021	59532	CLOG-BUSTERS	3296 KIPLING AVE.	1,000.00
01/15/2021	59533	CMC PLUMBING HEATING & COOLING	1705 PRINCETON RD.	500.00
01/15/2021	59534	CMNTV	CABLE PRODUCTION	1,265.00
01/15/2021	59535	COLLIN GRAW & MEGAN ZIEGLER	3629 WAKEFIELD	70.00
01/15/2021	59536	CONSUMERS ENERGY	2400 ROBINA - 11/07/20 - 12/08/20	649.89
			3155 COOLIDGE HWY. - 11/07/20 - 12/08/20	495.29
			3322 COOLIDGE HWY. - 12/09/20 - 01/08/21	1,113.72
			3155 COOLIDGE HWY. - 12/09/20 - 01/08/21	696.27
				2,955.17
01/15/2021	59537	CONTRACTORS CLOTHING CO.	UNIFORMS	29.99
			UNIFORMS	876.14
			MASKS - COVID 19	733.00
				1,639.13
01/15/2021	59538	CONTRACTORS CONNECTION	BARRICADES	1,348.75
01/15/2021	59539	CORELOGIC	MULTIPLE SIDWELLS	5,562.64
01/15/2021	59540	CREGGER PLUMBING	2667 ROYAL AVE.	500.00
			1830 GRIFFITH AVE.	500.00
				1,000.00
01/15/2021	59541	DAVID HORNAK	2115 TYLER AVE.	200.00
01/15/2021	59542	DEALER AUTO PARTS SALES	PS PARTS - TIE ROD	62.54
01/15/2021	59543	DEAN SELLERS FORD	PS - FUSE & REPROGRAMMING	268.50
01/15/2021	59544	DEMCO	ALPHA LABELS	24.33
01/15/2021	59545	DETROIT SALT COMPANY	SALT	5,530.24
			SALT	2,811.24
			SALT	8,353.42
				16,694.90
01/15/2021	59546	DONALD ALLEN SWANSON	3991 ELLWOOD AVE.	1,500.00
01/15/2021	59547	DTE ENERGY	2450 BEVERLY BLVD. - 11/26/20 - 12/28/20	104.74
			3341 ROBINA - 11/11/20 - 12/11/20	83.93
			3238 BACON - 11/11/20 - 12/11/20	186.40
			2471 DOROTHEA RD. - 11/11/2020 - 12/11/20	14.95
			2398 12 MILE RD - 11/11/20 - 12/11/20	77.98
			2990 12 MILE RD. - 11/11/20 - 12/11/20	38.21
			3226 BACON - 11/26/20 - 12/28/20	558.68
				1,064.89
01/15/2021	59548	DTE ENERGY	2400 ROBINA - 11/09/20 - 12/07/20	723.43
01/15/2021	59549	DU-ALL CLEANING INC.	CUSTODIAL SERVICES	1,350.00
			DPW CUSTODIAL DECEMBER 2020	700.00
			DPW CUSTODIAL NOVEMBER 2020	700.00
			DECEMBER JANITORIAL SERVICES	1,300.00
			JANITORIAL SERVICES - DECEMBER	2,000.00
				6,050.00
01/15/2021	59550	EGANIX	DEC. 2020 GREASE CONTROL/SEWERS	480.00
01/15/2021	59551	EJ USA, INC.	CURB BOXES	2,363.00
01/15/2021	59552	EMERGENCY DRAIN AND PLUMBING	1936 WILTSHIRE RD.	500.00
01/15/2021	59553	FAMILY HEATING & COOLING	WORK CANCELLED	45.00
01/15/2021	59554	GALWAY CONSTRUCTION	3991 ELLWOOD AVE.	1,000.00
			3278 TYLER AVE.	800.00
			PROPERTY SOLD TO ANOTHER DEVELOPER	2,227.50
				4,027.50

01/15/2021	59555	GOODMAN ENTERPRISES, LLC	3580 OAKSHIRE AVE,	1,500.00
01/15/2021	59556	GREAT LAKES PEST CONTROL CO	DPW PEST CONTROL DECEMBER 2020 PEST CONTROL DDA PEST CONTROL	40.00 60.00 40.00
				140.00
01/15/2021	59557	GREAT WESTERN STATES SUPPLY LLC	250 - STRESS BALLS / 300 - PENS	840.19
01/15/2021	59558	GUNNERS METERS & PARTS INC.	TAP SADDLES	480.00
01/15/2021	59559	HADLEY CONSTRUCTION	1890 FRANKLIN	55.00
01/15/2021	59560	HAFELI, STARAN, & CHRIST, P.C.	LEGAL SERVICES	13,344.00
01/15/2021	59561	HART INTERCIVIC	V-DRIVE FOR NEW TABULATOR	22.50
01/15/2021	59562	HILLAN HOMES INC.	3242 PHILLIPS AVE.	800.00
01/15/2021	59563	HOME DEPOT CREDIT SERVICES	BROOM - SHOP CATSE CABLE - 2 BOXES SANTA'S LIGHTS	15.88 124.48 28.37
				168.73
01/15/2021	59564	HOWARD L. SHIFMAN P.C.	LABOR LEGAL SERVICES	115.00
01/15/2021	59565	HUBBELL, ROTH & CLARK	2020 - 2021 ROAD IMPROVE. - CREW DAYS WM AMP - TASK 8 CIP	4,968.75 2,210.62
				7,179.37
01/15/2021	59566	HUTCH PAVING INC.	3099 COOLIDGE HWY.	100.00
01/15/2021	59567	HYDROCORP	CROSS CONNECTION DECEMBER 2020	1,658.00
01/15/2021	59568	IMAGE PRINTING	SIGNAGE FOR SUB CONTRACTORS	300.00
01/15/2021	59569	INTEGRATED SUPPLY NETWORK	TOOLS - SOCKET SET	138.78
01/15/2021	59570	INTERSTATE BILLING SERVICE	#18 PARTS - BOTTOM GUARD #18 PARTS - BOTTOM GUARD	219.56 219.50
				439.06
01/15/2021	59571	J.H. HART URBAN FORESTRY	TREE TRIM 12/21/20 - 12/25/20 TREE TRIM REMOVAL 12/14/20 - 12/18/20	1,824.00 6,561.00
				8,385.00
01/15/2021	59572	JACK DEMMER FORD, INC.	PS PARTS - ROTORS, PADS #9 DPW PARTS (FAN)	241.15 121.88
				363.03
01/15/2021	59573	JACK DOHENY COMPANIES, INC.	REPAIR VACTOR - SWIVEL LEAK VACTOR - REPAIR CABLE	2,576.36 572.00
				3,148.36
01/15/2021	59574	JAKE W. STOPIN	2935 PHILLIPS AVE.	75.00
01/15/2021	59575	JAY'S SEPTIC TANK SERVICE	CONTRACTUAL SERVICES	113.00
01/15/2021	59576	JOHN S. FULKS	SIDWELL # 04-25-17-352-007	3,353.21
01/15/2021	59577	KANOPY, INC.	KANOPY DIGITAL CONTENT	103.00
01/15/2021	59578	KEHL CONSTRUCTION	2879 PHILLIPS AVE.	1,000.00
01/15/2021	59579	KONICA MINOLTA BUSINESS SOLUTIONS	PDF OPTION COPIER CHARGES	9.10 13.66
				22.76
01/15/2021	59580	LAKE MICHIGAN CREDIT UNION	SIDWELL # 04-25-17-406-017/04-25-18-230-	694.39
01/15/2021	59581	LARRY'S WELDING SUPPLY	DEC. 2020 CYLINDER RENTAL	62.65
01/15/2021	59582	LEVINE & SONS INC.	1707 WILTSHIRE RD.	500.00
01/15/2021	59583	MALOVER INK INC.	YEAR END TAX FORMS	350.25
01/15/2021	59584	MARINE CITY NURSERY CO	118 TREES / FALL 2020 TREE PLANTING	37,050.00
01/15/2021	59585	MEGA HERTZ	CABLE TV ENCODER	1,545.89
01/15/2021	59586	MERCANTILE BANK	SIDWELL # 04-25-17-326-046	320.51
01/15/2021	59587	METRO PUMP SERVICE	DECEMBER 2020 - FUEL ISLAND MAINT.	427.50
01/15/2021	59588	MICH ASSOC OF MUN CLERKS	ANNUAL MEMBERSHIP FOR GINA HAROLD	60.00

01/15/2021	59589	MICH. RECREATION & PARK ASSOC.	PROF. DEVELOPMENT - T. MCARLETON	249.00
			PROF. DEVELOPMENT - A. SLUSARSKI	249.00
			PROF. DEVELOPMENT - D. MCMINN	249.00
				747.00
01/15/2021	59590	MICHIGAN CAT	#4-20 FIRE TRUCK	623.25
			E-4 ENGINE PROBLEMS	653.13
				1,276.38
01/15/2021	59591	MICHIGAN MUNICIPAL LEAGUE	MML ANNUAL DUES	6,507.00
01/15/2021	59592	MICHIGAN PETROLEUM	FLUID / OIL (MECHANIC)	158.92
01/15/2021	59593	MICHIGAN.COM	RENEWAL OF DETROIT NEWS FOR 1/1/21 - 6/3	60.01
01/15/2021	59594	MIDWEST TAPE	HOOPLA DIGITAL CONTENT	906.81
01/15/2021	59595	MIRCEA OPRIS	3998 GARDNER AVE.	50.00
01/15/2021	59596	MOTOR CITY FASTENER, LLC	EQUIPMENT SUPPLIES	331.60
01/15/2021	59597	MOTOROLA	CONNECT NEW PHONE SYSTEM	3,055.75
01/15/2021	59598	NAGLE PAVING COMPANY	2970 ELEVEN MILE RD.	100.00
01/15/2021	59599	NATHAN PAPKE	REIMBURSEMENT FOR NAT'L TACT. OFC. ASSOC	35.00
01/15/2021	59600	NORFIELD DEVELOPMENT PARTNERS, LLC	DPW - DECEMBER 2020 MISS DIG SOFTWARE	199.00
01/15/2021	59601	NORTHWESTERN UNIVERSITY CENTER	D. ARNEY STAFF COMMAND SCHOOL	4,300.00
01/15/2021	59602	NYE UNIFORM	BOOTS - BLANCHARD	147.50
			BLANCHARD - POLO & JACKET	104.00
			HADFIELD - BOOTS	134.50
				386.00
01/15/2021	59603	OAKLAND COUNTY	DEC. 2020 SEWAGE TREATMENT	238,366.09
01/15/2021	59604	OLIVER CONSTRUCTION	1907 COLUMBIA RD.	1,000.00
			3277 GARDNER AVE.	1,500.00
			4140 GRIFFITH AVE.	1,000.00
				3,500.00
01/15/2021	59605	OTIS ELEVATOR	2021 MAINT. SERVICE	7,377.72
01/15/2021	59606	OVERLAND CONTRACTING, INC.	2400 ROBINA AVE.	100.00
01/15/2021	59607	PARTSMASTER	TOOLS/DPW	209.04
			DPW PARTS - THERMAPODS	168.72
			DPW PARTS - POLYMER REPAIR	82.83
				460.59
01/15/2021	59608	PITNEY BOWES INC.	PSX NOV. 2020 PROGRAM FEE	5.00
01/15/2021	59609	PRESIDIO NETWORKED SOLUTIONS GROUP	SECURITY CAMERA SYSTEM	7,416.80
01/15/2021	59610	PRO HOME IMPROVEMENT INC.	2237 HARVARD RD.	75.00
01/15/2021	59611	RKA PETROLEUM COS, INC	#2 PREM ULS DIESEL	988.46
01/15/2021	59612	ROCHESTER MIDLAND	SANOR SERVICE FOR CITY HALL	69.39
01/15/2021	59613	ROOF ONE LLC	1069 LARKMOOR BLVD.	75.00
			1939 COLUMBIA RD.	75.00
				150.00
01/15/2021	59614	ROY LILLEY BUILDER, INC.	2736 OXFORD RD.	1,500.00
01/15/2021	59615	RPS HOMES LLC	3185 PHILLIPS	850.00
01/15/2021	59616	S & S PROPERTY PRESERVATION INC.	2533 MORTENSON BLVD.	50.00
01/15/2021	59617	S/E OAK. CTY WATER AUTHORITY	DECEMBER 2020 BULK WATER	61,805.54
01/15/2021	59618	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE, P/UPS 12/16/20 - 12/31/2	49,953.00
01/15/2021	59619	SAFARILAND, LLC	D. GEARY INST. SCHOOL	895.00
			N. PAPKE INST. SCHOOL	895.00
				1,790.00
01/15/2021	59620	SARAH HATTER	GENEALOGY PROGRAM	150.00
01/15/2021	59621	SEHI COMPUTER PRODUCTS	ADOBE INDESIGN LICENSE	407.88
01/15/2021	59622	STAPLES	OFFICE SUPPLIES - DECEMBER	88.41
			OFFICE SUPPLIES/MONITORS	379.07
				467.48

01/15/2021	59623	STATE OF MICH-DEPT OF TREASURY	DECEMBER 2020 MI TAX WITHHOLDING FOR ACT	15,702.84
01/15/2021	59624	STATE OF MICH-DEPT OF TREASURY	DECEMBER 2020 MI TAX WITHHOLDING FOR RET	2,859.82
01/15/2021	59625	STEVEN BUCKNER	SIDWELL # 04-25-18-177-004	106.99
			SIDWELL # 04-25-18-177-004	2,184.32
				2,291.31
01/15/2021	59626	T-MOBILE	T-MOBILE HOTSPOTS	83.43
01/15/2021	59627	TARGETSOLUTIONS LEARNING LLC	TRAINING SOFTWARE	4,851.80
01/15/2021	59628	TERMINAL SUPPLY CO	HYDRAULIC FITTINGS	81.69
			DPW PARTS = FOUR STROBES	275.08
			#40 - FOUR BACKUP LIGHTS	158.88
				515.65
01/15/2021	59629	THE ARTSY UMBRELLA	DDA HOLIDAY WINDOW DECORATING CONTEST	300.00
01/15/2021	59630	THE LIBRARY NETWORK	BOOKS, AV MATERIALS	3,176.76
01/15/2021	59631	THE RAPID GROUP, LLC	SHREDDING SERVICES	30.00
01/15/2021	59632	THOMAS JOSEPH BERTA	3872 PHILLIPS	850.00
01/15/2021	59633	TRANSPORTATION IMPROVEMENT ASSOC.	TIA ANNUAL MEMBERSHIP - 1/1/2021 - 12/31	4,830.00
01/15/2021	59634	TRANSUNION RISK AND ALTERNATIVE	TLOXP INVEST. SERVICES. DEC,	110.00
01/15/2021	59635	TRI-COMMUNITY COALITION	ANNUAL CONTRIBUTION	5,000.00
01/15/2021	59636	TRUCK & TRAILER SPECIALTIES, INC.	DPW PARTS - JUMNPN PACK	554.37
01/15/2021	59637	TYLER TECHNOLOGIES, INC.	MOBILE EYES INSPECT., ON BOARD CODES, RE	2,715.00
01/15/2021	59638	ULLMAN'S HEALTH AND BEAUTY LLC	DDA HOLIDAY WINDOW DECORATING CONTEST	150.00
01/15/2021	59639	VERTICAL CONSTRUCTION, INC.	1695 TWELVE MILE RD.	50.00
01/15/2021	59640	WINDER POLICE EQUIPMENT	#425 - REPLACE SPOTLIGHT	93.00
			TOWER 4 BACKUP CAMERA / WATCHGUARD INSTA	4,520.88
			BUILD OF NEW #47	1,849.70
			TOWER 4 RADIO INSTALL	187.18
			BUILD OF NEW #47	2,440.00
			BUILD OF NEW #47	1,282.96
			BUILD OF NEW #47	1,726.60
			LABOR FOR NEW BUILD OF #47	2,440.00
			BUILD OF #413	2,084.00
			BUILD OF NEW #413	761.72
			BUILD OF NEW #413	1,520.00
			LABOR FOR BUILD OF NEW #413	2,160.00
			STRIP OLD #413	365.00
			BUILD OF NEW #47	563.37
				21,994.41
01/15/2021	59641	WINDSTREAM	PHONE SERVICE	647.83
01/15/2021	59642	WOLVERINE FREIGHTLINER EASTSIDE	NEW #44 CHASSIS ONLY	102,957.00
01/15/2021	59643	WOW! BUSINESS	CABLE	37.43
01/15/2021	59644	ZACHARY HARMON	TUITION REIMBURSEMENT - FALL 2020	1,757.65
01/15/2021	59645	ZALMAN'S TREASURES	DOWNTOWN BERKLEY BUCKS	20.00
01/21/2021	59646	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN #6304 - PR #2	4,165.00
01/21/2021	59647	DURST LUMBER CO	MISC. ITEMS	352.23
01/21/2021	59648	FEDEX OFFICE	COPIES FOR FOIA	139.22
01/21/2021	59649	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #2	82.99
			CHILD SUPPORT CASE NO. 913286400 - PR #2	128.05
			CHILD SUPPORT CASE NO. 913488854 - PR #2	64.14
				275.18
01/21/2021	59650	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #2	5,477.27
			EMPL. DEDUCT. (ROTH) - PR #2	1,032.93
				6,510.20
01/21/2021	59651	ROCHESTER MIDLAND	SANOR SERVICE FOR CITY HALL	66.69
01/21/2021	59652	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #2	570.77
01/21/2021	59653	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #2	2,283.08
			EMPLOYEE DEDUCT. - LOAN - PR #2	123.40
				2,406.48

01/21/2021	59654	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #2	105.00
01/29/2021	59655	21ST CENTURY MEDIA - MICHIGAN	PH NOTICE PBA-01-21	213.98
			PH NOTICE PLANNING COMMISSION	329.48
			PH NOTICE PLANNING COMMISSION	273.86
			PH NOTICE PLANNING COMMISSION	191.24
				1,008.56
01/29/2021	59656	A & M SERVICE CENTER INC.	VEH TOW FROM 2855 WILT TO STATION	125.00
01/29/2021	59657	A1 LAWN & SNOW SERVICES, LLC	SENIOR SNOW CDBG	1,140.00
01/29/2021	59658	ACUITY SPECIALTY PRODUCTS, INC.	GARAGE - COVERS & WIPES	269.59
01/29/2021	59659	ADN ADMINISTRATORS, INC.	ADMINISTRATIVE FEE FOR FEBRUARY	937.25
01/29/2021	59660	AIRGAS USA, LLC	CYLINDER RENTAL DECEMBER 2020	30.27
01/29/2021	59661	AIS CONSTRUCTION EQUIPMENT	NEW #28 BACKHOE	121,702.04
01/29/2021	59662	ALIMOFF BUILDING & DEVELOPMENT	3801 ROYAL AVE.	910.00
			2627 ROYAL AVE.	800.00
			4153 GRIFFITH AVE.	1,000.00
				2,710.00
01/29/2021	59663	ALLIANCE MOBILE HEALTH	BLOOD DRAW FOR PATIENT NO. 1914253	148.00
01/29/2021	59664	AMAZON CAPITAL SERVICES	OPTIC LIGHT BATTERIES	40.78
			CONF. ROOM MTG./TRNG. SUPPLIES	344.36
			CONF. ROOM MTG./TRNG. SUPPLIES	131.27
			CONF. ROOM MTG./TRAINING SUPPLIES	26.99
			GUN SIGHTING BENCH	180.29
			SHREDDER	379.00
			SPACE HEATER	29.99
			BOOKING PRINTER INK	420.81
			BOOKING PRINTER INK	82.00
			NETWORK CABLE COUPLERS	12.86
			BLANK WALLPLATES	4.15
			WHEEL CHOCKS, PROT. COVERALLS, FILTERS	204.95
			OFFICE SUPPLIES	12.81
				1,870.26
01/29/2021	59665	AMICI'S KITCHEN AND LIVING ROOM	DOWNTOWN BERKLEY BUCKS	100.00
01/29/2021	59666	ANDREW T. MCINDOO	2090 CAMBRIDGE RD.	50.00
01/29/2021	59667	ARTICIPATE	DDA FACADE GRANT	1,858.00
01/29/2021	59668	ASHLEY MERZ	WORK IN THE CLERK'S OFFICE	336.00
01/29/2021	59669	BASIC	JANUARY 2021 ADMINISTRATIVE FEE	140.00
01/29/2021	59670	BEAUTIFICATION COUN OF SE MICH	MEMBERSHIP	20.00
01/29/2021	59671	BERKLEY AREA CHAMBER OF COMMERCE	SPONSORSHIP OF BERKLEY LOCAL PODCAST	600.00
01/29/2021	59672	BEST CHOICE TOTAL HOME IMPROV	762 PRINCETON RD.	75.00
			711 PRINCETON RD.	75.00
			2314 HARVARD RD.	50.00
				200.00
01/29/2021	59673	BLUE CROSS BLUE SHIELD OF MICHIGAN	FEBRUARY 2021 PREMIUM FOR SUFFIX 601	21,549.60
			FEBRUARY 2021 PREMIUM FOR SUFFIX 600	5,023.72
				26,573.32
01/29/2021	59674	BONGERO CONSTRUCTION CO.	2350 CAMBRIDGE RD.	50.00
01/29/2021	59675	CARLETON EQUIPMENT	#19 DPW - BUCKET & PIN	213.95
			#27 DPW - TANK & MISC.	251.14
				465.09
01/29/2021	59676	CDW GOVERNMENT, INC.	HP MAINTENANCE KIT	284.28
01/29/2021	59677	CINTAS CORPORATION	MED BOX REFILL	148.61
01/29/2021	59678	CITY OF OAK PARK TREASURER	SCBA CASCADE PAYMENT	334.00
01/29/2021	59679	CMNTV	CABLE PRODUCTION DECEMBER 2020	1,265.00
01/29/2021	59680	COCO FAIRFIELD'S	DOWNTOWN BERKLEY BUCKS	35.00
01/29/2021	59681	CONSUMERS ENERGY	2400 ROBINA - 12/09/20 - 01/08/21	868.21
			2395 12 MILE RD. - 12/09/20 - 01/08/21	2,271.04
			3238 BACON - 12/09/20 - 01/09/21	498.29

			3300 BACON - 12/09/20 - 01/09/21	1,493.67
				5,131.21
01/29/2021	59682	CONTRACTORS CLOTHING CO.	UNIFORMS	129.60
01/29/2021	59683	CONTRACTORS CONNECTION	PUMP PARTS GLOVES	105.80 846.00
				951.80
01/29/2021	59684	CORBINDESIGN	WAYFINDING AND SIGNAGE SYSTEM	831.25
01/29/2021	59685	CREGGER MECHANICAL SYSTEMS	3878 ROBINA - LEAD SERVICE REPLACE.	2,100.00
01/29/2021	59686	CUMMINS BRIDGEWAY, LLC	#38 - OUTSIDE REPAIR	1,946.72
01/29/2021	59687	DEALER AUTO PARTS SALES	PS PARTS - APPLY CM 356595	212.72
01/29/2021	59688	DETROIT SALT COMPANY	SALT SALT	5,525.91 5,422.29
				10,948.20
01/29/2021	59689	DOUGLASS THE HANDYMAN	2646 COOLIDGE HWY.	200.00
01/29/2021	59690	DTE ELECTRIC COMPANY	POLE RENTAL FOR FIBER NETWORK	430.21
01/29/2021	59691	DTE ENERGY	3155 COOLIDGE HWY. - 12/12/20 - 01/12/21	1,223.33
			2099 OXFORD RD. - 12/11/20 - 01/11/21	22.21
			2990 12 MILE RD. - 12/12/20 - 01/12/21	39.87
			2398 12 MILE RD. - 12/12/20 - 01/12/21	86.06
			3341 ROBINA - 12/12/20 - 01/12/21	87.32
			3238 BACON AVE. - 12/12/20 - 01/12/21	337.72
			2395 12 MILE RD. - 12/12/20 - 01/12/21	4,582.13
			2261 ROBINA - 12/12/20 - 01/12/21	93.54
			2400 ROBINA - 12/12/20 - 01/12/21	487.13
			2100 BACON - 12/12/20 - 01/12/21	35.24
			2471 DOROTHEA RD. - 12/12/20 - 01/12/21	14.95
				7,009.50
01/29/2021	59692	DTE ENERGY	2400 ROBINA - 12/08/20 - 01/10/21	219.10
			STREETLIGHT - 12/01/20 - 12/31/20	20,350.20
				20,569.30
01/29/2021	59693	EJ USA, INC.	FIRE HYDRANTS - APPLY CM 110200089532	961.71
			FIRE HYDRANTS	369.64
			HYDRANT EXTENSION	63.05
				1,394.40
01/29/2021	59694	ERVIN SHABI & DANNA DELPIER-SHABI	3259 CUMBERLAND RD.	100.00
01/29/2021	59695	EZELL SUPPLY CORPORATION	SUPPLIES - COVID SANITIZERS	192.42
01/29/2021	59696	FORTUNA CONSTRUCTION CORP.	1827 STANFORD RD.	200.00
01/29/2021	59697	FOUNDATION SYSTEMS OF MICHIGAN	3747 WAKEFIELD RD.	75.00
01/29/2021	59698	GARY W. FOSTER	2311 KIPLING AVE.	800.00
01/29/2021	59699	GOODYEAR AUTO SERVICE CENTER	PS - ALIGNMENT	104.99
01/29/2021	59700	GREAT LAKES PEST CONTROL CO	PEST CONTROL	60.00
			DDA PEST CONTROL	40.00
			DPW PEST CONTROL - JAN. 2021	40.00
				140.00
01/29/2021	59701	GREAT LAKES WATER AUTHORITY	IWC - DECEMBER 2020	3,004.82
01/29/2021	59702	HUBBELL, ROTH & CLARK	PHASE 1 SIGN INVENTORY	8,081.05
			RESIDENTIAL GRADING REVIEW	650.00
			RESIDENTIAL GRADING REVIEWS	650.00
			ENGINEERING	3,465.23
			CE SERVICES - 2020 SIDEWALK PROGRAM	4,154.45
			2020 - 2021 ROAD IMPROVE. - CE SERVICES	4,835.01
			WM AMP - SERVICE LINE UPDATE	1,524.85
			GIS SUPPORT - SIGN INVENTORY & SEWER VID	2,419.84
			STANFORD WM PERMIT ASSIST.	382.80
			CATALPA FAC - SURVEY & PAVEMENT CORES	7,220.18

33,383.41

01/29/2021	59703	IIMC	ANNUAL MEMBERSHIP FOR GINA HAROLD	200.00
01/29/2021	59704	ISCG	CARPET DEPOSIT (REPLACEMENT TILES)	198.00
01/29/2021	59705	J.B. DLCO & MULTISTATE	#7 - OIL FILTER ASSEMBLY	42.09
01/29/2021	59706	J.H. HART URBAN FORESTRY	TREE TRIM 1/11/21 - 1/15/21	3,163.50
			TREE TRIM / REMOVAL 1/4/21 - 1/8/21	4,818.00
				<hr/> <hr/>
				7,981.50
01/29/2021	59707	JACK DOHENY COMPANIES, INC.	#38 VACTOR - CONTROLLER COVER	59.40
01/29/2021	59708	JEREMY MICHAEL SMITH	1258 WEST BLVD.	100.00
01/29/2021	59709	JLG HOSPITALITY GROUP LLC	BERKLEY BUCKS REDEEMED AT BERKLEY COMMON	60.00
01/29/2021	59710	JOHN R. SPRING & TIRE CENTER	#41 OUTSIDE REPAIR	2,919.82
01/29/2021	59711	KENDALL PROJECT MANAGEMENT SVCS.	2728 OAKSHIRE AVE.	100.00
01/29/2021	59712	KIESLER'S POLICE SUPPLY, INC.	SWAT SUPPLIES	861.33
01/29/2021	59713	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	90.00
01/29/2021	59714	M G E CARPENTRY	2233 BEVERLY BLVD.	100.00
01/29/2021	59715	MAJIK GRAPHICS, INC.	LABELS/TRUCKS	68.75
01/29/2021	59716	MALONEY TRUCKING	DIRT / CONCRETE HAUL OUT	1,860.00
			HAUL IN/OUT SAND & DIRT	4,220.00
				<hr/> <hr/>
				6,080.00
01/29/2021	59717	MALOVER INK INC.	YEAR-END TAX FORMS	63.80
01/29/2021	59718	MARK CUNEAZ	2464 ROYAL AVE.	55.00
01/29/2021	59719	MCKENNA	SERVICES FOR DECEMBER 2020	35,956.50
01/29/2021	59720	MICHIGAN AMMO CO., INC.	TRAINING AMMO	3,420.00
01/29/2021	59721	MICHIGAN CAT	#4-20 FIRE TRUCK (BRACKET)	13.32
			#4-20 FIRE - SWITCH	104.49
				<hr/> <hr/>
				117.81
01/29/2021	59722	MICHIGAN GRAPHICS & AWARDS	AXE HANDLE ENGRAVE - FROST	25.00
			AXE HANDLE ENGRAVING - FROST	45.00
			GUN ENGRAVING - FROST RETIREMENT	50.00
				<hr/> <hr/>
				120.00
01/29/2021	59723	MOTOROLA	PHONE SWITCH OVER	129.42
01/29/2021	59724	NATIONAL HOSE TESTING SPECIALITIES	ANNUAL LADDER TESTING	769.75
01/29/2021	59725	NELSON BROTHERS SEWER & PLUMBING	ROOF DRAIN REPAIR	850.00
01/29/2021	59726	NEW MOON VISIONS, INC.	BRAND REFRESH, GUIDE & AD CAMPAIGN DEPOS	3,091.66
01/29/2021	59727	NYE UNIFORM	5 CLIP ON TIES, 5 TIES BARS - STOCK	123.95
			HAT BANDS, BUTTONS, COLLAR BRASS - STOCK	40.98
			1 BOOTS, 2 PANTS, 2 POLO'S - MUELLER	406.00
			SLIDE BAR COMM. HOLDERS (3) - STOCK	45.00
			2 PANTS, 4 SHIRTS - BEATTY	354.96
			2 POLY/WOOL SHIRTS - BEATTY	118.98
			BOOTS - Z. TYLER	205.00
			2 PANTS - 3 SHIRTS - KWIECINSKI	295.97
			1 SHIRT - KOBERNICK	47.49
			2 CAPS - S. SMITH	58.00
			2 SHIRTS - HADFIELD	99.00
			1 DICKIE - HADFIELD	19.50
			1 L/S WOOL SHIRT, 1 CLIP ON TIE - Z. TYL	65.98
			BOOTS - GABRIEL	315.00
			2 SHIRTS - PALMER	103.00
			1 JOB SHIRT - BROKAW	115.99
				<hr/> <hr/>
				2,414.80
01/29/2021	59728	OAKLAND COUNTY CLERKS ASSOC	MEMBERSHIP FOR VICTORIA MITCHELL	25.00
			MEMBERSHIP FOR GINA HAROLD	25.00
				<hr/> <hr/>
				50.00
01/29/2021	59729	OLIVER CONSTRUCTION	4140 GRIFFITH AVE.	1,000.00
			4140 GRIFFITH	850.00
			4140 GRIFFITH AVE.	800.00
				<hr/> <hr/>

			2,650.00	
01/29/2021	59730	OVERDRIVE, INC.	OVERDRIVE DIGITAL CONTENT	1,124.27
01/29/2021	59731	P. A. MORRIS COMPANY	REGULAR MEETING ATTENDANCE/MINUTES 1/13/	175.00
01/29/2021	59732	PARTSMASTER	FILES & ABRASIVE ROLLS - APPLY CM 223270	304.96
01/29/2021	59733	PAUL DEHEM	4271 ELLWOOD AVE.	50.00
01/29/2021	59734	PITNEY BOWES INC.	NOVEMBER 2020 WATER POSTAGE	85.24
01/29/2021	59735	PRESIDIO NETWORKED SOLUTIONS GROUP	SECURITY CAMERA SYSTEM	7,383.20
01/29/2021	59736	QUANTUM SERVICES GROUP, LLC	SERVER BACKUP SYSTEM	406.00
			SERVER BACKUP SYSTEM	406.00
				812.00
01/29/2021	59737	RACHEL VALLEY	3593 WAKEFIELD RD.	100.00
01/29/2021	59738	REBECCA STOUT	REIMBURSEMENT FOR CRAFT SUPPLIES	80.35
01/29/2021	59739	ROAD COMMISSION OF OAKLAND CO	LONG LINE - 2020 PAVEMENT MARKINGS	11,230.62
			SIGNAL MAINT. / NOV. 2020	3,636.65
			COLD PATCH & BRINE	2,574.80
				17,442.07
01/29/2021	59740	S/E OAK.CTY RESOURCE REC. AUTH	DEC. 202 CITY PICK UPS & SPECIALS	1,322.36
			TRASH, RECYCLE, PICK UPS - JAN. 2021 MID	43,649.00
				44,971.36
01/29/2021	59741	SANDOVAL HOMES LLC	3931 GARDNER	719.96
01/29/2021	59742	SAS SERVICES	3560 ELLWOOD AVE.	50.00
01/29/2021	59743	SPARK	BERKLEY DDA MAP - 2021 UPDATES & PRINTIN	1,390.00
01/29/2021	59744	SPECIALTY MODIFICATIONS, INC.	3141 GRIFFITH AVE.	100.00
01/29/2021	59745	SPECTRUM NEON CO.	4033 TWELVE MILE RD.	50.00
01/29/2021	59746	STAPLES	MAINTENANCE SUPPLIES/OFFICE SUPPLIES	141.72
			DPW OFFICE SUPPLIES	68.94
			PAPER, TAPE, LABELS, RUBBERBANDS	63.94
				274.60
01/29/2021	59747	STEWART & SONS CONCRETE	2020 SIDEWALK REPAIR - 2011 TYLER	125.00
01/29/2021	59748	STREET DUTY	2 STREAMLIGHT BATTERY DOOR / SWITCHES	76.00
01/29/2021	59749	TELVUE CORPORATION	COUNCIL LIVESTREAM & TECH	4,320.00
01/29/2021	59750	THE DAILY TRIBUNE	ANNUAL SUBSCRIPTION	639.00
01/29/2021	59751	TRESNAK CONSTRUCTION	1591 OXFORD RD.	100.00
01/29/2021	59752	TRUCK & TRAILER SPECIALTIES, INC.	PACKER BODY (PARTIAL)	357.00
01/29/2021	59753	ULTIMATE SIGNS INC.	2079 TWELVE MILE RD.	50.00
01/29/2021	59754	VITRINE GALLERY AND GIFTS	DOWNTOWN BERKLEY BUCKS	115.00
01/29/2021	59755	WARREN CONTRACTORS & DEVELOPMENT	LAND IMPROVEMENTS	111,648.63
01/29/2021	59756	WILDER INTERACTIVE	COURAGEOUS COMM. TRAINING - FINAL PAYMEN	2,000.00
01/29/2021	59757	WOLVERINE TRUCK SALES	#41 DPW - SHOCKS	173.86
01/29/2021	59758	WOW! BUSINESS	WOW INTERNET SERVICE	220.99
01/29/2021	59759	XEROX CORPORATION	XEROX USER FEES 11/21 - 12/21/20	93.58
				1,368,978.60
				0.00
				1,368,978.60

Total of 262 Checks: 1,368,978.60

Less 0 Void Checks: 0.00

Total of 262 Disbursements: 1,368,978.60

CITY OF BERKLEY
ACH TRANSFERS

VENDOR

1/11/2021 DPW UNION DUES	\$	308.00
1/11/2021 PSO UNION DUES	\$	760.00
1/11/2021 PS COMMAND UNION DUES	\$	400.00
1/12/2021 MERS	\$	82,289.40
1/19/2021 INTERNAL REVENUE SERVICE	\$	500.00
1/25/2021 INTERNAL REVENUE SERVICE	\$	38,687.93
1/25/2021 PSO UNION DUES	\$	760.00
1/25/2021 PS COMMAND UNION DUES	\$	400.00
1/25/2021 INTERNAL REVENUE SERVICE	\$	41,468.67
1/28/2021 PITNEY BOWES	\$	4,000.00
	\$	169,574.00

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 J. Terbrack, Mayor

Victoria Mitchell, City Clerk

AN ORDINANCE

**Of the Council of the City of Berkley, Michigan
Amending Section 138-192 of Chapter 138, Zoning,
Of the City of Berkley Code of Ordinances
To Amend Regulations for Projections into Setbacks
And Provide Penalties for Violations**

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Section 138-192 of Chapter 138 of the Berkley Code of Ordinances shall be amended, as follows:

Sec. 138-192. Projections.

Projections may extend into a required side yard setback not more than two inches for each one foot of width of such setback; and may extend or project into a required front or rear yard setback not more than three feet. ~~Such projections shall not have a foundation and shall be above grade at least 12 inches.~~ The total of all projections into a given yard shall not exceed 30 percent of that wall's surface area.

Projections may have a foundation, such as brick or masonry fireplaces, or may be without foundation, such as box fireplaces, bay windows, and other types of cantilevers, including second story cantilevers.

Projections without a foundation shall be above grade at least 12 inches.

In nonresidential districts, where no front yard setback is required, the Planning Commission may permit a projection to extend into the right of way three feet provided that it is at least 11 feet above the sidewalk if the Planning Commission determines the public health, safety, and welfare will not be adversely affected. The total of all projections into a given right of way shall not exceed 30 percent of that wall's surface area.

SECTION 2: Severability Clause

Should any word, phrase, sentence, paragraph, or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect.

SECTION 3: Effective Date

This Ordinance shall become effective 30 days following the date of adoption.

SECTION 4: Publication

The City Council directs the City Clerk to publish a summary of this ordinance in compliance with Public Act 182 of 1991, as amended, and Section 6.5 of the Berkley City Charter.

Introduced on the First Reading at the Regular City Meeting on Monday, February 1, 2021.

Passed on the Second Reading at the Regular City Council Meeting on Monday, March 1, 2021.

Daniel J. Terbrack
Mayor

Attest: _____

Victoria Mitchell, City Clerk

AN ORDINANCE

Of the Council of the City of Berkley, Michigan
Adding Division 1.5 of Article III, General Provisions of Chapter 138, Zoning,
Of the City of Berkley Code of Ordinances
To Define and Regulate Exterior Appliances
And Provide Penalties for Violations

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Add new Division 1.5, Exterior Appliances, to Article III, General Provisions, in Chapter 138 of the Berkley Code of Ordinances, as follows:

Division 1.5. Exterior Appliances

Sec. 138-71. Purpose

The purpose of this division is to promote the public health, safety and welfare by regulating the manner and location of exterior appliances on residential and commercial properties in the city. For purposes of this division, the following definitions shall apply.

Sec. 138-72. - Definitions

Air Conditioning Unit: The central air conditioning system located on the exterior of a building including a compressor, fan, condenser coil, evaporator coil and a refrigerant.

Power Generator: A stationary device, such as a reciprocating internal combustion engine or turbine that serves solely as a secondary source of mechanical or electrical power whenever the primary energy supply is disrupted or discontinued during power outages or natural disasters. A power generator may operate during power interruptions or during regularly scheduled testing.

Exterior Appliance: Mechanical equipment located on the exterior of a residential or commercial building. Such types of equipment shall include air conditioning condenser unit, power generators, and any noise producing mechanical system components located at the exterior of a building. Exterior appliances specific to swimming pools are subject to the regulations in Section 138-59.

Sec. 138-73. - Location

Exterior appliances are prohibited from being located in the front yard or within a recorded easement or right-of-way that would prohibit, hinder or disrupt utilities, drainage, access, etc.

(a) Residential.

1. Power Generators and other exterior appliances shall be located in the rear yard at least six (6) feet from side property line.
2. Air Conditioning Units may be permitted in the side yard under the following conditions:
 - a. The unit must be at least 18 inches from side property line;
 - b. The unit must be at least 12 feet from adjacent dwelling;
 - c. The unit must be screened on at least three (3) sides by opaque fencing or landscaping, measuring at least four (4) feet in height from grade.
 1. The principal structure may be considered one side of screening.
 2. Screening must be provided from street view and facing the closest adjacent property.
 3. Chain link fencing is not permissible as a screening material for exterior appliances.

(b) Nonresidential.

1. *At Grade.*
 - a. Exterior appliances shall be at least five (5) feet from a property line.
 - b. Power Generators shall be enclosed in a sound-attenuating enclosure, if located adjacent to residential property.
 - c. Exterior appliances shall be screened on at least three (3) sides with opaque fencing or landscaping, measured at least four (4) feet in height from grade.
 1. The principal structure may be considered one side of screening.
 2. Screening must be provided from street view and facing the closest adjacent property.
 3. Chain link fencing is not permissible as a screening material for exterior appliances.
2. *Rooftop.*
 - a. Exterior appliances located on the rooftop of commercial buildings shall be screened so as to not be visible from street level. Screening materials shall be consistent with the color, materials, design and aesthetic of the building.
3. The Planning Commission may modify location of the exterior appliances on non-residential properties during site plan review, if the applicant can demonstrate an

alternative location does not negatively impact adjacent properties, pedestrian or vehicular traffic.

Sec. 138-74. – Restrictions.

Generator testing shall be permitted Monday – Friday, 9:00am – 6:00pm.

Sec. 138-75. – Non-Conforming Exterior Appliances.

Non-conforming exterior appliances include appliances that were lawfully installed but are no longer in compliance with the provisions of this chapter.

Non-conforming exterior appliances may be continued, maintained and replaced provided there is no increase or enlargement of the area occupied or devoted to such use.

If the structure that is served by a non-conforming exterior appliance is damaged or partially destroyed by less than 50 percent of its market value, the exterior appliance may be restored and its previous use continued. If the structure that is served by a non-conforming exterior appliance is damaged or partially destroyed by 50 percent or more than 50 percent of its market value, then any restoration or new construction must comply with all current building and zoning codes.

Sec. 138-76. – Permits required.

Permits are required for the installation of exterior appliances.

SECTION 2: Severability Clause

Should any word, phrase, sentence, paragraph, or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect.

SECTION 3: Penalty

All violations of this ordinance shall be municipal civil infractions and upon a determination of responsibility therefore shall be punishable by a civil fine or not more than \$500, and/or such other sanctions and remedies as prescribed in Article IX of Chapter 82 of the Code of Ordinances.

SECTION 4: Effective Date

This Ordinance shall become effective 30 days following the date of adoption.

SECTION 5: Publication

The City Council directs the City Clerk to publish a summary of this ordinance in compliance with Public Act 182 of 1992, as amended, and Section 6.5 of the Berkley City Charter.

Introduced on the First Reading at the Regular City Council Meeting on Monday, February 1, 2021.

Passed on the Second Reading at the Regular City Council Meeting on Monday, March 1, 2021.

Daniel J. Terbrack
Mayor

Attest:

Victoria Mitchell
City Clerk

AN ORDINANCE

of the City Council of the City of Berkley, Michigan to Amend Section 94-10 of Chapter 94, Signs, to Eliminate Number of Days to Remove Political Signs Following an Election, and to Prescribe a Penalty for Violations.

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Section 94-10 of Chapter 94 of the Berkley Code of Ordinances shall be amended, as follows:

Sec. 94-10. – Temporary signs.

- (a) *Exempt temporary signs.* The following signs are generally exempt from the regulations of the ordinance from which this chapter was derived, except sections 94-10 and 94-11 shall apply.
 - (1) *Garage sale signs.* See Berkley City Code, Chapter 54 Garage/Estate Sales.
 - (2) *Political campaign signs.* Signs pertaining to candidates and ballot questions for which local citizens may vote.

Districts Permitted	Maximum Sign Area	Maximum Height	Setback
Single Family Residential, R-2	6 square feet	4 feet	5 feet
Multiple Family Residential, High Rise Multiple Family Residential, Greenfield, Office	10 square feet	6 feet	5 feet
Downtown, Local Business, Woodward, Industrial, Gateway, Twelve Mile, Coolidge, Eleven Mile, Parking	20 square feet	6 feet	5 feet

(3) *Real estate signs.* Real estate signs in non-residential districts shall display the existing zoning district.

Districts Permitted	Maximum Sign Area	Number Permitted per Lot or Business	Maximum Height	Setback	Period of Time
Single Family Residential, R-2	6 square feet	1	4 feet	5 feet	Duration on Market
Multiple Family Residential, High Rise Multiple Family Residential, Greenfield, Office	10 square feet	1	6 feet	5 feet	Duration on Market
Downtown, Local Business, Woodward, Gateway, Twelve Mile, Eleven Mile, Coolidge, Industrial	20 square feet	1	6 feet	5 feet	Duration on Market

(4) *Construction signs.*

Districts Permitted	Maximum Sign Area	Number Permitted per Lot or Business	Maximum Height	Setback	Period of Time
Single Family	6 square feet	1	4 feet	5 feet	Duration of Construction

Residential, R-2					
All Other Districts	10 square feet	1	6 feet	5 feet	Duration of Construction

(b) *Temporary signs requiring permits.* All other temporary signs shall require a temporary use permit. See Chapter 138 *Zoning*, Article III *General Provisions*, Division 3 *Temporary Use Permits*.

SECTION 2: Severability Clause

Should any word, phrase, sentence, paragraph, or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect.

SECTION 3: Penalty

All violations of this ordinance shall be municipal civil infractions and upon a determination of responsibility therefore shall be punishable by a civil fine of not more than \$500, and/or such other sanctions and remedies as prescribed in Article IX of Chapter 82 of the Code of Ordinances.

SECTION 4: Effective Date

This Ordinance shall become effective 30 days following the date of adoption.

SECTION 5: Publication

The City Council directs the City Clerk to publish a summary of this ordinance in compliance with Public Act 182 of 1991, as amended, and Section 6.5 of the Berkley City Charter.

Introduced on the First Reading at the Regular City Council Meeting on Monday, February 1, 2021.

Passed on the Second Reading at the Regular City Council Meeting on Monday, March 1, 2021.

Daniel J. Terbrack
Mayor

Attest:

Victoria Mitchell
City Clerk

A PROCLAMATION
of the Council of the City of Berkley, Michigan
Proclaiming March 8th as International Women's Day
and Recognizing March 2021 as Women's History Month in the City of Berkley

- WHEREAS,** In 1911, International Women's Day was first honored in Austria, Denmark, Germany, and Switzerland when more than one million people attended rallies campaigning for women's rights and for an end to gender discrimination; and
- WHEREAS,** Women of every race, class, and ethnic background have made historic contributions to the growth and strength of our nation, state, and local communities in countless recorded and unrecorded ways; and
- WHEREAS,** Women have played and continue to play critical economic, cultural, and social roles in every sphere of life by constituting a significant portion of the working labor force, and historically providing a majority of the volunteer labor force; and
- WHEREAS,** Women are leaders, not only in securing their own rights of suffrage and equal opportunity, but also in every major civil rights movement in modern history; and
- WHEREAS,** Despite these contributions, the role of women in history has been consistently overlooked and undervalued, both in literature and in the history books; and
- WHEREAS,** International Women's Day is a day to celebrate the collective power of women, uphold women's achievements, recognize challenges, focus greater attention on women's rights and gender equality, encourage and mobilize all people to do their part to bring about positive change.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF BERKLEY HEREBY PROCLAIMS

- SECTION 1:** That March 8, 2021, shall be recognized and celebrated as International Women's Day in the City of Berkley.
- SECTION 2:** That the month of March 2021 shall be recognized and celebrated as Women's History Month in the City of Berkley.
- SECTION 3:** The City of Berkley urges the citizens, government agencies, public and private institutions, businesses, and schools in the City of Berkley to recommit to increasing our support and recognition of the contributions made by ***all*** women of our community.
- SECTION 4:** The Council of the City of Berkley encourages the citizens, government agencies, public and private institutions, businesses, and schools in the City of Berkley to #ChooseToChallenge gender stereotypes and bias, and to recommit to actively challenge all gender discrimination.

Proclaimed this 1st day of March 2021 at a Regular Meeting of the Berkley City Council.

Daniel J. Terbrack, Mayor

Attest:

Victoria Mitchell, City Clerk

A PROCLAMATION
of the Council of the City of Berkley, Michigan
Proclaiming March 2021 as Severe Weather Month

WHEREAS, Every year the state of Michigan experiences severe thunderstorms, heavy rainfall, and flooding which often result in disaster declarations due to widespread and severe damage; and

WHEREAS, Since 1950, 1,176 tornadoes have been reported in the state of Michigan, resulting in over \$1.1 Billion in property damage, over 3,000 direct injuries, and over 240 fatalities; and

WHEREAS, Severe weather, in the form of thunderstorms, windstorms, floods, and tornados, pose a significant threat to the health and safety of all Berkley residents; and

WHEREAS, Climate Change is increasing the frequency of severe weather incidences; and

WHEREAS, When residents know what to do before, during, and after severe weather events it saves countless lives.

NOW, THEREFORE, THE CITY OF BERKLEY HEREBY PROCLAIMS

SECTION 1: That March 2021 is hereby recognized as *Severe Weather Month* in the City of Berkley and urges all citizens, government agencies, public and private institutions, businesses, and schools to commit to learning and sharing proper safety and emergency procedures.

SECTION 2: That the City Council directs the City administration to actively share and communicate severe weather safety and preparedness materials provided by the Federal Emergency Management Agency through its social media and cable broadcasting channels.

Proclaimed this 1st day of March, 2021 at a Regular Meeting of the Berkley City Council.

Daniel J. Terbrack, Mayor

Attest:

Victoria Mitchell, City Clerk

March 1, 2021 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to receive and file the Berkley Public Library annual report for FY 2019-
20.

Ayes:

Nays:

Motion:



BERKLEY PUBLIC LIBRARY

Annual Report (FY 2019-20)

Total Circulation 136,610

Included in total:	
Downloads	27,191
Music CDs	3,048
DVDs	14,784
Books on CD	3,744

11,573
public computer
sessions

664
library cards issued

6,475
Berkley cardholders

2,647
likes on the library's
Facebook page

Library staff responded to
8,174
requests from the public

9 press releases → **24** library articles
in local media

75,323
visits to the library

37,804
items borrowed at Berkley by
consortium cardholders

11,115
items borrowed by Berkley
cardholders at consortium
libraries

Library Collection

Books	61,110
Audiobooks	3,164
DVDs / BluRays	8,071
Downloadable audiobooks	19,883
e-Books	43,686
Downloadable videos	852
Hoopla content	876,000
Downloadable magazines	3,810
Music CDs	2,897
Newspapers	8
Periodicals	97

187 programs
were attended by
4,425 people

13,678
items borrowed from
other shared system
libraries

12,587
items loaned to other
shared system libraries

Donations, Grants & Gifts Received

Community Foundation of Southeast Michigan	\$ 5,594
Friends of the Library	\$ 5,098
State Aid	\$ 6,057
Vibe Credit Union donation	\$ 1,000
Telecommunications (USF) grant	\$ 1,886
Memorial/gift books	\$ 1,390
Included in Memorial/gift books:	
Giving Tree donations	\$ 1,210

Berkley Public Library Annual Report Overview

	2015-16	2016-17	2017-18	2018-19	2019-20
Total Circulation	146,573	147,623	150,004	157,256	136,610
Download Circulation	13,290	13,537	15,885	19,625	27,191
Music CD Circulation	7,410	6,364	5,622	5,087	3,048
DVD Circulation	24,970	23,927	23,142	18,304	14,784
Book on CD Circulation	8,522	8,462	7,455	6,048	3,744
Likes on Facebook	1,139	1,450	1,817	2,230	2,647
Reference Requests	14,351	13,769	12,839	12,710	8,174
Press Releases	23	20	12	11	9
Articles in Media	71	40	48	65	24
Visits to the Library	114,164	118,263	116,217	111,901	75,323
Public Computer Sessions	31,264	19,763	16,906	16,108	11,573
Library Cards Issued	658	918	925	843	664
Berkley Cardholders	7,826	7,454	7,396	6,368	6,475
Programs	185	206	233	236	187
Program Attendance	4,260	5,507	5,942	5,959	4,425
Items Borrowed at Berkley by Consortium Cardholders	41,478	42,206	41,565	46,029	37,804
Cardholders at Consortium Libraries	19,038	17,687	19,745	19,471	11,115
Items Borrowed from Other Shared System Libraries	10,327	11,728	12,751	17,191	13,678
Items Loaned to Other Shared System Libraries	13,435	12,930	11,741	16,660	12,587

M-05-21

March 1, 2021 City 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 between the City of Berkley and the City of Lathrup Village. The City of Berkley will provide Lockup Services for the City of Lathrup Village for \$100 per prisoner. This Intergovernmental Agreement shall be for a term of three (3) years, beginning on the 1st day of May, 2021 and ending on the 30th day of April, 2024.

Ayes:

Nays:

Justification:

The Public Safety Director and City Manager recommend this purchase.



City of Berkley
Department of Public Safety



INTEROFFICE CORRESPONDENCE

DATE: February 2, 2021
TO: Matthew Baumgarten, City Manager
FROM: Matt Koehn, Director of Public Safety *MBK*
SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR LOCKUP SERVICES
BETWEEN CITY OF BERKLEY AND CITY OF LATHRUP VILLAGE

As you are aware, the Berkley Department of Public Safety has been providing lockup services for the Lathrup Village Police Department since 2018. The current intergovernmental agreement expires on April 30, 2021. This agreement continues to be mutually beneficial and both departments wish to continue this arrangement.

Other than the dates of the agreement, there are no other changes. LVPD will continue to pay \$100 for each prisoner lodged in the BDPS jail and will not be charged for prisoner who are processed and not lodged (in cases of court ordered fingerprints). This \$100 per prisoner fee more than covers the cost of BDPS for the lodging. BDPS will continue to invoice LVPD quarterly. The agreement is for three (3) years beginning May 1, 2021 through April 30, 2024.

City Attorney John Staran has reviewed this agreement. The City of Lathrup Village will approve the agreement at a future City Council Meeting.

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

**INTERGOVERNMENTAL AGREEMENT FOR LOCKUP SERVICES
BETWEEN
CITY OF BERKLEY
AND
CITY OF LATHRUP VILLAGE**

This Agreement ("Agreement") is entered into as of the date of the last signature below and is between the City of Berkley ("Berkley"), whose address is 3338 Coolidge Highway, Berkley, Michigan, 48072, and the City of Lathrup Village ("Lathrup Village"), whose address is 27400 Southfield Road, Lathrup Village, Michigan, 48076, for the purpose of having Berkley provide Lockup Services to Lathrup Village.

RECITALS:

- A. Berkley and Lathrup Village have each separately provided Lockup Services for the detainees of their respective police departments.
- B. Lathrup Village has concluded that it would be more cost effective to contract for Lockup Services with Berkley than to continue to separately provide Lockup Services for the detainees of its police departments.
- C. Berkley agrees to provide such Lockup Services under the terms and conditions of this Agreement.
- D. This Agreement is consistent with the charters of Berkley and Lathrup Village, 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. "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 subparagraph 3.a.
 - c. "Municipality" shall mean either the City of Berkley or the City of Lathrup Village, and when plural it shall mean both Berkley and Lathrup Village.
 - d. "Lathrup Village," "Lathrup Village City Council," and "Lathrup Village City Administrator" shall mean Lathrup Village, its Council, and its City Administrator, respectively.

2. Provision of Services. Berkley hereby agrees to provide the Lockup Services for Lathrup Village under the terms and conditions of this Agreement.
3. Level of Services. The Municipalities agree that the Lockup Services shall be provided to Lathrup Village as follows:
 - a. Lockup Services. 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;
 - vi. Taking and processing bonds from detained persons; and
 - vii. Providing other Lockup Services as agreed to by the Municipalities.
 - b. Acceptance and Searches of Detainees. In order for a subject arrested by Lathrup Village to be admitted to Berkley lockup, he or she first must be accepted by Berkley. When Lathrup Village desires to have a subject detained at Berkley's lockup, Lathrup Village 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. Lathrup Village 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. Lathrup Village 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 Lathrup Village prisoner is to be released (i.e. turned over to another agency, transported to county jail, or taken to another facility, etc.), a Lathrup Village officer shall respond and take responsibility for all prisoner property not transferred with the prisoner.
 - ii. Berkley agrees that should an emergency arise in Lathrup Village during prisoner processing, Berkley will take reasonable steps to provide personnel to assist Lathrup Village officer(s) with the processing of its detainee(s) so that Lathrup Village officer(s) may respond to Lathrup Village 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 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. Lathrup Village 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, Lathrup Village 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, Lathrup Village 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. Lathrup Village shall be responsible for transporting its detainees from Berkley's lockup to court, county jail, or other agencies or facilities as required.
- g. Blood Draws for OWI Arrests. Lathrup Village 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. Lathrup Village agrees to pay for all services related to blood draws for detainees housed in Berkley lockup under this Agreement.
- h. Bond. Lathrup Village agrees to process bond for all Lathrup Village detainees housed in Berkley lockup under this Agreement. Persons wishing to post bond for Lathrup Village prisoners shall be directed to contact Lathrup Village and make arrangements for Lathrup Village officers to process the bond. Proof of bond shall be presented prior to the release of a Lathrup Village prisoner.

- i. Use of Technology. When practical, and so as not to interfere with the security or the efficient operation of Berkley's lockup, Lathrup Village shall be allowed to utilize available technology located at Berkley lockup for video arraignments or other court appearances of its detainees under this Agreement.
4. Administrative and Financial Responsibility. Berkley's provision of Lockup Services to Lathrup Village shall be administered by Berkley as follows:

- a. 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 Lathrup Village personnel transporting subjects for lockup in Berkley shall adhere to Berkley's Department of Public Safety Rules and Regulations concerning lockup.
- b. Lathrup Village Input. If Lathrup Village Police Chief objects to a Rule or Regulation utilized in the provision of Lockup Services to Berkley, the Lathrup Village Police Chief or his designee shall submit Lathrup Village's objection in writing to the Berkley Director of Public Safety. The Berkley Director of Public Safety or his designee shall respond to same in writing within 72 hours, providing such facts and opinions which support his determination of the issue. In the event that the matter is not resolved to Lathrup Village's satisfaction, the Berkley City Manager and the Lathrup Village City Administrator shall meet to review the matter.

Lathrup Village 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. Lathrup Village is not responsible for the hiring, supervision, or training of jail personnel. Lathrup Village is not responsible for the jail building, its operation, or its design.

- c. Fee for Services. In consideration for Berkley's provision of Lockup Services as described herein, Lathrup Village shall pay Berkley in accordance with the following:
 - i. Operations. In consideration of the Lockup Services provided by Berkley, Lathrup Village agrees to pay to Berkley a fee of One Hundred Dollars (\$100) for each occasion a prisoner is processed and lodged, or lodged for appearance in court. A fee will not be charged for Lathrup Village prisoners who are processed in the Berkley lockup without being lodged.
 - ii. Improvements to Lathrup Village Equipment. Lathrup Village shall be responsible for additional equipment needed for its officers, vehicles, and police station for the efficient provision of the Lockup Services pursuant to this Agreement.
 - iii. Payment Terms. The fees owed under this Agreement shall be payable in quarterly installments, made on or before the first day of the quarter.

Interest at the rate of 1% per month shall be paid by Lathrup Village to Berkley for any amounts not received by Berkley by the payment due date. Berkley shall submit quarterly invoices to Lathrup Village in accordance with Berkley policy.

- d. Personnel. The Municipalities agree that no personnel are required to be transferred from Lathrup Village to Berkley to provide the Lockup Services called for in this Agreement.
 - e. 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.
5. 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 Lathrup Village to any interest of any kind in such assets or equipment; provided, however, that any assets or equipment purchased by Lathrup Village shall be returned to Lathrup Village in the event of termination of this Agreement.
 6. Term of Agreement. This Agreement shall be for a term of three (3) years, beginning on the 1st day of May, 2021 and ending on the 30th day of April, 2024.
 7. Insurance Coverage. Lathrup Village shall obtain and maintain in force during the term of this Agreement insurance coverage for general liability, 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. Lathrup Village shall add Berkley as an additional insured for these liabilities. Berkley shall add Lathrup Village as an additional insured under its policy for the services provided under this Agreement.
 8. Liability and Indemnification. To the fullest extent permitted by law, Lathrup Village 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 Lathrup Village'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 Lathrup Village 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.

9. 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.
10. Termination.
 - a. This Agreement may be terminated at any time for any reason, and with or without cause, by the written agreement of Berkley and Lathrup Village, approved by the concurrent resolutions of Berkley City Council and Lathrup Village City Council. Said agreement shall provide a period of at least 90 days before the termination becomes effective and Lockup Services are discontinued.
 - b. This Agreement may be terminated by Berkley if Lathrup Village fails to pay an 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 Lathrup Village 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 Lockup Services. Before Berkley gives notice of termination under this provision, it shall first notify Lathrup Village of its failure to timely pay the amount owed and allow a reasonable opportunity for Lathrup Village 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 Renewal Term, six (6) months' written notice shall be required before termination.
11. No Third Party Beneficiaries. The sole and exclusive purpose of this Agreement is to provide Lockup Services for Lathrup Village. 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.
12. Independent Contractor. Berkley shall provide the Lockup Services to Lathrup Village 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 Lockup Services. At no time shall any Berkley employee involved in providing services be considered or claimed be to an employee or agent of Lathrup Village, and Lathrup Village

shall not be deemed or allowed to control, supervise, or direct Berkley employees involved in providing Lockup Services.

13. Assignments. Berkley's obligations under this Agreement may not be assigned except with the approval of Lathrup Village.
14. Notices. Notices shall be to Berkley City Manager and Lathrup Village City Administrator of the respective Municipalities at the addresses on Page 1.
15. Amendments. Amendments of this Agreement shall be in writing, approved by concurrent resolutions of Berkley City Council and Lathrup Village 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 thereto.
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.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Berkley City Council and City of Lathrup Village 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.

CITY OF BERKLEY

By: _____
Name: Daniel Terbrack
Title: Mayor
Date: _____

By: _____
Name: Matthew Baumgarten
Title: City Manager
Date: _____

CITY OF LATHRUP VILLAGE

By: _____
Name: Kelly Garrett
Title: Mayor
Date: _____

By: _____
Name: Dr. Sheryl L. Mitchell
Title: City Administrator
Date: _____

**INTERGOVERNMENTAL AGREEMENT FOR LOCKUP SERVICES
BETWEEN
CITY OF BERKLEY
AND
CITY OF LATHRUP VILLAGE**

This Agreement (“Agreement”) is entered into as of the date of the last signature below and is between the City of Berkley (“Berkley”), whose address is 3338 Coolidge Highway, Berkley, Michigan, 48072, and the City of Lathrup Village (“Lathrup Village”), whose address is 27400 Southfield Road, Lathrup Village, Michigan, 48076, for the purpose of having Berkley provide Lockup Services to Lathrup Village.

RECITALS:

- A. Berkley and Lathrup Village have each separately provided Lockup Services for the detainees of their respective police departments.
- B. Lathrup Village has concluded that it would be more cost effective to contract for Lockup Services with Berkley than to continue to separately provide Lockup Services for the detainees of its police departments.
- C. Berkley agrees to provide such Lockup Services under the terms and conditions of this Agreement.
- D. This Agreement is consistent with the charters of Berkley and Lathrup Village, 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.
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 - v. Upon request, the provision of equipment and personnel necessary for video arraignment;
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- h. Bond. Lathrup Village agrees to process bond for all Lathrup Village detainees housed in Berkley lockup under this Agreement. Persons wishing to post bond for Lathrup Village prisoners shall be directed to contact Lathrup Village and make arrangements for Lathrup Village officers to process the bond. Proof of bond shall be presented prior to the release of a Lathrup Village prisoner.

- i. Use of Technology. When practical, and so as not to interfere with the security or the efficient operation of Berkley's lockup, Lathrup Village shall be allowed to utilize available technology located at Berkley lockup for video arraignments or other court appearances of its detainees under this Agreement.
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- b. Lathrup Village Input. If Lathrup Village Police Chief objects to a Rule or Regulation utilized in the provision of Lockup Services to Berkley, the Lathrup Village Police Chief or his designee shall submit Lathrup Village's objection in writing to the Berkley Director of Public Safety. The Berkley Director of Public Safety or his designee shall respond to same in writing within 72 hours, providing such facts and opinions which support his determination of the issue. In the event that the matter is not resolved to Lathrup Village's satisfaction, the Berkley City Manager and the Lathrup Village City Administrator shall meet to review the matter.

Lathrup Village 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. Lathrup Village is not responsible for the hiring, supervision, or training of jail personnel. Lathrup Village is not responsible for the jail building, its operation, or its design.

- c. Fee for Services. In consideration for Berkley's provision of Lockup Services as described herein, Lathrup Village shall pay Berkley in accordance with the following:
 - i. Operations. In consideration of the Lockup Services provided by Berkley, Lathrup Village agrees to pay to Berkley a fee of One Hundred Dollars (\$100) for each occasion a prisoner is processed and lodged, or lodged for appearance in court. A fee will not be charged for Lathrup Village prisoners who are processed in the Berkley lockup without being lodged.
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Interest at the rate of 1% per month shall be paid by Lathrup Village to Berkley for any amounts not received by Berkley by the payment due date. Berkley shall submit quarterly invoices to Lathrup Village in accordance with Berkley policy.

- d. Personnel. The Municipalities agree that no personnel are required to be transferred from Lathrup Village to Berkley to provide the Lockup Services called for in this Agreement.
 - e. 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.
5. 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 Lathrup Village to any interest of any kind in such assets or equipment; provided, however, that any assets or equipment purchased by Lathrup Village shall be returned to Lathrup Village in the event of termination of this Agreement.
 6. Term of Agreement. This Agreement shall be for a term of three (3) years, beginning on the 1st day of May, 2021 and ending on the 30th day of April, 2024.
 7. Insurance Coverage. Lathrup Village shall obtain and maintain in force during the term of this Agreement insurance coverage for general liability, 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. Lathrup Village shall add Berkley as an additional insured for these liabilities. Berkley shall add Lathrup Village as an additional insured under its policy for the services provided under this Agreement.
 8. Liability and Indemnification. To the fullest extent permitted by law, Lathrup Village 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 Lathrup Village'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 Lathrup Village 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.

9. 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.
10. Termination.
- a. This Agreement may be terminated at any time for any reason, and with or without cause, by the written agreement of Berkley and Lathrup Village, approved by the concurrent resolutions of Berkley City Council and Lathrup Village City Council. Said agreement shall provide a period of at least 90 days before the termination becomes effective and Lockup Services are discontinued.
 - b. This Agreement may be terminated by Berkley if Lathrup Village fails to pay an 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 Lathrup Village 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 Lockup Services. Before Berkley gives notice of termination under this provision, it shall first notify Lathrup Village of its failure to timely pay the amount owed and allow a reasonable opportunity for Lathrup Village 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 Renewal Term, six (6) months' written notice shall be required before termination.
11. No Third Party Beneficiaries. The sole and exclusive purpose of this Agreement is to provide Lockup Services for Lathrup Village. 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.
12. Independent Contractor. Berkley shall provide the Lockup Services to Lathrup Village 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 Lockup Services. At no time shall any Berkley employee involved in providing services be considered or claimed be to an employee or agent of Lathrup Village, and Lathrup Village

shall not be deemed or allowed to control, supervise, or direct Berkley employees involved in providing Lockup Services.

13. Assignments. Berkley's obligations under this Agreement may not be assigned except with the approval of Lathrup Village.
14. Notices. Notices shall be to Berkley City Manager and Lathrup Village City Administrator of the respective Municipalities at the addresses on Page 1.
15. Amendments. Amendments of this Agreement shall be in writing, approved by concurrent resolutions of Berkley City Council and Lathrup Village 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 thereto.
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.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Berkley City Council and City of Lathrup Village 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.

CITY OF BERKLEY

By: _____
Name: Daniel Terbrack
Title: Mayor
Date: _____

By: _____
Name: Matthew Baumgarten
Title: City Manager
Date: _____

CITY OF LATHRUP VILLAGE

By: _____
Name: Kelly Garrett
Title: Mayor
Date: _____

By: _____
Name: Dr. Sheryl L. Mitchell
Title: City Administrator
Date: _____

March 1, 2021 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to authorize Hubbell, Roth & Clark (HRC) for Proposal for Professional Engineering Services for the Public Safety Main Entrance Improvement Project a cost not to exceed \$22,667.75 from the Building Improvements Account # 101-310-976-000.

Ayes:

Nays:

Motion:



City of Berkley
Department of Public Safety



INTEROFFICE CORRESPONDENCE

DATE: February 2, 2021
TO: Matthew Baumgarten, City Manager
FROM: Matt Koehn, Director of Public Safety *MJK*
SUBJECT: Professional Engineering Services for the Public Safety Main Entrance Improvement Project

As you are aware, one of the projects slated for Community Development Block Grant (CDBG) funds is the improvement of the BDPS building to make it Americans with Disabilities (ADA) compliant. This will include:

- Modification to the sidewalk outside of the lobby entrance
- Moving the vestibule from inside to lobby to the outside of the lobby, (including restoration of the area where the vestibule is currently located)
- Adding automatic opening doors
- Lowering the counter at the records window

The construction phase of this project includes the professional engineering services by Hubbell, Roth, and Clark, INC. (HRC) including:

- Contract Administration & Pay Applications
- Meetings (City Council, Pre-Con, Progress & Closeout)
- Construction Engineering & Contractor Submittal Reviews
- Construction Observation - Spot Checks
- Material Testing
- As-Builts and Incorporation into GIS Data Base

The cost for the professional engineering services portion of this project is \$22,667.75. Funds will be allocated in the Building Improvements Account # 101-310-976-000 for this purpose.

The Department requests to authorize Hubbell, Roth & Clark (HRC) for professional engineering services not to exceed \$22,667.75 from the Building Improvements Account # 101-310-976-000.

August 03, 2020

City of Berkley – Department of Public Safety
2395 Twelve Mile Road
Berkley, Michigan 48072

Attn: Mr. Matt Koehn, Director, Public Safety Department

Re: Recommendation for Award and Bid Tabulation
Public Safety Building Main Entrance Improvement Project

HRC Job No. 20200410

Dear Mr. Koehn:

We have reviewed the bids that were received electronically by the City on Wednesday, October 28, 2020 and forwarded to our office on the same day for the Public Safety Building Main Entrance Improvement Project and have found them to be in order. There were four (4) bids received, One was an incomplete bid and was not included in the bid tab. The low bidder was Kasco Construction of Royal Oak, 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.

Kasco Construction Bid Summary:

1. Site Excavation, Prep, Grading and Restoration	\$10,000.00
2. Demolition and Disposal	\$13,250.00
3. Concrete	\$9,950.00
4. Masonry & Repointing	\$8,375.00
5. Structural Steel	\$8,600.00
6. Temporary Shoring for Steel	\$13,000.00
7. Ceilings and Insulation	\$6,990.00
8. Records Counter Work	\$1,366.00
9. Flooring Work	\$3,200.00
10. Doors, Frames & Door Hardware	\$27,400.00
11. Painting	\$1,080.00
12. Fire Suppression	\$4,445.00
13. Mechanical	\$12,000.00
14. Electrical	\$12,026.00
15. Miscellaneous: Sealant, Signage, Etc.	\$1,800.00
16. General Conditions, Overhead & Profit	\$55,518.00
TOTAL LOW BID AMOUNT	\$189,000.00

The low bidder has submitted several satisfactory references for similar projects completed. 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 personnel have worked on several satisfactory projects with the low bidder in other communities.

Based on the above, this office recommends award of the Contract to Kasco Construction, Inc. of Royal Oak,

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
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Michigan with a total bid of \$ **\$189,000.00**, 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 (**\$18,900**) be added to the low bid amount. In addition, HRC proposes a not-to-exceed Construction Engineering budget of **\$22,667.75** also be adopted. A breakdown of the construction engineering costs are attached to this letter.

Based on the above, HRC recommends the City approve the total project construction budget for the Public Safety Building Main Entrance Improvement Project of **\$230,567.75** (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



Adrianna M. Melchior, AIA, LEED AP BD+C
Associate

DES/des

Attachment: Bid Tabulation
HRC CE Services Breakdown

pc: City of Berkley; Corey Miller
HRC; D. Sherman, File

BID TABULATION
PUBLIC SAFETY MAIN ENTRANCE IMPROVEMENT PROJECT
CITY OF BERKLEY
OAKLAND COUNTY, MICHIGAN

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

Kasco
226 E Hudson
Royal Oak, MI 48067
248-520-4434

LaSalle Group Inc.
30375 Northwestern Hwy.
Farmington Hills, MI 48334
(734) 394-0630

NRC Builders
37860 Hills Tech Drive
Farmington Hills, MI 48331
(248) 345-4608

Engineer's Estimate of Probable Project Cost

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division I									
1. Site excavation, Prep, Grading and Restoration	1 LS	\$ 9,275.00	\$ 9,275.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00
2. Demolition and Disposal	1 LS	\$ 15,575.00	\$ 15,575.00	\$ 13,250.00	\$ 13,250.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
3. Concrete	1 LS	\$ 13,085.00	\$ 13,085.00	\$ 9,950.00	\$ 9,950.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
4. Masonry & Repointing	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 8,375.00	\$ 8,375.00	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00
5. Structural Steel	1 LS	\$ 8,000.00	\$ 8,000.00	\$ 8,600.00	\$ 8,600.00	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00
6. Temporary Shoring for Steel	1 LS	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ 40,000.00	\$ 40,000.00	see demo	\$ -
7. Ceilings and Insulation	1 LS	\$ 5,750.00	\$ 5,750.00	\$ 6,990.00	\$ 6,990.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00
8. Records Counter work	1 LS	\$ 4,260.00	\$ 4,260.00	\$ 1,366.00	\$ 1,366.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00
9. Flooring Work	1 LS	\$ 4,900.00	\$ 4,900.00	\$ 3,200.00	\$ 3,200.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00
10. Doors, Frames & Door Hardware	1 LS	\$ 36,000.00	\$ 36,000.00	\$ 27,400.00	\$ 27,400.00	\$ 70,000.00	\$ 70,000.00	\$ 39,000.00	\$ 39,000.00
11. Painting	1 LS	\$ 1,800.00	\$ 1,800.00	\$ 1,080.00	\$ 1,080.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
12. Fire Suppression	1 LS	\$ 2,400.00	\$ 2,400.00	\$ 4,445.00	\$ 4,445.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
13. Mechanical	1 LS	\$ 6,460.00	\$ 6,460.00	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00
14. Electrical	1 LS	\$ 4,650.00	\$ 4,650.00	\$ 12,026.00	\$ 12,026.00	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00
15. Miscellaneous: Sealant, Signage, Etc.	1 LS	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00
16. General Conditions, Overhead & Profit	1 LS	\$ 44,680.00	\$ 44,680.00	\$ 55,518.00	\$ 55,518.00	\$ 52,800.00	\$ 52,800.00	\$ 67,000.00	\$ 67,000.00
Division I Subtotal			\$ 172,835.00		\$ 189,000.00		\$ 290,000.00 *		\$ 264,000.00
						Confirmed Bid	\$ 300,000.00		

*Price corrected by Engineer, Confirmed Total Amount of Bid is \$300,000 as stated on their proposal

ADDITIONAL BIDDERS NOT INCLUDED IN BID TAB:

H&H Glass & Metal Inc \$ 73,481.00 *Incomplete Bid

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



2021 HRC Fee Breakdown

JOB NUMBER: 20200410

PROJECT NAME: Public Safety Building Main Entrance Improvement Project - CE Services

PRINCIPAL: R. ALIX

ASSOCIATE: A. Wechtlor

DATE: November 5, 2020

HRC STAFF POSITION																				
TASK NO.	TASK	Vice President		Chief Observation/Testing Manager		Associate/Dept. Mgr		Project Manager		Staff Engineer - Electrical		Graduate Engineer/Architect I		Construction Observer Supervisor		Testing Tech/Coordinator		TOTAL		
		RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	FEE
1A	Contract Administration & Pay Applications	\$288.70	2																	
1B	Meetings (City Council, Pre-Con, Progress & Closeout)	\$597.40	4			\$541.24	4	\$815.45	6	\$415.79	2	\$271.82							18	\$2,343.00
2A	Construction Engineering & Contractor Submittal Reviews					\$270.62	2	\$543.63	4	\$831.58	8	\$2,174.54							32	\$4,143.87
2B	Construction Observation - Spot Checks											\$8,154.51	60						60	\$8,154.51
3	Construction Layout / Staking																			
4	Material Testing																		28	\$2,251.90
5	As-Builts and Incorporation into GIS Data Base					\$270.62	2	\$543.63	4	\$207.90	2	\$271.82							10	\$1,293.97
SUBTOTAL Construction Engineering		\$896.10	6	\$646.98	4	\$1,623.73	12	\$4,077.26	30	\$2,078.95	20	\$11,416.31	84	\$240.15	2	\$1,688.25	24	\$1,688.25	182	\$22,667.75

March 1, 2021 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to authorize Kasco, 226 E. Hudson, Royal Oak, MI 48067, the lowest qualified bidder, for professional services for entrance and lobby construction of the Berkley Department of Public Safety Building at a cost not to exceed \$207,900 from the Building Improvements Account # 101-310-976-000.

Ayes:

Nays:

Motion:



City of Berkley
Department of Public Safety



INTEROFFICE CORRESPONDENCE

DATE: February 2, 2021
TO: Matthew Baumgarten, City Manager
FROM: Matt Koehn, Director of Public Safety *MSK*
SUBJECT: Proposal for Construction Services for the Public Safety Main Entrance Improvement Project

As you are aware, one of the projects slated for Community Development Block Grant (CDBG) funds is the improvement of the BDPS building to make it Americans with Disabilities (ADA) compliant. This will include:

- Modification to the sidewalk outside of the lobby entrance
- Moving the vestibule from inside to lobby to the outside of the lobby, (including restoration of the area where the vestibule is currently located)
- Adding automatic opening doors
- Lowering the counter at the records window

HRC conducted initial engineering of the project and prepared the attached specifications. The DPS solicited bids on BidNet Direct for this project and three complete proposals were received:

Kasco	\$189,000
NRC Builders	\$264,000
LaSalle Construction Services	\$300,000

Based on evaluation of the proposals received, the Department of Public Safety and HRC recommends the project be awarded to Kasco (see attached HRC recommendation). HRC also recommends a 10% construction contingency (\$18,900), making the total project not to exceed \$207,900. Although it is past the 60-day bid guarantee, Kasco has agreed to honor their original bid for this project.

The Department requests to authorize Kasco, 226 E. Hudson, Royal Oak, MI 48067, the lowest qualified bidder, for professional services for entrance and lobby construction of the Berkley Department of Public Safety Building at a cost not to exceed \$207,900 from the Building Improvements Account # 101-310-976-000.

CITY OF BERKLEY

**“Berkley Public Safety Main Entrance Improvement Project”
For the Office of Public Safety**

Bid Opening: Wednesday, October 28, 2020 @ 3 PM

<u>Business Name</u>	<u>Address</u>	<u>Bid (Base Services)</u>	<u>References/ Non-Collusive Affidavit/Non- Discrimination Affidavit/Legal Status of Bidder</u>	<u>Conflict of Interest/ Hold Harmless/Bid Bond/Iran Affidavit</u>
H&H Glass & Metal Inc.	13780 Nelson Detroit, MI 48227	\$73,481.00	Y/Y/Y/Y	Y/Y/N/Y
LaSalle Construction Services	30375 Northwestern Hwy. Farmington Hills, MI 48334	\$300,000.00	Y/Y/Y/Y	Y/Y/Y/Y
NRC Builders	37800 Hills Tech Dr. Farmington Hills, MI 48333	\$264,000.00	Y/Y/Y/Y	Y/Y/Y/Y
Kasco	226 E. Hudson Royal Oak, MI 48067	189,000.00	Y/Y/Y/Y	Y/Y/Y/Y

August 03, 2020

City of Berkley – Department of Public Safety
2395 Twelve Mile Road
Berkley, Michigan 48072

Attn: Mr. Matt Koehn, Director, Public Safety Department

Re: Recommendation for Award and Bid Tabulation
Public Safety Building Main Entrance Improvement Project

HRC Job No. 20200410

Dear Mr. Koehn:

We have reviewed the bids that were received electronically by the City on Wednesday, October 28, 2020 and forwarded to our office on the same day for the Public Safety Building Main Entrance Improvement Project and have found them to be in order. There were four (4) bids received, One was an incomplete bid and was not included in the bid tab. The low bidder was Kasco Construction of Royal Oak, 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.

Kasco Construction Bid Summary:

1. Site Excavation, Prep, Grading and Restoration	\$10,000.00
2. Demolition and Disposal	\$13,250.00
3. Concrete	\$9,950.00
4. Masonry & Repointing	\$8,375.00
5. Structural Steel	\$8,600.00
6. Temporary Shoring for Steel	\$13,000.00
7. Ceilings and Insulation	\$6,990.00
8. Records Counter Work	\$1,366.00
9. Flooring Work	\$3,200.00
10. Doors, Frames & Door Hardware	\$27,400.00
11. Painting	\$1,080.00
12. Fire Suppression	\$4,445.00
13. Mechanical	\$12,000.00
14. Electrical	\$12,026.00
15. Miscellaneous: Sealant, Signage, Etc.	\$1,800.00
16. General Conditions, Overhead & Profit	\$55,518.00
TOTAL LOW BID AMOUNT	\$189,000.00

The low bidder has submitted several satisfactory references for similar projects completed. 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 personnel have worked on several satisfactory projects with the low bidder in other communities.

Based on the above, this office recommends award of the Contract to Kasco Construction, Inc. of Royal Oak,

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

Michigan with a total bid of \$ **\$189,000.00**, 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 (**\$18,900**) be added to the low bid amount. In addition, HRC proposes a not-to-exceed Construction Engineering budget of **\$22,667.75** also be adopted. A breakdown of the construction engineering costs are attached to this letter.

Based on the above, HRC recommends the City approve the total project construction budget for the Public Safety Building Main Entrance Improvement Project of **\$230,567.75** (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



Adrianna M. Melchior, AIA, LEED AP BD+C
Associate

DES/des
Attachment: Bid Tabulation
HRC CE Services Breakdown

pc: City of Berkley; Corey Miller
HRC; D. Sherman, File

BID TABULATION
 PUBLIC SAFETY MAIN ENTRANCE IMPROVEMENT PROJECT
 CITY OF BERKLEY
 OAKLAND COUNTY, MICHIGAN

Bids Due: 10/28/2020
 HRC Job No. 20200410

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

Kasco
 226 E Hudson
 Royal Oak, MI 48067
 248-520-4434

LaSalle Group Inc.
 30375 Northwestern Hwy.
 Farmington Hills, MI 48334
 (734) 394-0650

NRC Builders
 37800 Hills Tech Drive
 Farmington Hills, MI 48331
 (248) 345-4608

Engineer's Estimate of Probable Project Cost

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division I									
1. Site excavation, Prep, Grading and Restoration	1 LS	\$ 9,275.00	\$ 9,275.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00
2. Demolition and Disposal	1 LS	\$ 15,575.00	\$ 15,575.00	\$ 13,250.00	\$ 13,250.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
3. Concrete	1 LS	\$ 13,085.00	\$ 13,085.00	\$ 9,950.00	\$ 9,950.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
4. Masonry & Repointing	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 8,375.00	\$ 8,375.00	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00
5. Structural Steel	1 LS	\$ 8,000.00	\$ 8,000.00	\$ 8,600.00	\$ 8,600.00	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00
6. Temporary Shoring for Steel	1 LS	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ 40,000.00	\$ 40,000.00	see demo	\$ -
7. Ceilings and Insulation	1 LS	\$ 5,750.00	\$ 5,750.00	\$ 6,990.00	\$ 6,990.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00
8. Records Counter work	1 LS	\$ 4,260.00	\$ 4,260.00	\$ 1,366.00	\$ 1,366.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00
9. Flooring Work	1 LS	\$ 4,900.00	\$ 4,900.00	\$ 3,200.00	\$ 3,200.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00
10. Doors, Frames & Door Hardware	1 LS	\$ 36,000.00	\$ 36,000.00	\$ 27,400.00	\$ 27,400.00	\$ 70,000.00	\$ 70,000.00	\$ 39,000.00	\$ 39,000.00
11. Painting	1 LS	\$ 1,800.00	\$ 1,800.00	\$ 1,080.00	\$ 1,080.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
12. Fire Suppression	1 LS	\$ 2,400.00	\$ 2,400.00	\$ 4,445.00	\$ 4,445.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
13. Mechanical	1 LS	\$ 6,460.00	\$ 6,460.00	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00
14. Electrical	1 LS	\$ 4,650.00	\$ 4,650.00	\$ 12,026.00	\$ 12,026.00	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00
15. Miscellaneous: Sealant, Signage, Etc.	1 LS	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00
16. General Conditions, Overhead & Profit	1 LS	\$ 44,680.00	\$ 44,680.00	\$ 55,518.00	\$ 55,518.00	\$ 52,800.00	\$ 52,800.00	\$ 67,000.00	\$ 67,000.00
Division I Subtotal			\$ 172,835.00		\$ 189,000.00		\$ 290,000.00 *		\$ 264,000.00
				<i>Confirmed Bid</i>					

*Price corrected by Engineer, Confirmed Total Amount of Bid is \$300,000 as stated on their proposal

ADDITIONAL BIDDERS NOT INCLUDED IN BID TAB:

H&H Glass & Metal Inc \$ 73,481.00 *Incomplete Bid

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



2021 HRC Fee Breakdown

JOB NUMBER: 20200410

PROJECT NAME Public Safety Building Main Entrance Improvement Project - CE Services

PRINCIPAL R. ALIX

ASSOCIATE A. Melchior

DATE November 5, 2020

		HRC STAFF POSITION																		TOTAL	
TASK NO.	TASK	Vice President		Chief Observation/Testing Manager		Associate/Dept. Mgr		Project Manager		Staff Engineer - Electrical		Graduate Engineer/Architect I		Construction Observer Supervisor		Testing Tech/Coordinator		HRS	FEE		
		RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS	RATE	HRS				
		148.35		161.75		135.31		135.91		105.95		135.91		120.08		70.34					
1A	Contract Administration & Pay Applications		2				4		\$815.45		\$415.79		2					18		\$2,343.00	
1B	Meetings (City Council, Pre-Con, Progress & Closeout)		4				4		\$2,174.54		\$623.89		4					34		\$4,480.60	
2A	Construction Engineering & Contractor Submittal Reviews				2				\$543.63		\$831.58		16					32		\$4,143.87	
2B	Construction Observation - Spot Checks											60						60		\$8,154.51	
3	Construction Layout / Staking																				
4	Material Testing				2										2			28		\$2,251.90	
5	As-Builts and Incorporation into GIS Data Base						2		\$543.63		\$207.90		2					10		\$1,293.97	
	SUBTOTAL Construction Engineering		6		4		12		\$4,077.26		\$2,078.95		84		2			182		\$22,667.75	

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CITY OF BERKLEY
PUBLIC SAFETY MAIN ENTRANCE
IMPROVEMENT PROJECT

PROPOSAL
00300 / 1

PROPOSAL
FOR
PUBLIC SAFETY MAIN ENTRANCE IMPROVEMENT PROJECT
CITY OF BERKLEY
OAKLAND COUNTY, MICHIGAN

City of Berkley
3338 Coolidge Highway
Berkley, Michigan 48072

(Electronic) Bids Due: Wednesday, October 28, 2020
On or Before: 3:00 pm, Local Time, clerk@berkleymich.net
HRC Job No. 20200410

To Prospective Bidders:

Name of Bidder: Kasco

Address: 226 E Hudson Royal Oak Mi. 48067

Date: 10.28.2020 Telephone: 248-520-4434 Fax: 248-546-1276

State or federal funds are being used to assist in construction and relevant State or federal requirements will apply.

CONTRACTOR IS TO COMPLY WITH ALL REQUIREMENTS OF 1976 PA 453 (ELLIOTT-LARSEN CIVIL RIGHTS ACT) AND 1976 PA 220 (PERSONS WITH DISABILITIES CIVIL RIGHTS ACT), AS AMENDED. IN ACCORDANCE WITH THESE LAWS: THE CONTRACTOR AND ANY SUBCONTRACTORS NOT TO DISCRIMINATE AGAINST AN EMPLOYEE OR APPLICANT FOR EMPLOYMENT WITH RESPECT TO HIRE, TENURE, TERMS, CONDITIONS, OR PRIVILEGES OF EMPLOYMENT, OR A MATTER DIRECTLY OR INDIRECTLY RELATED TO EMPLOYMENT, BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, AGE, SEX, HEIGHT, WEIGHT, MARITAL STATUS OR A DISABILITY THAT IS UNRELATED TO THE INDIVIDUAL'S ABILITY TO PERFORM THE DUTIES OF A PARTICULAR JOB OR POSITION. A BREACH OF THIS COVENANT WILL BE REGARDED AS A MATERIAL BREACH OF THE CONTRACT AND OF YOUR PROJECT AGREEMENT.

The above, as Bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that the Drawings, Specifications, and all other information referenced in the Instructions to Bidders have been examined. Further, the Bidder is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The Bidder acknowledges that no representations or warranties of any nature whatsoever have been received, or are relied upon from the City, its agents or employees, as to any conditions to be encountered in accomplishing the work and that the bid is based solely upon the Bidder's own independent judgment.

The above, as Bidder, hereby certifies that the Drawings, Specifications, and other data provided by the Owner for bidding purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions which can be anticipated from the information provided for bidding.

The Bidder hereby affirms that the site of work has been inspected and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions

Hubbell, Roth & Clark, Inc.
Job 20200410

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CITY OF BERKLEY
PUBLIC SAFETY MAIN ENTRANCE
IMPROVEMENT PROJECT

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which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Bidder's sequence of construction, construction methods, or other conditions the Contractor/Bidder may create, at no additional cost to the Owner.

The above, as Bidder, confirms knowledge of the location of the proposed Oxford-Merchant Park Improvement Project and appurtenant construction in the City of Berkley, Oakland County, Michigan, and the conditions under which it must be constructed; and also declares to have carefully examined the Drawings, Specifications, and Contract Documents which the Bidder understands and accepts as sufficient for the purpose of constructing said Oxford-Merchant Park Improvement Project, and appurtenant work, and agrees to contract with the City of Berkley to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the City of Berkley, in strict accordance with the Owner's General Conditions, and with the full intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in full payment therefore the sum of the following:

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Site Excavation, Prep, Grading and Restoration	1 LS	@ Lump Sum	= \$ 10,000.00
2. Demolition and Disposal	1 LS	@ Lump Sum	= \$ 13,250.00
3. Concrete	1 LS	@ Lump Sum	= \$ 9,950.00
4. Masonry & Repointing	1 LS	@ Lump Sum	= \$ 8,375.00
5. Structural Steel	1 LS	@ Lump Sum	= \$ 8,600.00
6. Temporary Shoring for Steel	1 LS	@ Lump Sum	= \$ 13,000.00
7. Ceilings and Insulation	1 LS	@ Lump Sum	= \$ 6,990.00
8. Records Counter work	1 LS	@ Lump Sum	= \$ 1,366.00
9. Flooring Work	1 LS	@ Lump Sum	= \$ 3,200.00
10. Doors, Frames & Door Hardware	1 LS	@ Lump Sum	= \$ 27,400.00
11. Painting	1 LS	@ Lump Sum	= \$ 1,080.00
12. Fire Suppression	1 LS	@ Lump Sum	= \$ 4,445.00
13. Mechanical	1 LS	@ Lump Sum	= \$ 12,000.00
14. Electrical	1 LS	@ Lump Sum	= \$ 12,026.00
15. Miscellaneous: Sealant, Signage, Etc.	1 LS	@ Lump Sum	= \$ 1,800.00
16. General Conditions, Overhead & Profit	1 LS	@ Lump Sum	= \$ 55,518.00
TOTAL AMOUNT OF BID			\$ 189,000.00

ALTERNATES

Voluntary Alternates proposed by the Bidder will not be considered. The Bidder shall submit his bid based on the information shown on the Drawings and Specifications. Alternates listed below are for the

CITY OF BERKLEY
PUBLIC SAFETY MAIN ENTRANCE
IMPROVEMENT PROJECT

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Owner's convenience and shall be priced as indicate by the work description. All alternates shall be clearly marked whether they represent an add or deduct to the Base Bid price quoted herein.

No Alternates are proposed.

OWNERS RIGHTS

The Owner reserves the right to award the work depending upon the availability of funds. Further, the Owner reserves the right to award any, all, or none of the Alternates indicated herein. If the project is awarded, it will be to the low responsive, responsible bidder for the total bid and/or Alternates that are awarded. ALL LINE ITEMS MUST BE QUOTED IN ORDER FOR THE OVERALL BID TO BE CONSIDERED RESPONSIVE.

The Owner reserves the right to add or delete quantities from the Contract and adjustments will be subject to the availability of funds at the time of bid letting. Deletion of quantities and/or items shall not be grounds for the low qualified bidder to adjust unit prices for the project that the Owner intends to execute as a Contract, nor shall the Contractor be entitled to compensation from unrealized profits resulting from the deletion of quantities.

The Owner, at his sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

The Bidder is advised that in order to submit a bid on this project, the Bidder must download and complete the Proposal Form (Section 00300) and include the required Municipal references and a scanned copy of their bid deposit (in the form of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the City of Berkley in the amount of Five Percent (5%) of the amount of the Proposal) with their electronic bid submission. The original bid deposit for the low bidder will be required to be submitted to the City following the bid letting.

TAXES

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

ADDENDA

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Hubbell, Roth & Clark, Inc.
Job 20200410

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CITY OF BERKLEY
PUBLIC SAFETY MAIN ENTRANCE
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Addendum No.	<u>1</u>	Dated	<u>10.5.2020</u>
Addendum No.	<u>2</u>	Dated	<u>10.21.2020</u>
Addendum No.	<u>3</u>	Dated	<u>10.22.2020</u>
Addendum No.	_____	Dated	_____

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

CONSTRUCTION PERIOD

The lobby of the Public Safety building is the main entrance to the building, as such it is desired to have the lobby closed for construction for as short a time period as possible. The lobby is to be closed for a period of no more than 60 days to accomplish this project. ADA accessibility must be maintained when the lobby is open to the public.

It is encouraged for the Contractor to submit shop drawings and procure all materials prior to closing the lobby to ensure the most expeditious construction period possible. It is anticipated to award this project in November 2020, thereby allowing ample time for the material procurement process.

TIME OF COMPLETION

If awarded the Contract for the Public Safety Main Entrance Improvement Project, we agree to have all work substantially completed by Tuesday, June 15, 2021. Lobby must be open to the Public to be considered substantially complete.

Further, we agree to have all work on the project completed by Wednesday, June 30, 2021, including clean-up, punch-list items, final grading, and restoration of the disturbed areas.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

The execution of all work and specific constraints as described in the contract drawings and specifications herein must be strictly adhered to.

Important: A tentative construction schedule is to be included with this proposal for Owner consideration.

LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the City of Berkley. The Bidder guarantees that the work will be completed within the time limit stated herein before or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of Five Hundred Dollars (\$500.00), for each and every

CITY OF BERKLEY
PUBLIC SAFETY MAIN ENTRANCE
IMPROVEMENT PROJECT

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calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion date. Specifically, liquidated damages will be assessed daily beginning Thursday, July 1, 2021, until such a time that final completion is achieved.

QUALIFICATIONS/MUNICIPAL PROJECTS/REFERENCES

The City of Berkley requires the Bidder, as the Prime Contractor, to include three (3) municipal references for projects similar to the Public Safety Main Entrance Improvement Project, including concrete work, interior renovations, specialty structural shoring, and CDBG construction experience, as follows. The references will be checked prior to the award of the contract.

Project No. 1: Name of Project and Description: Eastern Michigan University
Lyman Street Expansion

Project Completion Date: 11/03/2018 Contract Amount: \$2,271,801.00
Name: Tony Duty Address: 900 Oakwood St, Ypsilanti 48197
Telephone: 734-487-3539 Firm: Wade Trim

Project No. 2: Name of Project and Description: University of Michigan
Mott Children's Hospital Pharmacy 797 & 800 Updates

Project Completion Date: 04/17/2020 Contract Amount: \$1,443,191.00
Name: Steven Fisher Address: 1540 E Hospital Dr. Ann Arbor 48109
Telephone: 734-764-3414 Firm: U of M - AEC Office of Architecture

Project No. 3: Name of Project and Description: Oakland University
Athletics Entry and Hallway Improvements

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PUBLIC SAFETY MAIN ENTRANCE
IMPROVEMENT PROJECT

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Project Completion Date: 10/16/2020

Contract Amount: \$64,685.00

Name: Maria Michalowski

Address: 318 Meadow Brook Road, Rochester 48309

Telephone: 248-370-2660

Firm: Oakland University

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PUBLIC SAFETY MAIN ENTRANCE
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BIDS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than 60 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of their bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the City of Berkley.

If the undersigned enters into the contract in accordance with their proposal, or if their proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: Kasco

Signature:  Title: EVP

Address: 226 E. Hudson Royal Oak Mi 48067

County: Oakland State: Mi.

Telephone No.: 248-789-8250 Fax No.: 248-546-1276

Email Address: mikee@kascoinc.com

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LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) Kasco Construction

The undersigned hereby designates below the business address to which all notices, directions or other communications may be served or mailed:

Street 226 E. Hudson

City Royal Oak

State Mi. Zip Code 48067

The undersigned hereby declares the legal status checked below:

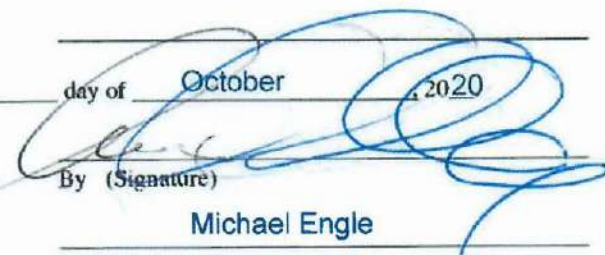
- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP
The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF Mi.
_____. The Corporation is
- LICENSED TO DO BUSINESS IN MICHIGAN
- NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of Mi.

NAME AND TITLE	HOME ADDRESS
<u>Michael Engle EVP</u>	_____
_____	_____
_____	_____

Signed and Sealed this 28th day of October, 2020


By (Signature)

Michael Engle
Printed Name of Signer
EVP
Title

BID BOND

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183**

KNOW ALL MEN BY THESE PRESENTS,

That we, Kasco, Inc., 226 E. Hudson, Royal Oak, MI 48067, as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Berkley, 3338 Coolidge Hwy., Berkley, MI 48072 as Obligee, hereinafter called the Obligee, in the sum of five percent of the amount bid Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Public Safety Entrance: Removal and Replacement of the Main Entry Vestibule**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of October, 2020.

[Signature]
(Witness)

Kasco, Inc.
[Signature]
(Principal)
(Seal)
Principal of Bidder I.P.
(Title)

[Signature]
(Witness)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
By [Signature]
Jane M. Holler, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jane M. Haller** of **BLOOMFIELD HILLS Michigan**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of **January, 2019**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **October**, 2020




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY CONFLICT OF INTEREST DISCLOSURE FORM

BID OPPORTUNITY: Berkley Public Safety Main Entrance

Name:	Dave Kassab	Company:	Kasco Inc
Title:	CFO	Address:	226 E. Hudson, Royal Oak, MI 48067

Please describe any relationships, transactions, positions you hold (as owner, director or volunteer of a for-profit or nonprofit organization) or other circumstances you believe could contribute to an actual or perceived conflict of interest between the City of Berkley and your personal interest. (Use additional paper if necessary.)

<input type="checkbox"/>	I have the following conflict of interest to report.

<input type="checkbox"/>	I have the following potential conflict of interest to report.

<input checked="" type="checkbox"/>	I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.
-------------------------------------	--

Signature

10.28.2020

Date



CITY OF BERKLEY
OFFICE OF THE CITY CLERK
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY CONTRACTOR REFERENCES

BID OPPORTUNITY:	Berkley Public Safety Main Entrance
-------------------------	-------------------------------------

REFERENCE 1:

COMPANY NAME	LaBelle Tower (MSHDA)
ADDRESS	
TELEPHONE	248-806-0974
CONTACT PERSON	Larry Insho
CONTRACT DATES	3.12.19 - 12.31.19
DESCRIPTION OF WORK	Tower Renovation

REFERENCE 2:

COMPANY NAME	Beaumont
ADDRESS	
TELEPHONE	947-622-1443
CONTACT PERSON	Margarita Forrest
CONTRACT DATES	12.6.17 - 8.30.19
DESCRIPTION OF WORK	Ernst Expansion

REFERENCE 3:

COMPANY NAME	Henry Ford Health System
ADDRESS	
TELEPHONE	248-433-0573
CONTACT PERSON	Joe Plica
CONTRACT DATES	6.21.18 - 12.18.19
DESCRIPTION OF WORK	Fairlane Dialysis Expansion



CITY OF BERKLEY
OFFICE OF THE CITY CLERK
 3336 CORDLEIGH HWY, BERKLEY, MICHIGAN 48072

**CITY OF BERKLEY BID OPPORTUNITY
 HOLD HARMLESS & INDEMNITY FORM**

BID OPPORTUNITY: Berkley Public Safety Main Entrance

PURPOSE:

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Berkley (City), its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at anytime there from) which may be sustained or claimed by any person or persons.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the CONTRACTOR or anyone acting on its behalf in connection with or incident to this agreement.

The CONTRACTOR shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the CONTRACTOR shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The CONTRACTOR shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

PLEASE PRINT:

Kasco Construction

Contractor Name

226 E. Hudson

Contractor Street Address

Royal Oak Mi. 48067

City, State, Zip Code

248-789-8250

Telephone

David Kassab

Authorized Representative

Signature

10.28.2020

Date

Witness



CITY OF BERKLEY
OFFICE OF THE CITY CLERK
 3336 CORDILLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
IRAN BUSINESS RELATIONSHIP AFFIDAVIT

BID OPPORTUNITY: Berkley Public Safety Main Entrance

THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL TO THE CITY OF BERKLEY, MICHIGAN

STATE OF MICHIGAN
 COUNTY OF OAKLAND

David Kassab, BEING DULY SWORN
 deposes and says that:

1. Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, the respondent certifies, under civil penalty for false certification, that it is not an "Iran linked business," as that term is defined in the Act.
2. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this 28 day of October, 2020
 a notary public in and for said County,

Lisa Kowalczewski
 Notary Public

My Commission expires: 10-23-2025

LISA K. KOWALCZEWSKI
 Notary Public - State of Michigan
 County of Macomb
 My Commission Expires October 23, 2025
 Acting in the County of Oakland

David Kassab

Authorized Signature

David Kassab

Printed Name of Signatory

Kasco Construction

Company Name

226 E. Hudson, Royal Oak, MI 48067

Address

Royal Oak Mi. 48067

City, State, Zip Code

248-789-8250

Area Code & Phone Number

PLEASE NOTE: City of Berkley employees cannot notarize this document.



CITY OF BERKLEY
OFFICE OF THE CITY CLERK
 3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
NON-COLLUSIVE AFFIDAVIT

BID OPPORTUNITY: Berkley Public Safety Main Entrance

THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL TO THE CITY OF BERKLEY, MICHIGAN

STATE OF MICHIGAN
 COUNTY OF OAKLAND

David Kassab, BEING DULY SWORN
 deposes and says that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vender of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this
28 day of October, 2020
 a notary public in and for said County,

Lisa Kowalczewski
 Notary Public

My Commission expires: 10-23-2025

LISA K. KOWALCZEWSKI
 Notary Public – State of Michigan
 County of Macomb
 My Commission Expires October 23, 2025
 Acting in the County of Oakland

David Kassab

Authorized Signature

David Kassab
 Printed Name of Signatory

Kasco Construction
 Company Name

226 E. Hudson, Royal Oak, MI 48067
 Address

Royal Oak Mi. 48067
 City, State, Zip Code

248-789-8250
 Area Code & Phone Number

PLEASE NOTE: City of Berkley employees cannot notarize this document.



CITY OF BERKLEY
OFFICE OF THE CITY CLERK
 3336 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

**CITY OF BERKLEY BID OPPORTUNITY
 NON-DISCRIMINATION AFFIDAVIT**

BID OPPORTUNITY: Berkley Public Safety Main Entrance

**THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL
 TO THE CITY OF BERKLEY, MICHIGAN**

STATE OF MICHIGAN
 COUNTY OF OAKLAND

David Kassab, BEING DULY SWORN
 deposes and says that:

1. In compliance with the City of Berkley Non-Discrimination Policy, the Contractor shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
2. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this
28 day of October, 2020
 a notary public in and for said County,

Lisa Kowalczewski
 Notary Public

My Commission expires: 10/23/2025

LISA K. KOWALCZEWSKI
 Notary Public - State of Michigan
 County of Macomb
 My Commission Expires October 23, 2025
 Acting in the County of Oakland

David Kassab

Authorized Signature

David Kassab

Printed Name of Signatory

Kasco Construction

Company Name

226 E. Hudson, Royal Oak, MI 48067

Address

Royal Oak Mi. 48067

City, State, Zip Code

248-789-8250

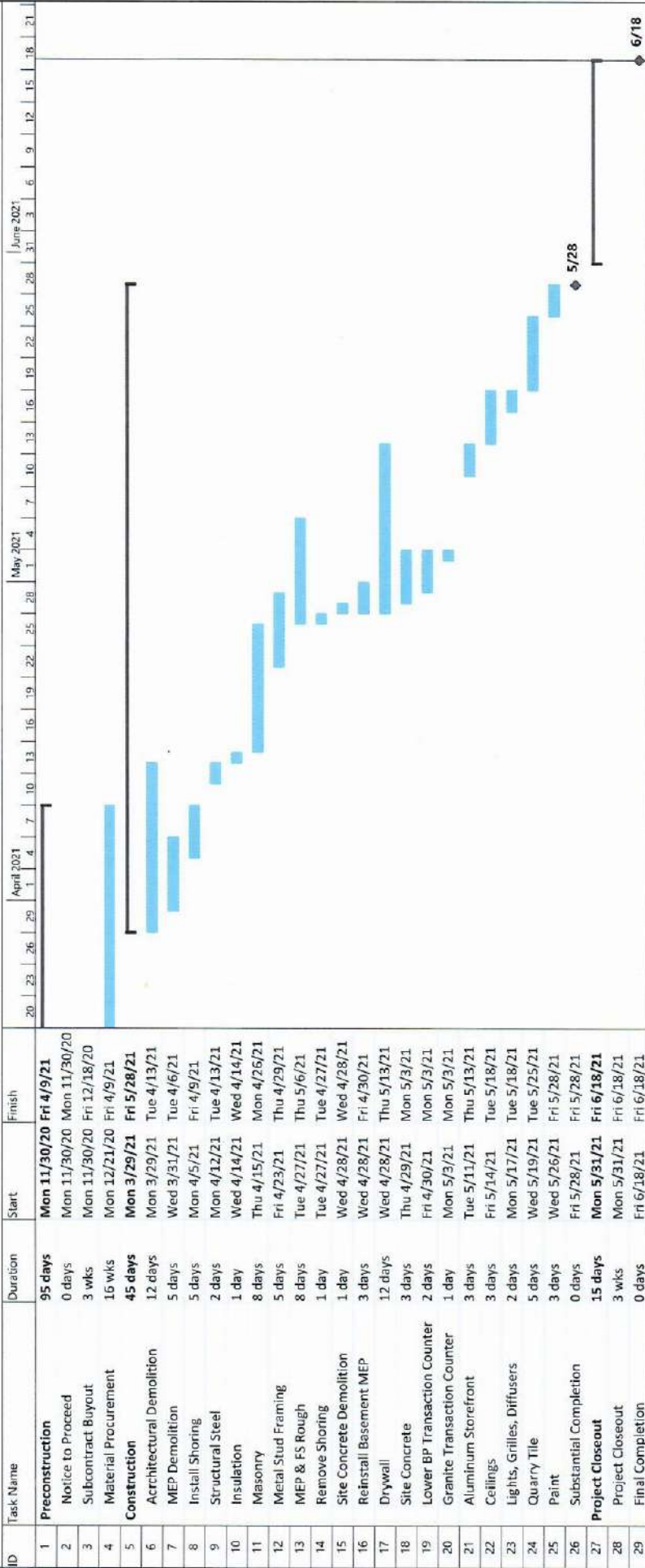
Area Code & Phone Number

PLEASE NOTE: City of Berkley employees cannot notarize this document.

Berkley Public Safety Entrance

Preliminary Project Schedule

Wed 10/28/20



March 1, 2021 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to authorize the purchase of a Toro Sand Pro 3040 at a cost not to exceed \$19,964.51 from Spartan Distributors at 487 W. Division Street, PO Box 246, Sparta, MI 49345. Funds for this expenditure will come from Account 614-950-982-000.

Ayes:

Nays:

Motion:

Parks & Recreation

Memo

To: Matthew Baumgarten, City Manager
Cc: Mark Pollock, Finance Director

From: Theresa McArleton, Parks & Recreation Director
Date: 2/17/21
Subject: Recommendation for Award of Sand Pro Purchase

As part of the FY 2020-2021 budget, funding was allocated for the purchase of a Sand Pro. This purchase is a new piece of equipment in our fleet. The sand pro will allow our maintenance staff to more effectively and efficiently maintain our eight community baseball fields.

The city's baseball fields are in excellent condition due to the great work of the Parks & Recreation maintenance staff. This work takes several hours a day in the spring, summer and fall. The adaptability and capability of the San Pro will allow for cleaner and quicker setting of the fields. This particular piece of equipment was demonstrated and tested by our Maintenance Leader and has been highly desired for purchase by the department for a number of years.

The city is utilizing the purchasing collective OMNIA to gain competitive pricing on this item. This program allows local units of government to buy a variety of vehicles at a discount over MSRP. The MSRP as configured on this model would be \$25,530.06. Attached is the approved pricing of \$19,964.51 for this equipment through Spartan Distributors.

As I have mentioned before, the city's ballfields are used heavily for nearly eight months out of the year. Ensuring that we have the best equipment to maintain the high level of standard for the fields that Berkley is known for is important for staff.

We recommend moving forward with Spartan Distributors equipment purchase of the Toro Sand Pro 3040 in an amount not to exceed \$19,964.51. This pricing was obtained through the OMNIA Partners Cooperative Contract Process. Funds for this expenditure are allocated in account number 614-950-982-000.

Please do not hesitate to call me with any questions or concerns.

ATTACHMENTS

March 1, 2021 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to authorize the purchase and installation of new play equipment at Tot Lot Park at a cost not to exceed \$85,100 from Miracle Midwest, PO Box 130, Holly, MI 48442. Funds for this expenditure will come from Account 615-950-974-000.

Ayes:

Nays:

Motion:

Memo

To: Matthew Baumgarten, City Manager
Cc: Mark Pollock, Finance Director
From: Theresa McArleton, Parks & Recreation Director
Date: 2/16/2021
Subject: Purchase and Install of New Play Equipment at Tot Lot Park Recommendation of Award

In the 2020/21 budget the department allocated \$90,000 for a new play structure at Tot Lot Park. This structure is needed to replace the older one that has had multiple pieces breaking and in need of replacement over the last couple of years.

The department received five qualified bids with a total of eight designs for the new play structure. All bids came in at or just below the budgeted amount for this item. The bid tab is attached for your review.

All designs have strengths and interesting elements to them. After reviewing all designs with staff, the one selected for bid award most met the goal for play at this park.

Miracle Midwest is a highly respected and consistently used premier playground company and both our city and a number of neighboring communities have used their play equipment for decades. We feel confident in selecting them for this purchase, removal of old equipment and install of new equipment. We hope that this new structure will provide hours upon hours of play for the community.

After reviewing the bid for this purchase, the department felt that some of the line items not centered on the actual equipment could be adjusted which reduced the total cost to \$85,100 which is nearly \$5,000 below the budgeted amount of \$90,000. These items include playground safety fiber which the department can install after the equipment is in place.

I recommend award of this item for removal of old play equipment, additional drainage under new play equipment, purchase and installation of the new structure at a cost not to exceed \$85,100 to come from account 614-950-974-000.

We look forward to continuing these very important park updates in our city parks.

Please do not hesitate to call me with any questions or concerns.

ATTACHMENTS

CITY OF BERKLEY
“TOT LOT Park Playground Equipment”
For the Parks and Recreation Department *Bid*
Opening: Monday, February 1, 2021 @ 10 AM

<u>Business Name</u>	<u>Address</u>	<u>Bid</u>	<u>References</u> <u>Non-Collusive Affidavit</u>	<u>Conflict of Interest</u> <u>Hold Harmless</u> <u>Iran Affidavit</u>
Michigan Playgrounds dba Midstates Recreation LLC	1279 Hazelton Etna Rd. SW Pataskala, OH 43062	\$90,000.00	Y/Y	Y/Y/Y
Sinclair Recreation, LLC	128 E. Lakewood Blvd. Suite 40 Holland, MI 49424	\$90,000.00	Y/Y	Y/Y/Y
Miracle Recreation Equipment Company Dba Miracle Midwest	878 E. Highway 60 Monett, MO 65708	\$89,980.00	Y/Y	Y/Y/Y
Great Lakes Recreation Inc.	19683 Tanglewood Circle Clinton Twp., MI 48038	\$89,999.00	Y/Y	Y/Y/Y
Play Environments Design, LLC	563 College Avenue Holland, MI 49423	\$90,000.00	Y/Y	Y/Y/Y



Miracle Midwest
 PO Box 130
 Holly, MI 48442
 1-800-722-8546
info@miraclemidwest.com

QUOTE: R0016213023 REV B
 Quote Date: 2/11/2021
 Valid For: 60 Days
 Delivery: Approx 6 - 10 Weeks
*After Receipt of Order and Any Required
 Approved Submittals, Drawings, and/or Color
 Selections – Installation to be coordinated /
 scheduled w/ installer – contingent upon
 favorable weather and site conditions.*

Prepared For:
 Matthew Baumgarten
 City of Berkley
 Tot Lot Park
 1399 Cambridge
 Berkley, MI 48072
 (248) 658-3350 (phone)

Project:
 Tot Lot Park Playground 2021 -
 REVISION B

Prepared by:
 Brandy D. Clory for Kim Alexander
 Miracle Midwest
 Holly, MI 48442
 800.722.8546 (phone)
info@miraclemidwest.com

Miracle KidsChoice Play Structure Per MMW Drawing MMW210050A

Part Number	Description	Qty
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	2
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	1
71451909	OCTAGON DECK W/OPN CENTER (ATTA TO 12 POSTS)	1
7145494	5" OD X 124" POST (4 DECK)	9
7145505	5" OD X 219" POST FOR 5' DECK W/TOPPER	4
714552	5" OD X 136" POST (3' TO 5' DECKS)	3
714553	5" OD X 160" POST (5'6" TO 6'6" DECKS)	2
7146078	BRAIDED CLIMBER (8' DECK)	1
714634CL	BIG TIMBER LOG W/ROCK CLIMBER LH (4' DECK)	1
71464514	ROLLER SLIDE (4' DECK)	1
71466918P	PLAYCOVER PYRAMID 18' X 18', STANDARD FABRIC	1
7146701U	CHAM II ENTRY & EXIT VORTEX (5' - 6'6" DECK)	1
7146706	CHAMELEON II LEFT SECTION	1
7146706	CHAMELEON II LEFT SECTION	1
7147139B	ALEX'S LEMONADE STAND PANEL (BELOW DECK ONLY)	1
71471513HB	CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)	1
71471520	INTERACTIVE PANEL FRAME	1
714715206	MAGICAL MUSIC INSERT	1
714723W9	WIDE 8' BURMA BRIDGE	1
71474849U	6'2" TYP II SLIDE 360 DEG DOMED WAVE (4' DK)	1
714782	CRUNCH STATION	1
714796P1	BELL (POST MOUNT)	1
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	1
7148171B	LOOP SEAT	1
7148485	TWISTER CLIMBER (5' DECK)	1
71485149	SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)	1
714961S1	DELIGHT-O-SCOPE TELESCOPE (STEEL MOUNT)	1
7149823	FINGER MAZE REGULAR PANEL	1
7149929	KIDS' PERCH	1
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1

Equipment noted above does **NOT include containment borders or safety surfacing**

Miracle Freestanding Play Equipment per MMW Drawing MMW210050A

Part Number	Description	Qty
159006	AGE 5-12 FITNESS COURSE, HORIZONTAL LADDER	1
3062	CYCLO CONE OPEN CLIMBER	1
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1
	FREIGHT OF ABOVE MIRACLE EQUIPMENT DELIVERED TO 48072	
Sub-Total of Miracle Play Equipment:		\$44,425.00

Drainage Materials

Description	
Drainage Includes:	
<ul style="list-style-type: none"> Supply, delivery, and installation of 5,200 sq ft of geotextile fabric to cover up to 2,600 sq ft of playground area. Supply, delivery, and installation of up to 4" of pea stone drainage base to cover up to 2,600 sq ft of playground area. 	
Sub-Total of Drainage Materials:	\$3,685.00

Miracle Installation

Description	Total
Miracle Installation Includes:	
<ul style="list-style-type: none"> Excavation of up to 16 - 18 inches of 55' X 75" playground area prior to installation of new play equipment. Removal / Disposal of customers existing play equipment in designated playground area - per MMW Drawing MMW210050A. Offloading and installation of Miracle playground equipment as noted in MMW Drawing MMW210050A. 	<p>\$10,500.00</p> <p>\$2,625.00</p> <p>\$23,865.00</p>
Sub-Total of Miracle Installation:	\$36,990.00

Totals:

Miracle Play Equipment Noted:	\$41,925.00
Freight for above Miracle Equipment to 48072:	\$2,500.00
Drainage Materials:	\$3,685.00
Excavation by Miracle Installer:	\$10,500.00
Removal of Existing Play Equipment:	\$2,625.00
Installation of Miracle Play Equipment:	\$23,865.00
SubTotal:	\$85,100.00
Estimated Sales Tax @ 6%:	\$0.00 - <i>(St-105 Sales Tax Exemption Certificate Required with order)</i>
Grand Total:	\$85,100.00

SUBMITTED AND SIGNED BY:

JEFF MARTINSON
PLAYPOWER OUTDOOR PROJECTS TEAM MANAGER

ALL EQUIPMENT & ACCESSORY COLORS MAY BE REVISED AT CUSTOMER'S REQUEST USING ANY COMBINATION OF MREC AVAILABLE COLORS – COLOR SELECTIONS MUST BE CONFIRMED BEFORE ORDER CAN BE PLACED.

PLEASE SEE BELOW FOR ITEMS NOT INCLUDED IN THIS QUOTE

NO ORDERS WILL BE PLACED WITHOUT A SIGNED QUOTATION AND/OR PURCHASE ORDER.

PLEASE NOTE THE FOLLOWING:

- ✓ Sales tax on this quote is only an estimate. Final sales tax will be added to your invoice if a current state sales tax exemption certificate is not on file in our office. **Please email a copy of your ST-105 Sales Tax Exempt Certificate with order or sales tax WILL be added to your final order.**
- ✓ **Installation is to be coordinated / scheduled with installer – contingent upon favorable weather / site conditions.**
- ✓ **A Miracle Credit Application may be required and must be completed and returned before your order is placed. If credit is not issued, Cash in Advance is required with order.**
- ✓ **ORDERS REQUIRE 50% DEPOSIT BEFORE ORDER CAN BE RELEASED.**
- ✓ This quote is to supply the equipment listed above only. Any other contractual requirements/needs are the responsibility of the contractor.
- ✓ Due to fluctuating fuel and steel prices, quotes are valid for only 30 days. After 30 days, cost is only an estimate and actual charges may differ.
- ✓ Price was quoted site unseen, it assumes the site is reasonably flat
- ✓ PLEASE DO NOT INSTALL Safety Surfacing or Edging until AFTER your play equipment has been installed
- ✓ THIS QUOTE **DOES NOT** INCLUDE:
 - ✓ Equipment, Services, Materials not specifically noted above
 - ✓ Storage and / or Security of equipment
 - ✓ **Safety surface materials/Installation of safety surface materials**
 - ✓ **Timber/edging/containment borders**
 - ✓ Dewatering / excess water removal from footings, excavations, or any other installation processes where excess water may be present
 - ✓ Accessible route to play area
 - ✓ Ground protection, silt fence, supply of new topsoil, seeding, landscaping, and / or site restoration
 - ✓ Any permits, if required
 - ✓ Repair of any utilities/irrigation system not marked by Miss Dig or owner
 - ✓ Testing of soil conditions
 - ✓ Prevailing Wage or union/labor wages
 - ✓ Bid / Performance / Labor / Material Bonds

NOTE: YOUR PLAYGROUND IS NOT ADA COMPLIANT UNLESS YOU HAVE ADA COMPLIANT SAFETY SURFACING. SAFETY SURFACING IS REQUIRED UNDER AND AROUND ALL PLAYGROUND EQUIPMENT.

INSTALLATION PRICES ASSUME NORMAL SOIL CONDITIONS AND DO NOT INCLUDE ROCK EXCAVATION, TREE TRUNK EXCAVATION, ASPHALT OR CONCRETE REMOVAL. IF ANY SUCH MATERIAL IS DISCOVERED AT A PROJECT SITE, A REMOVAL FEE WILL BE ADDED TO THE PROJECT COST.

PLEASE READ CAREFULLY FOR ANY RETRO-FIT PROJECTS:

Adding these updated components to this structure increases the compliance of this equipment. However, this equipment was manufactured prior to current CPSC/ASTM guidelines/standards and therefore we cannot bring every item on the equipment to current guidelines/standards.

MMW Backcharge Policy:

Miracle Midwest (MMW) and its represented equipment manufacturers will not be responsible for any back charges without prior written authorization based on a submitted written quotation for any work the contractor /customer deems necessary, including but not limited to alterations, removals, repair, painting and /or reinstallation of any product purchased through Miracle Midwest for any of its manufacturers/suppliers.

Any individual/contractor/company proceeding without written approval by MMW and or the manufacturer will assume all financial responsibility for incurred expenses & liability for any changes to the product & the project.

I hereby authorize Miracle Midwest to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the truck. I agree with the Payment terms listed above. Non-taxable customers will provide proper tax exemption certificate.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. *Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at Miracle Recreation Equipment, PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.*

To confirm this order, please sign, complete all information below and email to us at brandy.clory@playpower.com or info@miraclemidwest.com.

Signature

Date

P.O. Number

Print this address on your PO, send quote/P.O. to email(s) listed above.

**P.O. to Miracle Recreation Equipment Co.
878 Hwy 60, Monett, MO 65708
(Required for orders over \$5,000)**

PLEASE PROVIDE (NECESSARY FOR ORDER TO BE PLACED):

SHIP TO ADDRESS:

INVOICE TO ADDRESS:

END USER ADDRESS:

DELIVERY

INVOICING

END USER

CONTACT: _____ **CONTACT:** _____ **CONTACT:** _____

PHONE #: _____ **PHONE #:** _____ **PHONE #:** _____

E-MAIL: _____ **E-MAIL:** _____ **E-MAIL:** _____

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Please return all pages of this quote upon ordering.

Thank You!



RENDERING IS FOR CONCEPTUAL PURPOSES, ACTUAL PRODUCT MAY VARY



RENDERING IS FOR CONCEPTUAL PURPOSES, ACTUAL PRODUCT MAY VARY



RENDERING IS FOR CONCEPTUAL PURPOSES, ACTUAL PRODUCT MAY VARY



RENDERING IS FOR CONCEPTUAL PURPOSES, ACTUAL PRODUCT MAY VARY

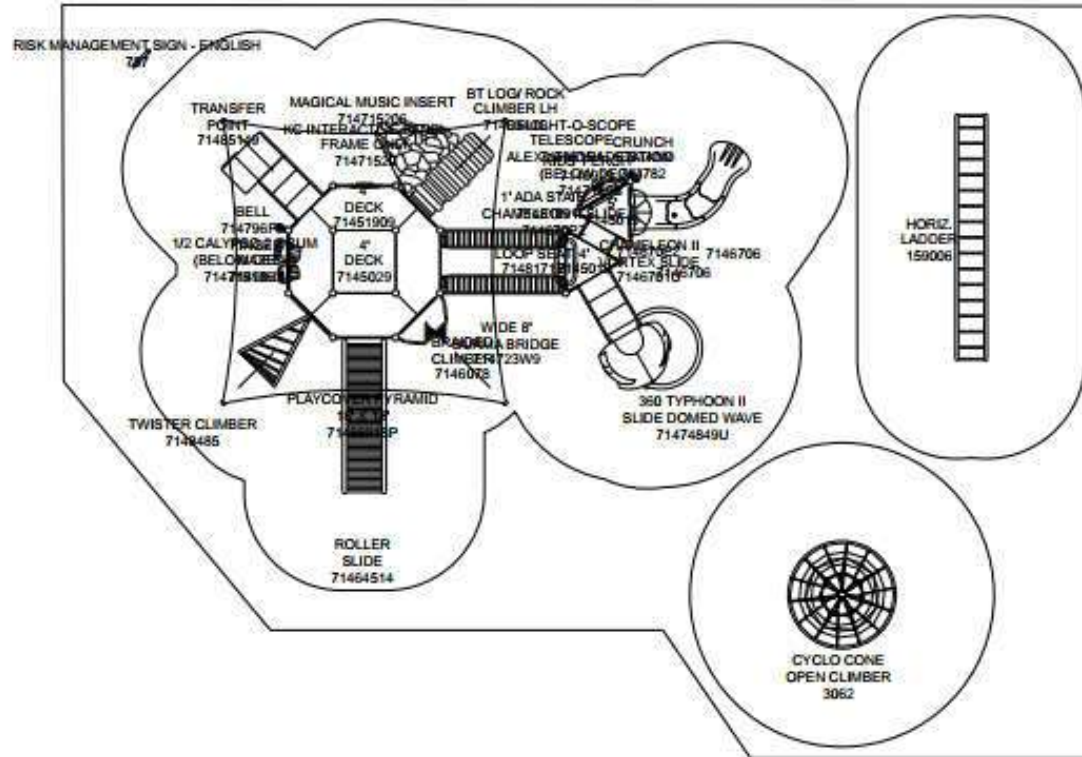


RENDERING IS FOR CONCEPTUAL PURPOSES, ACTUAL PRODUCT MAY VARY

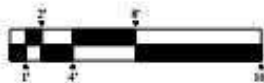
TOT LOT PARK PLAYGROUND EQUIPMENT - CITY OF BERKLEY BERKLEY, MI

AGE GROUP: 2-12	AGE GROUP: 2-12
ELEVATED PLAY ACTIVITIES - TOTAL: 8	ELEVATED PLAY ACTIVITIES - TOTAL: 8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 8	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 8 REQ'D 3	GROUND LEVEL ACTIVITY TYPE: 8 REQ'D 3
GROUND LEVEL QUANTITY: 8 REQ'D 3	GROUND LEVEL QUANTITY: 8 REQ'D 3

AGE GROUP: 5-12	AGE GROUP: 5-12
ELEVATED PLAY ACTIVITIES - TOTAL: 8	ELEVATED PLAY ACTIVITIES - TOTAL: 8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 8	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 2 REQ'D 8	GROUND LEVEL ACTIVITY TYPE: 2 REQ'D 8
GROUND LEVEL QUANTITY: 2 REQ'D 8	GROUND LEVEL QUANTITY: 2 REQ'D 8



Child Capacity: 83



Miracle Midwest
 PO Box 130
 Holly, MI
 PHONE NO: (800) 722-8546
 FAX NO: (517) 349-1911
 GROUND SPACE: 55'-0" x 38'-8"
 PROTECTIVE AREA: 61'-6" x 47'-0"
 DRAWN BY: Kim Alexander
 DATE: 1/25/021

R0016_44235702177	
✓	COMPLIES TO ASTM/CPSC
✓	COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

 AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



Color Palettes



EARTH TONE

- Beige
- Sand
- Forest Green
- Green



ISLAND OASIS

- Forest Green
- Royal Blue
- Cobalt
- Cyan



ENERGY

- Metallic Gray
- Dark Gray
- Silver
- Chartreuse
- Teal



NAUTICAL

- Blue
- Sand
- Beige
- Orange



MOTHER EARTH

- Blue
- Sand
- Beige
- Green



PATRIOTIC

- Red
- White
- Blue



OCEAN

- Blue
- Sand
- White
- Teal



SPRING

- Green
- Sand
- Yellow



PRIMARY

- Blue
- Red
- Yellow



SAHARA

- Beige
- Brown
- Forest Green
- Sand

Miracle® uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration. Actual colors in catalog may vary due to four color printing process.

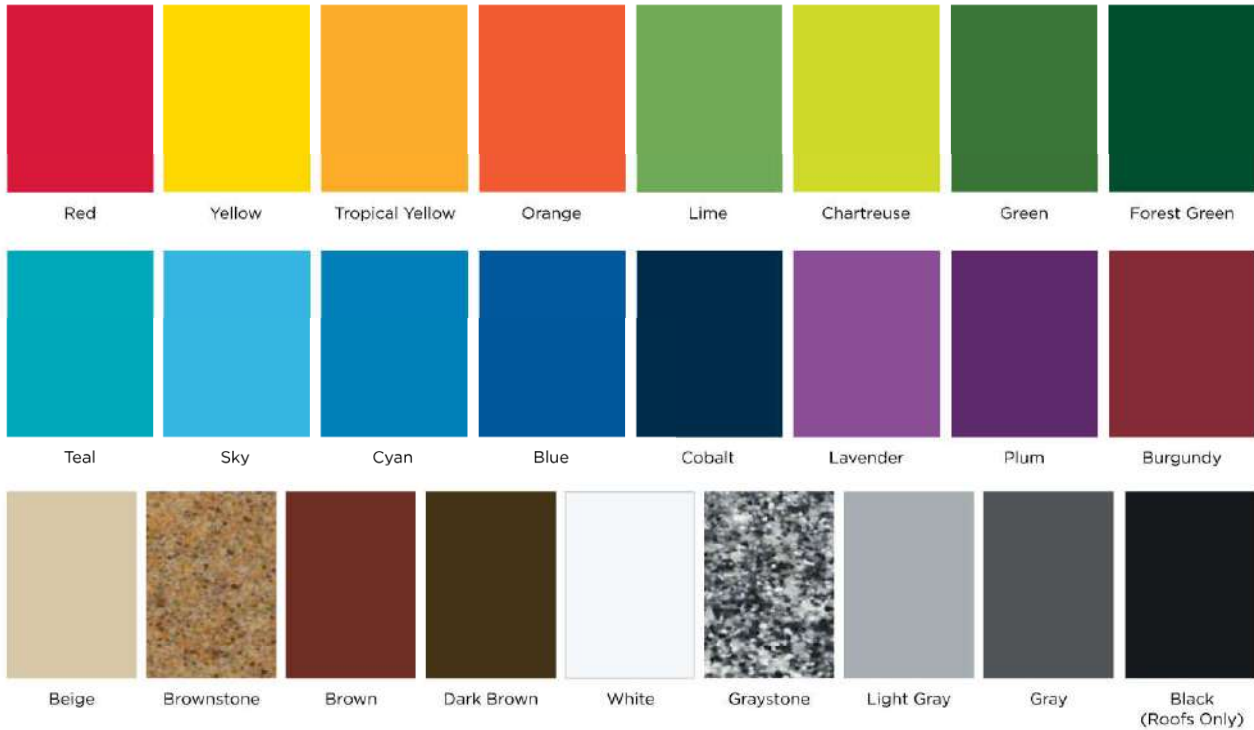


878 E Highway 60 / Monett, Missouri, USA 65708 / Miracle-Recreation.com
 USA 888-458-2752 CANADA 866-516-0245 INTERNATIONAL +1 417-235-6917

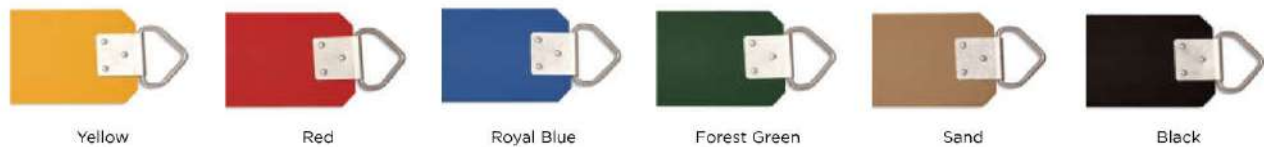
Color Choices

Rock-ite® Plastic Colors

Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers and Panels.



Miracle Swing Seat Colors



Mira-Lene™ Panel Colors



Mira-Cote™ Powder-Coated Painted Metal Colors

Posts, Arches, Swings and Accents (Railings & Climbers).



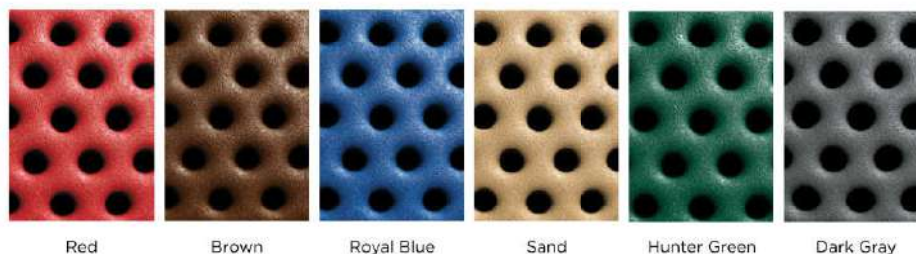
Mira-Cote™ Antimicrobial Painted Metal Colors

This proprietary treatment helps minimize bacterial mold, algae growth and stains.



Mira-Therm™ Textured Colors

Mira-Therm coatings for Decks, Steps, Ramps, Bridges and Cargo Climbers are available in either orthophthalate-free Mira-Therm 2 (vinyl) or Mira-Therm PE (polyethylene)-based coatings with Antimicrobial enhancements.



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Color Choices

Shade Fabric Colors

SHADESURE™ Fabrics Passes: NFPA 701 / ASTM-E84



Red Sunflower Yellow Terracotta Electric Purple Rain Forest Zesty Lime Olive Turquoise

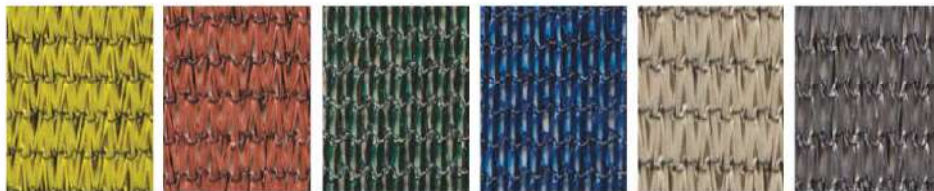


Navy Blue Royal Blue Laguna Blue Chocolate Cinnamon Arizona Desert Sand Silver



Black White

COLOURSHADE® Fire Retardant Fabrics Passes: NFPA 701 / ASTM-E84 / OSFM TITLE 19



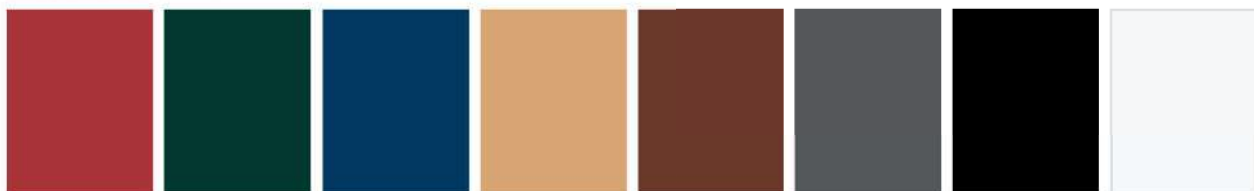
Yellow Terracotta Green Blue Desert Sand Silver

Site Furnishing Colors

Amenities receive a durable color coating that will not rust, crack, peel, or warp. Choose a powder coat color for framework and plastisol coating for table tops, seats, and backs.

Powder Coat and Plastisol

Powder Coat Only



Red Green Blue Sand Brown Charcoal Black White

Site Furnishing Patterns



Perforated Diamond

Slat and Rib patterns (not shown) available in select site furnishing products.

Recycled Plastic Colors



Cedar Milwaukee Brown

Warranty

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and stainless steel hardware.
2. LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
3. LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames, and Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
4. LIMITED EIGHT (8) YEAR WARRANTY:
 - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
 - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
 - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
5. LIMITED FIVE (5) YEAR WARRANTY:
 - Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
 - Mira-Therm™ PVC coating and PE coating against cracking or peeling.
 - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
 - GFRP (Glass Fiber Reinforced Polymer) Products.
 - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating).
6. LIMITED THREE (3) YEAR WARRANTY: Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
7. LIMITED ONE (1) YEAR WARRANTY:
 - Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
 - Pool slide support structures, stairways, landings and railings.
 - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

A RESOLUTION**of the Council of the City of Berkley, Michigan
establishing an 'Ad Hoc Woodward Dream Cruise Committee'
Coordinating the 2021 CruiseFest events
for the City of Berkley**

- WHEREAS,** the City of Berkley recognizes the advantages of working in partnership with our neighboring cities and intends to participate in the 2021 Dream Cruise Event to be held on Saturday, August 21, 2021; and
- WHEREAS,** Resolution No. R-81-97, defined the City of Berkley's recognition of the Woodward Dream Cruise Event and expressed support for that event; and
- WHEREAS,** it is recognized that the success of the Dream Cruise has been due to the participation of all affected cities and that future success is contingent upon the cooperation and coordination of the eight cities and Oakland County; and
- WHEREAS,** The Council of the City of Berkley has appointed our Parks and Recreation Director, Theresa McArleton, as the City's official representative to the Woodward Avenue Dream Cruise Board of Directors and our Manager of Special Events and Senior Programs, Dan McMinn, as the alternate, in order to obtain information for the City regarding matters affecting the Dream Cruise Event and to convey the City's position thereupon.

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

- SECTION 1:** That the Council of the City of Berkley, in its intention to participate in the annual Woodward Dream Cruise event, to be held the third Saturday of August, hereby establishes an "Ad Hoc Woodward Dream Cruise "CruiseFest" Committee" comprised of the following members:

Mayor (Non-voting Member)	Daniel J. Terbrack
Councilmember (Non-voting Member)	Jack Blanchard
City Manager (Non-voting Member)	Matthew C. Baumgarten
One Representative from Parks & Recreation	Theresa McArleton
One Representative from Public Safety	Matthew B. Koehn
One Representative from Public Works	Shawn Young
Parade Coordinators	Jordan Kobernick and Corey Miller
One Member of the Chamber of Commerce	Joe Mulheron
Five (5) members from Service Organizations	Betty Smith (Berkley/Huntington Woods Youth Assistance)
	Denise Downen (Berkley Days Association)
	Adriane Bitel (Friends of Berkley Parks and Recreation)
	Cindy Coon (Berkley Junior Women's Club)
	Pam Mack (Berkley Junior Women's Club) - Alternate
One (1) resident	Mark Coon

- SECTION 2:** The purpose of this Committee is to coordinate and manage Dream Cruise CruiseFest events held in the City of Berkley that begins on the third Friday in August; and

- SECTION 3:** This committee shall conclude its mission by September 30, 2021, unless Council extends its service; and

- SECTION 4:** The City Clerk is hereby directed to send a copy of this resolution to the Woodward Dream Cruise Board of Directors.

Introduced and Passed at a Regular City Council Meeting on Monday, March 1, 2021.

Attest:

Daniel J. Terbrack, Mayor

Victoria Mitchell, City Clerk



Theresa McArleton
Berkley Parks & Recreation
2400 Robina
Berkley, MI 48072
248-658-3470
tmcarleton@berkleymich.net

Berkley Parks and Recreation

TO: Matthew Baumgarten, City Manager

FROM: Theresa McArleton, Director of Parks & Recreation

DATE: February 16, 2021

SUBJECT: 2021 Dream Cruise Ad Hoc Committee

Every year City Council approves establishing an Ad Hoc Woodward Dream Cruise Committee. This committee made of up city staff, city organizations and public representatives' work together to produce the City's annual Cruisefest Parade as well as sells merchandise for the Woodward Dream Cruise.

The committee works hard to improve upon the previous year's event. Building off a successful 2019 Dream Cruise and Cruisefest, we look forward to working together to make 2021's event the best yet. Due to the necessary cancellations of both the Cruisefest and Dream Cruise in 2020, this year will mark the 25th anniversary of the Berkley Cruisefest. The committee hopes to make this year its best yet.

The attached resolution is submitted for approval for the 2021 Dream Cruise Ad Hoc Committee.

As always, please do not hesitate to call me with any questions.

RESOLUTION**TEMPORARY COVID-19 OUTDOOR DINING/SEATING AND OUTDOOR SALES AND SERVICES**

At a regular meeting of the City Council of the City of Berkley, Oakland County, Michigan (the “City”), held on March 1, 2021.

PRESENT:

ABSENT:

The following resolution was offered by _____ and seconded by _____.

WHEREAS, in order to facilitate and promote restoration of economic activity and to assist local businesses adversely impacted by the Covid-19 pandemic and state of emergency and the associated business reduction and closures to reopen and operate while containing the spread of Covid-19 and observing applicable social distancing guidelines and requirements, the Berkley City Council, at its June 15, 2020 regular meeting, adopted Resolution R-20-20 to temporarily relax and suspend strict enforcement of certain City ordinances and regulations concerning outdoor dining and seating and other outdoor sales and services; and

WHEREAS, Resolution R-20-20 was extended by Resolution R-33-20 and continues in effect through March 31, 2021, and taking into account the ongoing state of emergency and indoor business occupancy limitations, the City Council desires to extend the terms and conditions of said resolution through September 30, 2021.

THEREFORE, the Berkley City Council resolves that effective immediately, and continuing through September 30, 2021 (unless sooner modified or terminated by further City Council resolution), all food and drink establishments and commercial retail sales or services businesses lawfully in existence in the City will be temporarily permitted to have and to operate outdoor dining/seating areas and outdoor sales and services areas in accordance with requirements, criteria, limits, standards, and conditions to be established by the City Administration, and further subject to the following:

1. Food and drink establishments and commercial retail sales or services businesses may temporarily add or expand an outdoor dining/seating area or commercial retail sales or services area into their associated private off-street parking areas by up to 50% of their current lawful useable floor area or by 30% of the existing parking area, whichever is less, and only as space and configuration permits;
2. Temporarily added or expanded outdoor dining/seating or sales and services area must not encroach into or obstruct fire lanes, fire hydrants and connections; handicap parking spaces; public rights-of-way and alleys (except as closed by the City); pedestrian and bicycle paths and sidewalks, or barrier-free access and ramps;

3. Appropriate noise, odor, lighting, and other nuisance control measures must be implemented to prevent the outdoor dining/seating area or outdoor sales or service area from becoming a nuisance to nearby residents and businesses;
4. Temporary outdoor dining/seating or sales and services areas may include temporary structures, enclosures, or covers with or without lighting or heating elements to protect patrons and staff from cold or inclement weather. Such temporary structures and any lighting or heating elements will require permits and inspections to ensure safety.
5. Any establishment or business seeking to temporarily add or expand outdoor dining/seating areas or outdoor sales or services area pursuant to this Council Resolution must electronically submit a Special Event Permit application to the City's Community Development Department, and include a plan for the proposed outdoor dining/seating area or outdoor sales or services area depicting the location of the outdoor dining/seating or sales and services area and all tables, chairs, fixtures and furnishings with dimensions and distances clearly marked for pedestrian paths and between tables and seating.
6. Temporary new or expanded outdoor dining/seating areas and outdoor sales or services areas shall be designed and laid out to meet applicable social distancing guidelines and shall include: (i) Temporary signs to encourage compliance with social distancing guidelines; (ii) Hand sanitizing station(s) adjacent to the outdoor dining area; and (iii) Trash receptacle(s) and disinfecting wipes or other supplies for the cleaning of tables and chairs and high-touch points in the outdoor dining/seating and sales or services areas.

IT IS FURTHER RESOLVED that the City may authorize temporary use of municipal parking lots and certain public rights-of-way for use for outdoor dining/seating and outdoor sales or services, subject to:

1. A business interested in utilizing a municipal parking lot for outdoor area for an adjacent business may submit an application and plot plan. Up to 25% of the municipal parking area may be made available for use for such outdoor area.
2. For businesses that do not have private parking area available or a municipal parking lot adjacent to them, the City may close and allow use of adjacent public rights-of-way for outdoor dining/seating or outdoor sales or service areas.

IT IS FURTHER RESOLVED that certain residential sides streets may be temporarily closed in order to provide large shared spaces for multiple businesses to use for outdoor dining/seating and outdoor sales or services, including:

1. North Robina at 12 Mile;
2. North Phillips at 12 Mile;
3. South Griffith at 12 Mile;



CITY OF BERKLEY

COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Berkley City Council

From: Matt Baumgarten, City Manager
Erin Schlutow, Community Development Director

Subject: **Extending Temporary Outdoor Areas for Dining, Sales, etc. with Social Distancing, Temporary Enclosures, and Temporary Closure of Residential Side Streets**

Date: February 23, 2021

In Spring 2020, City Council approved the relaxation of City Ordinances to allow outdoor dining, sales, service areas on private property, in private and municipal parking areas, as well as the temporary closure of Griffith, and possible closure of four (4) other residential side streets. This allowed businesses and restaurants to continue to operate outside and in compliance with Executive Orders issued by Governor Whitmer. The initial approval was effective June 15, 2020 – October 1, 2020.

In Fall 2020, City Council approved the extension of the outdoor dining, sales, and service areas, the temporary closure of Griffith and other residential side streets, and also allowed for the installation of temporary enclosures, such as tents, igloos, etc. The approval is currently in effect and is set to expire March 31, 2021.

City staff, DDA, and the Chamber have reached out to the business owners who have opted for the outdoor space to determine if it has been beneficial to their business, if they would like the outdoor areas to continue beyond March 31, 2021, and if the outdoor areas are critical to their business survival.

Overwhelmingly, we received positive response from the business owners in their desire to continue with the outdoor areas and the uncertainty of continuing without the possibility of the outdoor areas.

We think it is beneficial to the community and the local businesses to extend the outdoor areas and temporary enclosures until September 30, 2021.

City staff continues to work with DDA and the Chamber for other options for outdoor dining, sales, service areas, as well as discussions on regulating outdoor areas.

Thank you.



Victoria Mitchell <vmitchell@berkleymich.net>

Fwd: Extension of Griffith Closure

Erin Schlutow <eschlutow@berkleymich.net>

Tue, Feb 23, 2021 at 6:37 PM

To: Victoria Mitchell <vmitchell@berkleymich.net>, Matthew Baumgarten <mbaumgarten@berkleymich.net>

Hi Victoria,

Can you add the below email to the CC meeting packet for the outdoor dining resolution?

Thank you,
Erin**Erin Schlutow**

Community Development Director

City of Berkley

3338 Coolidge Hwy.

Berkley, MI 48072

248.658.3320

eschlutow@berkleymich.net

----- Forwarded message -----

From: **John Correia** <johnjustinc@gmail.com>

Date: Mon, Feb 22, 2021 at 6:28 PM

Subject: Extension of Griffith Closure

To: <eschlutow@berkleymich.net>Cc: Annette Liyana <aelyana21@yahoo.com>

Erin, we are writing to provide our full support to the extension of the closure of Griffith Ave until at least Sept 30, 2021.

As property owners just 5 houses south of this closure, we have seen first hand the positive benefit it is having to the city, the community of people that live and work here, and to the businesses that it is helping support. Our businesses have worked so hard to persevere through this extremely difficult, uncertain, and unpredictable time. They have demonstrated amazing creativity, courage, and fortitude in surviving what has been an extremely challenging set of circumstances. Our businesses, like our citizens, are what make this community such a wonderful, warm, inviting, durable, and lively place to live, shop, and dine. Our businesses provide the foundation upon which our citizens build and nurture this community. Whatever we can do to support them is critically important to our own livelihoods, property values, and neighborhoods.

Berkley Common has become a shining jewel for our city during this pandemic, constantly adapting and evolving to deliver a safe yet fun experience for our community, garnering a nomination by MLIVE for one of the state's best outdoor dining areas, airing several times on local newscasts and even taking the lead on helping support other food service workers weather this horribly tragic COVID induced storm. We are so proud of them, so grateful for their presence. They are not just one business but they are a bright light that shines favorably on **all** of Berkley.

In closing, my wife and I fully endorse extending this closure as long as necessary to enable our businesses to survive these trying times, and would even support a more permanent closure to provide a community area as we have seen so successfully done in other nearby cities.

Please feel free to share these comments with others involved in the approval process as you deem appropriate.

Thank you so much for all that you do for this lovely city we call home,

John Correia and Annette Liyana
3277 Griffith

RESOLUTION

TEMPORARY COVID-19 TEMPORARY SIGN STANDARDS

At a regular meeting of the City Council of the City of Berkley, Oakland County, Michigan (the “City”), held on March 1, 2021.

PRESENT:

ABSENT:

The following resolution was offered by _____ and seconded by _____.

WHEREAS, in order to facilitate and promote restoration of economic activity and to assist local businesses impacted by the Covid-19 pandemic and state of emergency and the associated business reduction and closures to re-open and operate while containing the spread of Covid-19, the Berkley City Council, at its June 15, 2020 regular meeting, adopted Resolution R-21-20 to temporarily relax and suspend enforcement of certain City ordinances and regulations concerning temporary signs; and

WHEREAS, Resolution R-21-20 was extended by Resolution R-34-20 and continues in effect through March 31, 2021, and taking into account the ongoing state of emergency and indoor business occupancy limitations, the City Council now desires to extend the terms and conditions of said resolution through September 30, 2021.

THEREFORE, the Berkley City Council resolves that effective immediately, and continuing through September 30, 2021 (unless sooner modified or terminated by further City Council resolution), all retail and commercial businesses lawfully in existence in the City will be temporarily allowed to post, without a permit or fees or time limit, temporary signs relating to hours of operation, carry-out and delivery services, and specials in accordance with requirements, criteria, limits, standards, and conditions to be established by the City Administration, and further subject to the following:

1. Any signs required under Orders issued by the MDHHS will not count toward the permitted temporary sign area;
2. Temporary signs may not be placed in the public rights-of-way or obstructing pedestrian and bicycle paths and sidewalks or signs placed by other businesses;
3. Temporary signs must meet any applicable corner clearance requirements and must not impede clear and unobstructed ingress and egress to all required entrances/exits.

IT IS FURTHER RESOLVED that no permit shall be required and fees are waived for temporary signs that meet the requirements of this resolution and any additional requirements and conditions established by the City Administration pursuant hereto.

IT IS FURTHER RESOLVED that except to the extent temporarily relaxed or suspended herein and as necessary to give full effect to this resolution and to the administrative approvals to



CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Berkley City Council

From: Matt Baumgarten, City Manager
Erin Schlutow, Community Development Director

Subject: **Extending Relaxing Sign Ordinance Requirements for Temporary, Promotional Signs**

Date: February 23, 2021

In Spring 2020, City Council approved the relaxation of City Ordinances related to temporary and promotional signs, in line with the resolution to allow outdoor dinings, sales and service areas. This allowed businesses and restaurants to promote and advertise their businesses to the public. The resolution included a relaxation of regulations for temporary signs, such as quantity, size, height, area. The initial approval was effective June 15, 2020 – October 1, 2020.

In Fall 2020, City Council approved the extension of the temporary relaxation of temporary signs, in line with the resolution to extend allow outdoor dining, sales, and service areas. The approval is currently in effect and is set to expire March 31, 2021.

We think it is beneficial to the community and the local businesses to extend the resolution for temporary and promotional signs until September 30, 2021, in line with the resolution to extend outdoor dining, sales and service areas.

Thank you.

March 1, 2021 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to approve Special Land Use request SU-01-21 at 3445 Robina Ave.
for office use in the Downtown District.

Ayes:

Nays:

Motion:



CITY OF BERKLEY
COMMUNITY DEVELOPMENT
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Berkley City Council

From: Berkley Planning Commission
Erin Schlutow, Community Development Director

Subject: **SU-01-21; 3445 Robina Ave – Office Use in the Downtown District**

Date: February 24, 2021

At the February 23, 2021 meeting, the Planning Commission reviewed the request for special land use approval to occupy the first floor of an existing building at 3445 Robina Ave as an office use. The Planning Commission held the required public hearing and received comments from the public, including owners of the businesses on either side of the subject property.

After the public hearing, the Planning Commission deliberated and discussed the request. By unanimous vote, they recommended approval of the special land use request to City Council.

Per Section 138-657, the City Council shall consider the special land use request, along with the Planning Commission recommendation, and approve, approve with conditions or deny the special use approval.

The review letter, prepared by the Community Development Director for consideration by the Planning Commission, summarizing the special use request and review criteria is attached for your reference.

If you have any questions related to this case, please do not hesitate to contact me.

Thank you.



CITY OF BERKLEY

COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

APPLICATION FOR SPECIAL LAND USE REVIEW

NOTICE TO APPLICANT: Applications for Special Land Use review by the Planning Commission must be submitted to the City of Berkley Building Department in **substantially complete form** at least 30 days prior to the Planning Commission's meeting at which the application will be considered. The application must be accompanied by the data specified in the Zoning Ordinance, including fully dimensioned site plans, plus the required review fee.

The Planning Commission will hold the required *public hearing* and will make a recommendation to the City Council. Special land use approval shall be obtained from the City Council.

The Planning Commission meets the fourth Tuesday of the month at 7:00pm in the Council Chambers at the City of Berkley City Hall, 3338 Coolidge Hwy, Berkley, MI 48072. The City Council meets the first and third Mondays of the month at 7:00pm in the Council Chambers at the City of Berkley City Hall, 3338 Coolidge Hwy, Berkley, MI 48072.

TO BE COMPLETED BY APPLICANT:

I (We), the undersigned, do hereby respectfully request Special Land Use Review and provide the following information to assist in the review:

Project Name: 3445 Robina Avenue

Applicant: Info Tek Realty, LLC DBA Berkley Realty Group

Mailing Address: 3445 Robina Avenue Berkley, MI 48072

Telephone: 248-677-1565

Email: berkleyrealtygroup@gmail.com

Property Owner(s), if different from Applicant: Jeff McGee/Berkley Holding, LLC

Mailing Address: _____

Telephone: _____

Email: _____

Applicant's Legal Interest in Property: Tenant

LOCATION OF PROPERTY:

Street Address: 3445 Robina Avenue Berkley, MI 48072

Nearest Cross Streets: 12 Mile Road

Sidwell Number(s): 2507454045

PROPERTY DESCRIPTION:

Provide lot numbers and subdivision: MC GIVERIN-HALDEMAN'S BERKLEY SUB

Property Size (Square Feet): 9,460 Square Feet (Acres): 0.24 Acres

EXISTING ZONING DISTRICT (please check):

- R-1A Local Business Coolidge
- R-1B Office Industrial
- R-1C Community Centerpiece Cemetery
- R-1D Woodward Parking
- RM Eleven Mile
- RMH Twelve Mile

***THERE IS NO OPTION FOR DOWNTOWN DISTRICT**

Present Use of Property: The property consists of 8 separate spaces occupied by various types of businesses.

Proposed Use of Property: The proposed use for one of the spaces is an office for a residential brokerage company

Is the property located within the Downtown Development Authority? Yes No

PROJECT DESCRIPTION:

Approximately 588 square feet of office space will be used as an office for Berkley Realty Group, a local real estate brokerage company.

Does the proposed project / use of property require site plan approval?

Yes No

Does the proposed project require or has received variance(s) from the Zoning Board of Appeals?

Yes No

PLEASE COMPLETE THE FOLLOWING CHART:

Type of Development	Number of Units	Gross Floor Area	Number of Parking Spaces On Site	Number of Employees on Largest Shift
Attached Residential				
Office	1	588 Square Feet		4

Commercial				
Industrial				
Other				

STANDARDS FOR SPECIAL LAND USE APPROVAL:

To be considered for special land use approval, the Planning Commission and City Council shall consider the following standards. Please address how the proposed use satisfies each standard, as specified in Section 138-653.

1. The proposed use will promote the use of land in a socially and economically desirable manner.
The proposed use of a real estate brokerage office will provide current and future residents of Berkley with a local real estate knowledge and expertise.
2. The proposed use is necessary for the public convenience at that location.
The location of Berkley Realty Group will provide convergence to homeowners seeking to buy or sell their home or building with the convenience of being downtown and adding the resident's desire to live in a walkable community.
3. The proposed use is compatible with adjacent land uses.
The proposed use is compatible with adjacent land uses because having a local real estate company accessible in the downtown district adds to the walkable community characteristic of the downtown district and the surrounding residential properties.
4. The proposed use is designed so that the public health, safety and welfare shall be protected.
The proposed use of a real estate office will follow all CDC guidelines for COVID-19 protocols.
5. The proposed use will not cause injury to other property in the neighborhood.
The proposed use will not cause injury to other property in the neighborhood.

PROFESSIONALS WHO PREPARED PLANS:

A. Name: _____
Mailing Address: _____
Telephone: _____
Email: _____
Design Responsibility (engineer, surveyor, architect, etc): _____

**PLANS NOT
REQUIRED**

B. Name: _____ **PLANS** _____
 Mailing Address: _____
 Telephone: _____ **NOT** _____
 Email: _____ **REQUIRED** _____
 Design Responsibility: _____

SUBMIT THE FOLLOWING:

1. Ten (10) individually folded copies of the site plans, measuring 24" x 36", sealed by a registered architect, engineer, or surveyor. If copies are submitted simultaneously for site plan review, then submittal of ten (10) additional copies is not necessary.
2. A pdf file of the plan and any supporting documents, emailed to the Community Development Director.
3. Proof of property ownership (title insurance policy or registered deed with County stamp).

PLEASE NOTE: The applicant, or a designated representative, **MUST BE PRESENT** at all scheduled meetings, or the site plan may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a site plan application or to revoke any permits granted subsequent to the site plan approval.

We encourage applicants to make a presentation of the proposed project to the Planning Commission and City Council, as appropriate. To assist in this effort, we have available for your use at meetings a projector, laptop computer and screen. This will allow the Planning Commission and audience to be fully engaged so they can give your project the attention it deserves. Planning Commission and City Council meetings are recorded and televised.

PROPERTY OWNER'S APPROVAL: (Initial each line)

 J.M. I hereby authorize and give permission for the City of Berkley to install one or more temporary signs on my property, in order to notify the public of the required public hearing related to the special land use request.

 J.M. I hereby authorize the employees and representatives of the City of Berkley to enter upon and conduct an inspection and investigation of the above-referenced property.

APPLICANT'S ENDORSEMENT: (Initial each line)

 AM GR All information contained therein is true and accurate to the best of my knowledge.

 AM GR I acknowledge that the Planning Commission will not review my application unless all information in this application and the Zoning Ordinance has been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing or approval of this site plan application.

Authentisign
Gabe Rubin

01/12/2021

1/12/2021 4:17:16 PM EST

Signature of Applicant

Date

Gabe Rubin, Managing Member and Associate Broker

Applicant Name (Print)

Authentisign
Anthony Moreno

01/12/2021

1/12/2021 3:53:27 PM EST
Signature of Applicant

Date

Anthony Moreno, Managing Member and Realtor

Applicant Name (Print)

Authentisign
Jeff McGee

01/13/2021

1/13/2021 1:31:39 PM EST
Signature of Property Owner Authorizing this Application

Date

Jeff McGee

Property Owner Name (Print)

OFFICE USE ONLY

Received 1-14-21 Receipt # _____ Meeting Date _____ Case # PSU-01-21

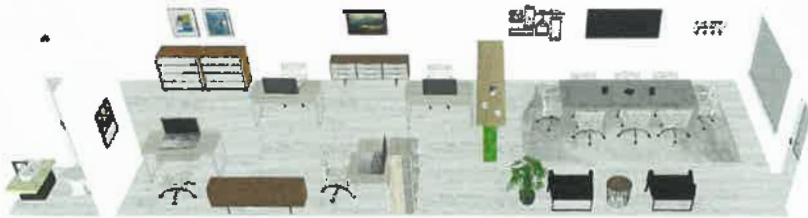
Fee: Special Land Use \$400



Front view



Back view



Left side view



Right side view



3445 Robina Avenue, Berkley, MI 48072
Design Layout



Front view (bird-eye)



Layout



Back view (bird-eye)



MEMORANDUM

To: Berkley Planning Commission
From: Erin Schlutow, Community Development Director
Subject: PSU-01-21; 3445 Robina Ave – Office Use in the Downtown District
Date: February 17, 2021

Dear Planning Commissioners:

The applicant, Info Tek Realty, LLC dba Berkley Realty Group, is requesting special land use approval to occupy the first floor of the existing building at 3445 Robina Ave as an office use. The property is located in the Downtown District, which permits office and agencies, when located on the first floor, with special land use approval.

The applicant is not proposing any site improvements; therefore, site plan review is not being considered as part of this application. The applicant has noted that the front window will be replaced, but it will not be reduced in size or removed completely. If the scope of the project changes and the size of the window is proposed to be reduced or removed completely, approval from Planning Commission will be required.

Zoning

The subject property is located on Robina Ave, north of Twelve Mile and is composed of eight (8) separate and distinct spaces that are occupied by a variety types of businesses. The types of businesses include a take-out restaurant, retail, an exercise and wellness establishment, and a barbershop.

The subject property and surrounding parcels are located in the Downtown District.

Master Plan

The Future Land Use Map in the 2007 Master Plan designates the subject property as Downtown, as shown on the following page.





The Intended Land Uses for the Downtown area, as noted in the 2007 Master Plan, is as follows:

Land uses permitted in the Downtown include retail establishments such as shoe and clothing stores, restaurants, convenience stores, small groceries and services such as salons. These uses should be promoted at the street level storefronts. Cultural, entertainment and recreation uses are encouraged to create destinations and gathering areas. These could include art studios, theaters, farmers markets, places of worship and public parks and plazas. Also permitted at lower level, side street locations, and in the upper stories of buildings, are offices and residential units. Many uses that require expanses of immediately adjacent automobile parking are likely inappropriate for the downtown, which by its nature thrives on pedestrians and diverse, pedestrian-scale businesses.

The underlined section above notes that office uses are welcome in the Downtown area, on the lower level and along side street locations. Therefore, an office use at 3445 Robina Ave is supported in the Master Plan.

Review Procedures

Office or agency uses in the Downtown District, which are located on the first floor, require special land use approval must be reviewed in accordance with the applicable procedures for Special Land Uses in Division 6 of Article VI in the Berkley Zoning Ordinance. The Planning Commission must hold a public hearing on the special land use and make a recommendation to the City Council. The City Council has the authority to grant final approval on the special land use.

The five (5) standards for granting special land use approval are set forth in Section 138-653 of the Zoning Ordinance. We have reviewed the proposal for the office use on the first floor in the Downtown District with respect to these standards and offer the following findings:

1. *The proposed use will promote the use of land in a socially and economically desirable manner.*

The proposed office use will occupy a space that is currently vacant. The site was formerly occupied by the Berkley Shoe and Orthopedic Repair. The proposed use will eliminate a vacant storefront in the dense Downtown area.

A real estate brokerage office in the proposed location has the opportunity to advertise new and future listings within the community to pedestrians and showcase available housing opportunities for visitors.

2. *The proposed use is necessary for the public convenience at that location.*

Berkley Realty Group, LLC is currently located at 3200 Coolidge Hwy and is an established business within the community. There are few real estate offices within the City, and residents are accustomed to the local convenience of the brokerage agency.

3. *The proposed use is compatible with adjacent land uses.*

The proposed use is compatible with adjacent land uses. The surrounding businesses are retail, restaurant and personal service establishments. An office use would fit in with the overall character of the area.

4. *The proposed use is designed so that the public health, safety and welfare shall be protected.*

The proposed office use does not pose a danger or impediment to public health, safety and welfare. The office use will not involve the use of chemicals that would produce odors, nor will the activities within the enclosed building produce noise levels that would impact neighboring businesses.

5. *The proposed use will not cause injury to other properties in the neighborhood.*

The proposed use will not cause injury to other properties in the neighborhood. The nature of the business will not negatively impact surrounding property owners.

Summary and Recommendation

Based on the intended land uses designated in the Master Plan and the existing land uses of the Twelve Mile corridor, an office use would fit with the overall characteristics of the neighborhood and would not pose injury to adjacent properties, nor to the public health, safety and welfare.

Therefore, we recommend the Planning Commission recommend approval of the special land use application to the City Council, subject to the results of the public hearing.

If you have any questions or comments related to this case, please do not hesitate to contact me.

Thank you.

cc: Matthew Baumgarten, City Manager
Victoria Mitchell, City Clerk
John Staran, City Attorney
Derrick Schueller, DPW Director
Pete Kelly, Fire Marshal
Matt Koehn, DPS Director
Kim Anderson, Building Clerk
Gabe Rubin, berkeleyrealtygroup@gmail.com
Tony Moreno, tony.berkeleyrealty@gmail.com
Jeff McGee, jeff@watsongrp.com

March 1, 2021 City Council Meeting

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

Tree Board

Michael Leneway, appointment to a partial term expiring July 1, 2021.

Ayes:

Nays:

Motion:



Victoria Mitchell <vmitchell@berkleymich.net>

Re: Berkley Boards and Commissions Application - Michael Leneway Michael Leneway

1 message

'Michael Leneway Michael Leneway' via Clerk Staff <clerk@berkleymich.net>
Reply-To: mleneway@cranbrook.edu
To: clerk@berkleymich.net

Tue, Feb 23, 2021 at 8:24 AM

Berkley Boards and Commissions Application

Full Name Michael Leneway Michael Leneway

Current Address Street Address: Edgewood Blvd

Email Address

Cell Phone Number

How many years have you lived in Berkley? 1

Indicate which board/commission/committee this application is for: Tree Board

Current Employer: Cranbrook Educational Community

Current Occupation: Landscape Supervisor

Upload Resume [Michael Leneway.pdf](#)

Please outline your specific qualifications for this appointment:

I apologize for my resume not being completely up to date. In addition to what is on it, I have been the Landscape Supervisor at Cranbrook Educational Community since February of 2020. To summarize, I am qualified to be on the Berkley Tree Board because I have:

- BS in Forestry from Michigan Technological University 1997.
- Have had a Michigan Department of Agriculture commercial pesticide license with, among others, the Ornamental Tree category (3B) since 1997 and am experienced in diagnosing and treating various tree diseases.
- Over 23 years of experience in landscape and nursery related fields including almost 21 years at Cranbrook, 2 years at Bordines Nursery in Rochester in their tree and shrub department, and a summer working as a plant health care technician at Davey Tree.
- Spent the last year working with the Oakland County CISMA on invasive plant species on campus at Cranbrook.
- I also spent a summer working at a Boy Scout camp in the Adirondacks as their Ecology Conservation Director and Forest Outpost Director.

At the beginning of this summer program, I took the Natural Interpretation class at SUNY ESF. Essentially, this taught you how to give nature

walks, which I have used often since then both in public outreach at Cranbrook, thru volunteering at the Girl Scouts, and just to help train and educate people about trees.

- I keep abreast on new landscape techniques and research. Most recently, I attended the virtual MIDNR's seminar on hemlocks and woolly adelgids.

Thanks for your time in considering me.

Mike Leneway

March 1, 2021 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the Resolution for updated Poverty Exemption guidelines and establishing a revised application and review process.

Ayes:

Nays:

Motion:

RESOLUTION

Of the Council of the City of Berkley, Michigan **Establishing the Policy and Guidelines for** **Granting an Exemption from Payment of** **Property Taxes**

WHEREAS: Public Act 390 of 1994, as requires that the governing body of each city and township determine and make available to the public the policy and guidelines the Board of Review utilizes in granting reductions in property assessments due to limited income and assets, referred to as “Poverty Exemptions.”

WHEREAS: Public Act 253 of 2020 amended MCL 211.7u related to Poverty Exemptions in the State of Michigan was adopted into law on December 23, 2020.

WHEREAS: It is the intent of the City Council to adopt guidelines in compliance with both of the acts.

NOW THEREFORE, THE BERKLEY CITY COUNCIL RESOLVES:

SECTION 1: To be eligible for a poverty exemption, a person shall do all of the following on an annual basis:

1. Be an owner of, and occupy as a principal residence, the property for which an exemption is requested.
2. The subject property must be classified as a single-family residential parcel or residential condominium property with a valid homeowner’s Principal Residence Exemption (PRE) currently in effect.
3. File a completed application with the Board of Review on a form provided by the city. Such form must be notarized, and all supporting documentation must be included.
4. Submit the most recent year’s copies of the following:
 - a. Federal and State of Michigan Income Tax Returns for all individuals residing in the homestead.
 - b. Most recent Homestead Property Tax Form MI-1040CR-1 (attached to the most current State Income Tax Return).
 - c. Statement from Social Security Administration and/or the Michigan Social Services as to monies paid to applicant(s) during the previous calendar year along with a current Form 4988 Poverty Exemption Affidavit if this is the sole source of income.
5. Produce a copy of the applicant’s valid driver’s license or other form of identification such as a passport or State Identification Card.
6. Produce a copy of the deed, land contract or other evidence of parcel ownership of all real property owned by the applicant if requested by the Board of Review.

SECTION 2: The Board of Review can request any other additional information including additional tax returns, financial statements, land contracts, personal or family trust documents, vehicle titles and any other record or affidavits that the Board may deem necessary in order to make a poverty exemption determination, asset limit determination or income level determination.

SECTION 3: Poverty exemption applications must be filed after January 1st , but before the day prior to the last day of the Board of Review-

SECTION 4: The Board of Review shall follow the policy and guidelines set forth above when granting or denying poverty exemptions requests. The same standards shall apply to each taxpayer within the city claiming the poverty exemption for the assessment year.

SECTION 5: If all items requested are received, reviewed, and approved by the Board of Review and a determination is made that the poverty exemption application meets the established guidelines for household income level and household assets will result in a partial exemption for all approved applicants of 50% of taxable value.

SECTION 6: The applicant's total household income cannot exceed the most current Federal Poverty Guidelines from the prior tax year, set forth by the U.S. Department of Health and Human Services as established by the State Tax Commission-to be updated annually.

SECTION 7: A poverty exemption shall not be granted to any applicant whose assets exceed \$35,000. An applicant's homestead and principal vehicle shall be excluded from consideration as an asset. All other property, including property owned by all other persons residing in the household, shall be included as an asset. Property shall include, but is not limited to: cash, savings, stocks, mutual funds, insurance commodities, coin collections, art, motor vehicles, recreation vehicles, etc.

SECTION 8: Any reduction in the State Equalized Value of a property is granted for one year only and must be applied for and reviewed annually based on the applicant's current situation.

SECTION 9: A poverty exemption shall not be granted to any applicant who owns real property, whether singly or jointly, regardless of location, other than his or her homestead.

SECTION 10: All Notices of Assessment Change and all advertisements of the Board of Review meetings are to include a statement that the resident taxpayer may protest the property assessment, in writing, to the Board of Review.

SECTION 11: To conform to the provisions of PA 253 of 2020, this resolution is hereby given immediate effect and will stay in effect for subsequent years until amended or voided.

Introduced and Passed at a regular meeting of the Berkley City Council on March 1, 2021.

Daniel Terbrack, Mayor

Attest:

Victoria Mitchell, City Clerk

City of Berkley

Finance Department

To: Matt Baumgarten, City Manager

From: Mark Pollock, Finance Director

Subject: Poverty Exemptions

Date: February 23, 2021

I have attached the Resolution for Council consideration and approval for the amended Poverty Exemptions. After assistance from many others, the language on the Resolution meets the requirements of Public Act 253 of 2020 which amended MCL 211.7u related to Poverty Exemptions in the State of Michigan and was adopted into law on December 23, 2020.

One of the main reasons for changes to the Poverty Exemption process is to level the playing field and make sure everyone is treated equally based upon income and asset levels. After discussion with our Assessor, Sarah Beathard we decided that 50% exemption is the level we chose. We also chose to have the Board of Review to review the applications at the July Board of Review.

I have attached the Poverty Exemption Resolution and Application to this memorandum.

OFFICE USE ONLY (Date Stamp)

City of Berkley

2021

Poverty/Hardship
Exemption Application

OFFICE USE ONLY

NAME:

PARCEL NUMBER:

CITY OF BERKLEY BOARD OF REVIEW

City of Berkley Board Policy for Applicants Requesting Consideration Under SECTION 211.7u of the GENERAL PROPERTY TAX ACT OF 1893: THE MICHIGAN HOMESTEAD POVERTY EXEMPTION.

To be eligible, a person shall do all of the following on an annual basis:

1. Be an owner of and occupy, as a principal residence, the property for which an exemption is requested.
2. The subject property must be classified as a single family residential parcel or residential condominium property with a valid homeowner's Principle Residence Exemption (PRE) currently in effect.
3. File a completed application with the Board of Review on a form provided by the city. Such form must be notarized, and all supporting documentation must be included.
4. Submit the most recent year's copies of the following:
 - a. Federal and State of Michigan Income Tax Returns for all individuals residing in the homestead.
 - b. Most recent Homestead Property Tax Form MI-1040CR-1 (attached to the most current State Income Tax Return).
 - c. Statement from Social Security Administration and/or the Michigan Social Services as to monies paid to applicant(s) during the previous calendar year along with a current Form 4988 Poverty Exemption Affidavit if this is the sole source of income.
5. Produce a copy of the applicant's valid driver's license or other form of identification such as a passport or State Identification Card.
6. Produce a copy of the deed, land contract, or other evidence of ownership of all real property owned by the applicant if requested by the Board of Review.

The Board of Review can request any other additional information including additional tax returns, financial statements, land contracts, personal or family trust documents, vehicle titles and any other records or affidavits that the Board may deem necessary in order to make a poverty exemption determination, asset limit determination or income level determination.

Poverty exemption applications will be made available to the public on or before first full week in February of the current year. Completed applications may be brought to the Board of Review on the day of an appointment, but in order to have timely consideration by the Board the application, with supporting documents, should be made available to the Board one week prior to the meeting date.

2021 FEDERAL POVERTY GUIDELINES

US Department of Health & Human Services

STC Bulletin 17 of 2020

Size of Family Unit	Poverty Guidelines
1	\$12,760
2	\$17,240
3	\$21,720
4	\$26,200
5	\$30,680
6	\$35,160
7	\$39,640
8	\$44,120
For each additional person	\$4,480

A poverty exemption shall not be granted to any applicant whose assets exceeds \$35,000. An applicant's homestead and principle vehicle shall be excluded from consideration as an asset. All other property, including property owned by all other persons residing in the household, shall be included as an asset. Property shall include, but is not limited to: cash, savings, stocks, mutual funds, insurance commodities, coin collections, art, motor vehicles, recreation vehicles, etc.

CITY OF BERKLEY

Poverty Exemption Application

Applications may be filed beginning January 1st, but in no event later than the day prior to the last day of the Board of Review.

Application Checklist

To aid you in submitting a complete application, be sure that you complete and attach copies of the following items for your application submission:

- _____ Completed Application
- _____ Copy of Driver's License and/or Valid Identification
- _____ Assessment Change Notice
- _____ Copies of the following executed financial forms (most recent year, 2020) for **all individuals** residing in the homestead, along with relevant support documents (for example W-2 Forms, 1099 Forms, etc.):
 - _____ A. Federal Income Tax Return Form 1040, 1040A, or 1040EZ
 - _____ B. Michigan Income Tax Return Form MI-1040, MI-1040A, or MI1040EZ
 - _____ C. Michigan Homestead Property Tax Credit Claim Form MI-1040CR
 - _____ D. If applicable, a 2020 Social Security Administration or Michigan Social Service statement of income paid to the applicant.
- _____ If applicable, a completed Poverty Exemption Affidavit (Form 4988) for all persons residing in the residence who were not required to file federal or state income tax returns. If you only receive Social Security and do not file taxes please complete Form 4988.

*All requested information must be included with the Poverty Exemption Application. Without the above information the Board will not consider your application.

Application for MCL 211.7u Poverty Exemption

This form is issued under the authority of the General Property Tax Act, Public Act 206 of 1893, MCL 211.7u.

MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893, provides a property tax exemption for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges. This application is to be used to apply for the exemption and must be filed with the Board of Review where the property is located. This application may be submitted to the city or township the property is located in each year on or after January 1.

To be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

PART 1: PERSONAL INFORMATION: Petitioner must list all required personal information.

Petitioner's Name:		Daytime Phone Number:	
Age of Petitioner:	Marital Status:	Age of Spouse:	Number of Legal Dependents:
Property Address of Principal Residence:		City:	State: ZIP Code:
<input type="checkbox"/> Check if applied for Homestead Property Tax Credit		Amount of Homestead Property Tax Credit:	

PART 2: REAL ESTATE INFORMATION: List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.

Property Parcel Code Number:		Name of Mortgage Company:	
Unpaid Balance Owed on Principal Residence:	Monthly Payment:	Length of Time at this Residence:	
Property Description:			

PART 3: ADDITIONAL PROPERTY INFORMATION: List information related to any other property owned by you or any member residing in the household.

<input type="checkbox"/> Check if you own, or are buying, other property. If checked, complete the information below		Amount of Income Earned from Other Property:	
1	Property Address:	City:	State: ZIP Code:
	Name of Owner(s):	Assessed Value:	Date of Last Taxes Paid: Amount of Taxes Paid:
2	Property Address:	City:	State: ZIP code:
	Name of Owner(s):	Assessed Value:	Date of Last Taxes Paid: Amount of Taxes Paid:

PART 4: EMPLOYMENT INFORMATION: List your current employment information.

Name of Employer:			
Address of Employer:	City:	State:	ZIP Code:
Contact Person:	Employer Telephone Number:		

PART 5: INCOME SOURCES: List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRAs (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

PART 6: CHECKING, SAVINGS AND INVESTMENT INFORMATION: List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount of Deposit	Current Interest Rate	Name on Account	Value of Investment

PART 7: LIFE INSURANCE: List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payments	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

PART 8: MOTOR VEHICLE INFORMATION: All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

PART 9: HOUSEHOLD OCCUPANTS: List all persons living in the household.

First and Last Name	Age	Relationship to Applicant	Place of Employment	\$ Contribution to Family Income

PART 10: PERSONAL DEBT: List all personal debt for all household members.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

PART 11: MONTHLY EXPENSE INFORMATION: The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating	Electric	Water	Phone
Cable	Food	Clothing	Health Insurance
Garbage	Daycare	Car Expenses (gas, repair, etc.)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	

NOTICE: Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year must be submitted with this application. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year.

PART 12: POLICY AND GUIDELINES ACKNOWLEDGMENT:

The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under MCL 211.7u. In order to be eligible for the exemption, the applicant must meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit so long as the alternative guidelines do not provide income eligibility requirements less than the federal guidelines. The policy and guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets. The combined assets of all persons must not exceed the limits set forth in the guidelines adopted by the local assessing unit.

<input type="checkbox"/> The applicant has reviewed the applicable policy and guidelines adopted by the city or township, including the specific income and asset levels of the claimant and total household income and assets.

PART 13: CERTIFICATION:

I hereby certify to the best of my knowledge that the information provided in this form is complete, accurate and I am eligible for the exemption from the property taxes pursuant to Michigan Compiled Law, Section 211.7u.		
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Printed Name	Signature	Date

This application shall be filed after January 1, but before the day prior to the last day of the local unit’s December Board of Review.

Decision of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. A July or December Board of Review decision may be appealed to the Michigan Tax Tribunal by petition within 35 days of decision. A copy of the Board of Review decision must be included with the petition.

Michigan Tax Tribunal
PO Box 30232
Lansing MI 48909

Phone: 517-335-9760
E-mail: taxtrib@michigan.gov

Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u.

INSTRUCTIONS: When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, _____, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: _____

Signature of Person Making Affidavit

Date

March 1, 2021 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to authorize the City Manager to sign the Application for Additional Service Credit Purchase for Susan Reddin approving two years of additional service credit. This service credit purchase is allowed by the City of Berkley MERIT System of Human Resource Management Section 1001.08 and meets all of the requirements of the MERS Plan Document.

Ayes:

Nays:

Motion:

City of Berkley-Finance Department

Memorandum

To: Matt Baumgarten, City Manager
From: Mark Pollock, Finance Director
Date: February 22, 2021
Subject: Application for Additional Service Purchase Credit

We have placed on the Council Agenda a motion for Council to approve by your signature and submittal to MERS an application for additional service credit from MERIT System employee Susan Reddin.

I have attached the MERIT System Section 1001.08 which describes how an employee is eligible for this additional service credit purchase. Sue has met all of the eligibility requirements for this service purchase, and the Application for Additional Service Credit Purchase needs your signature and approval once Council approves the purchase. The City and Sue have until April 1st to submit the payment and application to complete the purchase of the service credit. This also complies with the MERS Plan Document requirements. We will then send the signed application to MERS along with the Certification of Qualified Fund Rollover to MERS for Sue's portion of the payment and they will confirm the final actual cost and invoice the City for their portion of the final cost.

All employees who meet the qualifications in this MERIT section are entitled to purchase up to 24 months of added service time. The current estimate from MERS is \$37,142, of which the employee will pay \$5,883 and the City would pay the balance of \$31,259. As with the service time purchase of the previous employees who have elected to purchase service time, this option costs the City less in a one-time lump sum amount than we would pay to MERS in retirement costs over two years of the individual continuing to work. This is because the calculation utilizes a formula that approximates the net present value of the service cost which is lower than the future cost over time.

Feel free to call or e-mail me if you have any questions.

Application for Additional Service Credit Purchase

Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

This estimate is only valid for two months after February 1, 2021, the effective date of this calculation.

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

Participant Information

Susan Reddin

Date of Birth:

Age:

FAC as of calculation date:

Employer Information

Berkley, City of

6304 / 01

Benefit Program

Service Credit

Earned service credit as of calculation date: Vesting Only

Service:

Other Governmental Service used for

Eligibility (MERS or Act 88):

Type of Credited Service to be Purchased: Generic

Amount of additional service requested: 2 years, 0 months

Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
Before Proposed Purchase	10/1/2021						2.5%		\$25,752.72
After Proposed Purchase	10/1/2021						2.5%		\$28,753.08

Estimated Cost of This Service Credit Purchase: \$37,142.00

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

Section 2: Calculation Assumptions

1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant’s date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.00% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

5. Investment Assumption

The current investment return assumption for service credit purchase is 6.35%.

6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

Section 3: Certification and Authorization

PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

Participant Signature

Date

GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on _____, as provided by the MERS Plan Document, and in accordance with the employer’s policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official

Date

Title

MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

March 1, 2021 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to authorize the amendment of the 2020-2021 Budget as presented.

Ayes:

Nays:

Motion:

City of Berkeley

Finance Department

To: Matt Baumgarten, City Manager

From: Mark Pollock, Finance Director

Subject: Budget Amendments

Date: February 23, 2021

Attached are the proposed Budget Amendments for the fiscal year ending 6/30/2021 for City Council approval. This second round of budget amendments are for the amendments needed at the half-way point of the fiscal year. Each fund shows the impact of the proposed new amendments on the final estimated fund balance.

These amendments would decrease the annual general fund deficit from (\$2,258,144) to (\$2,047,694). The biggest addition to revenue is for CARES Grant monies for COVID-19 reimbursements, which are estimated to be \$820,000. The largest increase in expenditures are due to much higher than estimated health care costs. Many of our employees and retirees are choosing to do elective procedures that have a higher cost for our partially self-insured health care plan. We do expect the monthly costs will decrease some prior to the June 30th fiscal year end. As the spreadsheet shows, our General Fund reserve balance would end the year at \$4,413,278 if revenue and expenditure amounts match their amended amounts.

The other fund budget amendments show that we would still end the year with a surplus in our Major Street Fund ending the year at \$2,120,545. Our Local Street Fund would have an increase in our estimated deficit of \$15,290 for an estimated annual deficit of \$332,483. This would leave our year-end fund balance in Local Streets of \$679,719.

Our proposed amendments to Solid Waste would adjust our estimated year-end fund balance to \$165,360. Water & Sewer has two larger amendments to cover the increase in work completed for Concrete Repair from fixes for water and sewer projects and to cover the large increase in health care costs for the current fiscal year. We estimate a deficit at year end for Water & Sewer of (\$2,531,054) which would lower our retained earnings to \$15,151,560.

For our Recreation Revolving Fund we still have many uncertainties due to COVID-19. If we are unable to host some of our annual events, both the revenues and expenses will decrease significantly, much like the final quarter of last fiscal year. We did make a couple of minor amendments in the Recreation Revolving Fund which would still leave our year end fund balance very low at \$5,303.

The DDA Fund has a couple of proposed budget amendments that would increase their estimated deficit to (\$164,704). If all estimated revenue and expenditures are as budgeted, the year end fund balance is estimated to \$160,687.

On the spreadsheet, each fund has the summary of fund balance impact on the bottom of each fund's proposed budget amendments. I recommend that City Council approve all of these budget amendments. I will send an updated Revenue and Expenditure report for January 31, 2021 during March 2021 that will show these budget amendments.

Budget Amendments 2020-2021

FUND 101-GENERAL FUND		Feb-21	2020-2021		(Increase)/Decrease	2020-2021
Department	Account Name		Original Budget	Reason For Amendment	Amendment Amt	Amended Budget
Revenues						
101-001-485-000	MARIHUANA APPLICATION LICENSE	\$	-	Additional Apps Recorded after 7/1/2020	\$ (40,000.00)	\$ 40,000.00
101-001-528-000	OTHER FEDERAL GRANTS	\$	-	COVID-19 Grant Receipts	\$ (820,000.00)	\$ 820,000.00
101-001-658-000	TRAFFIC FINES	\$	200,000.00	COVID-19 Considerations	\$ 70,000.00	\$ 130,000.00
Net Revenue Increased Budget					\$ (790,000)	

Department	Account Name	2020-2021	Description	Increase/(Decrease)	2020-2021
		Original Budget	2020-2021	Amendment Amt	Amended Budget
Dept 191 - ELECTIONS/CITY CLERK					
101-191-729-000	STATIONARY	\$ 5,500.00	Extra Supplies from Election due to Absentee	\$ 2,000.00	\$ 7,500.00
101-191-818-000	CONTRACTUAL SERVICES	\$ 34,145.00	Additional Services due to Absentee	\$ 10,000.00	\$ 44,145.00
101-191-901-000	ADVERTISING	\$ 1,500.00	Additional Ads due to COVID-19	\$ 500.00	\$ 2,000.00
Dept 265 - CITY HALL					
101-265-921-000	PROPERTY TAXES	\$ 6,100.00	Additional Taxes on Home Purchases	\$ 4,100.00	\$ 10,200.00
Dept 270 - CORONAVIRUS EXPENSE TRACKING					
101-270-785-000	CORONAVIRUS EXPENSES	\$ -	Additional COVID-19 Expenses	\$ 35,000.00	\$ 35,000.00
Dept 302 - PUBLIC SAFETY ADMINISTRATION					
101-302-803-000	MEMBERSHIPS	\$ 595.00	Added Memberships Admin	\$ 250.00	\$ 845.00
101-302-960-000	PROFESSIONAL DEVELOPMENT	\$ 4,500.00	Added Admin Training	\$ 500.00	\$ 5,000.00
Dept 306 - DISPATCHERS/SERVICE AIDES					
101-306-835-000	DISPATCH MEDICAL EXPENSES	\$ 905.00	Added Dispatch Expenses	\$ 400.00	\$ 1,305.00
101-306-976-306	BUILDING IMPROVEMENTS-DISPATCH	\$ -	Completion of Dispatch Remodel	\$ 5,000.00	\$ 5,000.00
Dept 307 - ANIMAL CONTROL					
101-307-985-000	VEHICLES	\$ -	Additional Equipment for AC Vehicle	\$ 5,000.00	\$ 5,000.00
Dept 310 - PUBLIC SAFETY OPERATIONS					
101-310-743-000	CHEMICALS	\$ 250.00	Additional Chemicals due to COVID-19	\$ 300.00	\$ 550.00
101-310-939-001	FIRE TRUCK MAINTENANCE	\$ 30,000.00	Additional Maintenance Fire Vehicles	\$ 5,000.00	\$ 35,000.00
101-310-818-012	BLOOD DRAWS	\$ 4,000.00	Additional Draws COVID-19	\$ 1,500.00	\$ 5,500.00
101-310-976-000	BUILDING IMPROVEMENTS	\$ -	Additional Building Improvements	\$ 30,000.00	\$ 30,000.00
101-310-984-000	RADIO EQUIPMENT	\$ 10,000.00	Moved ahead future Radio Purchase from OC	\$ 80,000.00	\$ 90,000.00
101-310-985-000	VEHICLES	\$ 87,778.00	Additional Equipment for New Vehicles	\$ 5,000.00	\$ 92,778.00
101-310-991-005	SCBA EQUIPMENT	\$ 3,000.00	Moved Ahead Replacement	\$ 3,000.00	\$ 6,000.00
Dept 371 - BUILDING DEPARTMENT					
101-371-724-000	UNEMPLOYMENT	\$ -	Moved Ahead Replacement	\$ 6,000.00	\$ 6,000.00
Dept 442 - PUBLIC WORKS GARAGE					
101-442-709-000	OVERTIME	\$ 15,000.00	Additional OT due to COVID-19	\$ 10,000.00	\$ 25,000.00
101-442-939-000	VEHICLE MAINTENANCE	\$ 36,000.00	Additional Maintenance required	\$ 14,000.00	\$ 50,000.00
Dept 738 - LIBRARY					
101-738-731-000	BOOKS / PERIODICALS	\$ 7,800.00	Additional Purchases COVID-19 Curbside	\$ 5,000.00	\$ 12,800.00
101-738-731-001	DOWNLOADABLE CONTENT	\$ 12,400.00	Additional Content due to COVID-19	\$ 7,000.00	\$ 19,400.00
Dept 952 - ACTIVE EMPLOYEE BENEFITS					
101-952-716-500	HEALTH CARE COSTS - BC/BS	\$ 400,800.00	Health Costs are Significantly Higher this Year	\$ 250,000.00	\$ 650,800.00
Dept 954 - BENEFITS-MERS RETIREES					
101-954-718-100	MERS-SERVICE CREDIT PURCHASE	\$ -	Three Possible Service Purchases this Yr	\$ 100,000.00	\$ 100,000.00
General Fund Totals		\$ 660,273.00		\$ 579,550.00	\$ 1,239,823.00

Beginning GF Fund Balance 7/1/2020	\$ 6,460,972	Original Estimated Budget Deficit 6/30/2021	\$ (2,258,144)
Estimated Amended Budget Deficit	\$ (2,047,694)	Amended Net Budget Revenues	\$ 790,000
Estimated Ending GF FB 6/30/2021	\$ 4,413,278	Amended Net Budget Expenditures	\$ (579,550)
		Amended Net Decrease in Budget Deficit	\$ 210,450
		Amended Budget Deficit 6/30/2021	\$ (2,047,694)

Budget Amendments 2020-2021

FUND 202-MAJOR STREETS		2020-2021		Increase/(Decrease)	2020-2021
<u>Department</u>	<u>Account Name</u>	<u>Original Budget</u>	<u>Description</u>	<u>Amendment Amt</u>	<u>Amended Budget</u>
Dept 475 - STREET SIGNS 202-475-758-000	PROGRAM SUPPLIES	\$ 5,000.00	Additional Replacements Street Signs	\$ 800.00	\$ 5,800.00
Major Streets Totals		\$ 5,000.00	Major Streets Totals	\$ 800.00	\$ 5,800.00

Major St FB 7/1/2020	\$ 1,956,157	Original Estimated Budget Surplus 6/30/2021	\$ 165,188
Estimated Amended Budget Surplus	\$ 164,388	Amended Net Budget Revenues	\$ -
Estimated Ending MS FB 6/30/2021	\$ 2,120,545	Amended Net Budget Expenditures	\$ (800)
		Amended Net Increase in Budget Surplus	\$ (800)
		Amended Budget Surplus 6/30/2021	\$ 164,388

FUND 203-LOCAL STREETS		2020-2021		Increase/(Decrease)	2020-2021
<u>Department</u>	<u>Account Name</u>	<u>Original Budget</u>	<u>Description</u>	<u>Amendment Amt</u>	<u>Amended Budget</u>
Dept 468 - STREET TREES 203-468-940-000	EQUIPMENT RENTAL	\$ 2,050.00	Additional Equipment Usage	\$ 2,950.00	\$ 5,000.00
Dept 469 - CATCH BASINS 203-469-758-000	PROGRAM SUPPLIES	\$ 7,000.00	Extra Catch Basin Cleaning	\$ 6,000.00	\$ 13,000.00
Dept 475 - STREET SIGNS 203-475-758-000 203-475-933-000	PROGRAM SUPPLIES EQUIPMENT MAINTENANCE	\$ 7,000.00 \$ 3,660.00	Extra Catch Basin Cleaning Equipment for Extra Street Signs	\$ 5,000.00 \$ 1,340.00	\$ 12,000.00 \$ 5,000.00
Local Streets Total		\$ 19,710.00	Local Streets Total	\$ 15,290.00	\$ 35,000.00

Local St FB 7/1/2020	\$ 1,012,202	Original Estimated Budget Deficit 6/30/2021	\$ (317,193)
Estimated Amended Budget Deficit	\$ (332,483)	Amended Net Budget Revenues	\$ -
Estimated Ending LS FB 6/30/2021	\$ 679,719	Amended Net Budget Expenditures	\$ (15,290)
		Amended Net Increase in Budget Deficit	\$ (15,290)
		Amended Budget Deficit 6/30/2021	\$ (332,483)

FUND 226-SOLID WASTE	Feb-21	2020-2021		(Increase)/Decrease	2020-2021
<u>Department</u>	<u>Account Name</u>	<u>Original Budget</u>	<u>Reason For Amendment</u>	<u>Amendment Amt</u>	<u>Amended Budget</u>
Revenues Dept 001 - REVENUES 226-001-629-003	SPECIAL TRASH	\$ 4,500.00	Additional Businesses Added to Spec Trash	\$ (20,500.00)	\$ 25,000.00
Net Revenue Increased Budget				\$ (20,500.00)	

	2020-2021		Increase/(Decrease)	2020-2021
<u>Account Name</u>	<u>Original Budget</u>	<u>Description</u>	<u>Amendment Amt</u>	<u>Amended Budget</u>
Expenditures Dept 528 - SOLID WASTE SERVICES 226-528-940-000	\$ 81,500.00	Additional Equipment Rental Leaf Pickup	\$ 12,000.00	\$ 93,500.00
Dept 952 - ACTIVE EMPLOYEE BENEFITS 226-952-716-500	\$ 4,160.00	Additional Health Care Costs	\$ 5,840.00	\$ 10,000.00
Solid Waste Total	\$ 85,660.00	Solid Waste Total	\$ 17,840.00	\$ 103,500.00

Solid Waste FB 7/1/2020	\$ 191,823	Original Estimated Budget Deficit 6/30/2021	\$ (29,123)
Estimated Amended Budget Deficit	\$ (26,463)	Amended Net Budget Revenues	\$ 20,500
Estimated Ending SW FB 6/30/2021	\$ 165,360	Amended Net Budget Expenditures	\$ (17,840)
		Amended Net Decrease in Budget Deficit	\$ 2,660
		Amended Budget Deficit 6/30/2021	\$ (26,463)

Budget Amendments 2020-2021

Fund 592 - WATER AND SEWER		2020-2021		Description	Increase/(Decrease) Amendment Amt	2020-2021 Amended Budget
Department	Account Name	Original Budget				
Expenditures						
Dept 536 - WATER & SEWER SERVICE						
592-536-940-001	EQUIPMENT RENTAL - VENDOR	\$ 1,000.00		Additional Equipment Rental	\$ 2,200.00	\$ 3,200.00
592-536-982-000	CONCRETE REPAIR	\$ 90,000.00		Additional Road Concrete from Water Main	\$ 160,000.00	\$ 250,000.00
Dept 537 - STORM SEWER SYSTEM						
592-537-744-000	UNIFORMS	\$ 1,200.00		Additional Uniform replacements	\$ 500.00	\$ 1,700.00
Dept 952 - ACTIVE EMPLOYEE BENEFITS						
592-952-716-500	HEALTH CARE COSTS - BC/BS	\$ 63,000.00		Additional Health Care Costs	\$ 97,000.00	\$ 160,000.00
Water & Sewer Total		\$ 155,200.00		Water & Sewer Total	\$ 259,700.00	\$ 414,900.00

Water & Sewer FB 7/1/2020	\$ 17,682,614	Original Estimated Budget Deficit 6/30/2021	\$ (2,271,354)
Estimated Amended Budget Deficit	<u>(2,531,054)</u>	Amended Net Budget Revenues	\$ -
Estimated Ending SW FB 6/30/2021	<u>\$ 15,151,560</u>	Amended Net Budget Expenditures	<u>\$ (259,700)</u>
		Amended Net Increase in Budget Deficit	<u>\$ (259,700)</u>
		Amended Budget Deficit 6/30/2021	<u>\$ (2,531,054)</u>

Fund 614 - RECREATION REVOLVING		2020-2021		Description	Increase/(Decrease) Amendment Amt	2020-2021 Amended Budget
Department	Account Name	Original Budget				
Expenditures						
Dept 105 - PARKS AND REC ADMINISTRATION						
614-105-724-000	UNEMPLOYMENT	\$ -		Previous Year Filings of Unemployment	\$ 1,000.00	\$ 1,000.00
614-105-920-001	PARK CONCESSION WATER	\$ -		Prorated Water Usage for Park Area	\$ 1,500.00	\$ 1,500.00
Recreation Revolving Total		\$ -		Recreation Revolving Total	\$ 2,500.00	\$ 2,500.00

Recreation Revolving FB 7/1/2020	\$ 705,512	Original Estimated Budget Deficit 6/30/2021	\$ (698,709)
Estimated Amended Budget Deficit	<u>(700,209)</u>	Amended Net Budget Revenues	\$ -
Estimated Ending RR FB 6/30/2021	<u>\$ 5,303</u>	Amended Net Budget Expenditures	<u>\$ (1,500)</u>
		Amended Net Increase in Budget Deficit	<u>\$ (1,500)</u>
		Amended Budget Deficit 6/30/2021	<u>\$ (700,209)</u>

Fund 814 - DDA		2020-2021		Description	Increase/(Decrease) Amendment Amt	2020-2021 Amended Budget
Department	Account Name	Original Budget				
Expenditures						
Dept 952 - ACTIVE EMPLOYEE BENEFITS						
814-952-716-000	DENTAL/VISION/LIFE-LTD/RHCS	\$ 102.00		Adjusted Budget for DDA Director	\$ 898.00	\$ 1,000.00
814-952-716-500	HEALTH CARE COSTS - BC/BS	\$ -		Added Health Care for DDA Director	\$ 10,000.00	\$ 10,000.00
814-952-718-000	RETIREMENT-DB MERS	\$ -		Added MERS Retirement Cost for DDA Director	\$ 26,000.00	\$ 26,000.00
Recreation Revolving Total		\$ 102.00		Recreation Revolving Total	\$ 36,898.00	\$ 37,000.00

DDA FB 7/1/2020	\$ 325,391	Original Estimated Budget Deficit 6/30/2021	(127,806)
Estimated Amended Budget Deficit	<u>(164,704)</u>	Amended Net Budget Revenues	0
Estimated Ending DDA FB 6/30/2021	<u>\$ 160,687</u>	Amended Net Budget Expenditures	<u>(36,898)</u>
		Amended Net Increase in Budget Deficit	<u>(36,898)</u>
		Amended Budget Deficit 6/30/2021	<u>(164,704)</u>