

**CITY OF BERKLEY PUBLIC NOTICE  
ELECTRONIC CITY COUNCIL MEETING  
7:00 P.M. MONDAY, JANUARY 4, 2021  
248-658-3300**

**CALL 38<sup>th</sup> COUNCIL TO ORDER  
APPROVAL OF AGENDA  
INVOCATION — PASTOR ADAM GROH  
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 38<sup>th</sup> Special City Council Meeting on December 15, 2020 and the Regular City Council Meeting on Monday, December 21, 2020.

**Regular Agenda**

1. **MOTION NO. M-01-21:** Motion to [approve the appointments](#) to various boards and commissions.
2. **MOTION NO. M-02-21:** Motion to [consider an Interlocal Agreement](#) with Oakland County to allow the City to participate in the Restaurant Relief Program and authorize the City Manager to sign on the City's behalf.
3. **RESOLUTION NO. R-01-21:** Matter of [authorizing a resolution](#) to amend rules for electronic meetings.

**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](mailto: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, DECEMBER 21, 2020 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 Gavin moved to approve the Agenda  
Seconded by Councilmember Hennen  
Ayes: Blanchard, Dean, Gavin, Hennen, Price, Baker, and Terbrack  
Nays: None  
Motion Approved.

**INVOCATION:** Pastor Zack Dunlap

**PUBLIC COMMENT – ITEMS ON THE AGENDA**

There was no one present wishing to speak.

***Consent Agenda***

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

**APPROVAL OF THE MINUTES:** Matter of approving the minutes of the 38<sup>th</sup> Regular City Council Meeting on Monday, December 7, 2020.

**RESOLUTION NO. R-45-20:** Matter of authorizing a resolution of the Council of the City of Berkley, Michigan recognizing and celebrating Robert Damery on the occasion of his 100<sup>th</sup> birthday.

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

***Regular Agenda***

**PRESENTATION:** Matter of recognizing the 2020 Berkley Beautification Advisory Committee Holiday Spirit Award recipients.

Mr. Dan Mihaescu, Chair of the Beautification Advisory Committee, recognized each Committee member by name along with Councilmember Natalie Price who serves as Council liaison. He stated they all helped canvass the city to look for those deserving of the Holiday Spirit Award. Mr. Mihaescu said as always, the homes were amazing and it was hard to narrow down the winners. He provided a

presentation of all of the winning homes. The 2020 Berkley Beautification Advisory Committee Holiday Spirit Award recipients are 4039 Kenmore, 1615 Wiltshire, 1616 Wiltshire, 4252 Prairie, 2343 Phillips, 2369 Phillips, 2120 Kipling, 2020 Kipling, 3665 Buckingham, 2958 Buckingham, 1349 Oxford, 2935 Cummings, 1716 Rosemont, 2279 Oakshire, 2075 Bacon, 3675 Kenmore, 3695 Robina, 3774 Kenmore, 1851 Franklin, and 2312 Buckingham.

Mayor Terbrack thanked everyone involved and the honored families for going above and beyond especially this year during a time when everyone is looking for some joy.

Councilmember Price thanked everyone involved. She said she is so thankful to her neighbors and all of the other homes for making the streets more festive and fun.

**MOTION NO. M-68-20:** Motion to approve the Mayor and City Manager to enter into an Intergovernmental Agreement for Lockup Services, Animal Control Services, Use of the Berkley DPS Range, and Dispatch Services between the City of Berkley and the City of Pleasant Ridge for a \$6,500 fixed yearly fee for each full-time equivalent (FTE) reflected in the Michigan Commission on Law Enforcement Standards (MCOLES) Fall Semi-Annual Law Enforcement Distribution Report for Pleasant Ridge Police Department. This Agreement shall be effective for a term commencing approximately March 1, 2021 and continuing until June 30, 2023.

Councilmember Blanchard moved to approve Motion No. M-68-20

Seconded by Mayor Pro Tem Dean

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

Nays: None

Motion Approved.

**MOTION NO. M-69-20:** Matter of authorizing Hubbell, Roth & Clark (HRC) for engineering design services related to the 2021 Sidewalk Replacement Program at a cost not to exceed \$20,097 from the Sidewalk Fund, account number 470-938-821-000.

Councilmember Gavin moved to approve Motion No. M-69-20

Seconded by Councilmember Hennen

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

Nays: None

Motion Approved.

**MOTION NO. M-70-20:** Matter of approving the Intergovernmental Agreement between the City of Berkley and the Berkley School District for Shared Resources and Services.

Councilmember Price moved to approve Motion No. M-70-20

Seconded by Councilmember Blanchard

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

Nays: None

Motion Approved.

**PUBLIC HEARING:** Matter of holding a Public Hearing regarding the updated Parks & Recreation Master Plan.

The public hearing opened at 7:32 p.m.

There was no one present wishing to speak.

The public hearing closed at 7:33 p.m.

**RESOLUTION NO. R-46-20:** Matter of authorizing a resolution of the Council of the City of Berkley, Michigan adopting the Five-Year Recreation Master Plan for the period of 2021-2025.

Mayor Pro Tem Dean moved to approve Resolution No. R-46-20

Seconded by Councilmember Price

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

Nays: None  
Motion Approved.

**RESOLUTION NO. R-47-20:** Matter of authorizing a resolution of the Thirty-eighth Council of the City of Berkley, Michigan designating the time and place of City Council Meetings and its Rules and Order of Procedure.

Councilmember Gavin moved to approve Resolution No. R-47-20  
Seconded by Councilmember Blanchard  
Ayes: Blanchard, Dean, Gavin, Hennen, Price, Baker, and Terbrack  
Nays: None  
Motion Approved.

**CLOSED SESSION:** Matter of considering whether to meet in closed session to consult with the City's attorneys regarding trial or settlement strategy in connection with specific pending litigation, specifically Doot, et al v City of Berkley, et al; Hanover Insurance Group v City of Berkley; and Jacob v City of Berkley, Oakland County Circuit Court Case Nos. 2017-157459-NZ, 2017-160247-NZ, and 2019-178474-NZ, respectively.

Councilmember Baker moved to meet in closed session  
Seconded by Mayor Pro Tem Dean  
Ayes: Dean, Gavin, Hennen, Price, Baker, Blanchard, and Terbrack  
Nays: None  
Motion Approved.

A closed session of the 38<sup>th</sup> Council of the City of Berkley, Michigan was called to order at 8:05 p.m. 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

Mayor Pro Tem Dean moved to adjourn the closed session at 8:26 p.m.  
Seconded by Councilmember Blanchard  
Ayes: Gavin, Hennen, Price, Baker, Blanchard, Dean, and Terbrack  
Nays: None  
Motion Approved.

The regular meeting of the 38<sup>th</sup> Council of the City of Berkley, Michigan was called back to order at 8:27 p.m. 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

**MOTION NO. M-71-20:** Matter of authorizing Class Action Settlement Agreement to compromise and settle pending litigation, specifically Doot, et al v City of Berkley, et al; Hanover Insurance Group v City of Berkley; and Jacob v City of Berkley, Oakland County Circuit Court Case Nos. 2017-157459-NZ, 2017-160247-NZ, and 2019-178474-NZ, respectively, and further authorizing the City's Attorneys

to sign on behalf of the City any necessary documents and undertake appropriate actions to finalize the settlement.

Councilmember Hennen moved to approve Motion No. M-71-20

Seconded by Mayor Pro Tem Dean

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

Nays: None

Motion Approved.

## **PUBLIC COMMENT – ITEMS NOT ON THE AGENDA**

There was no one present wishing to speak.

## **COMMUNICATIONS**

**COUNCILMEMBER PRICE:** thanked all of the city leaders, department heads, and the rest of the city staff who continue to serve the residents well, despite the global pandemic. Councilmember Price said the Berkley Public Library continues to offer curbside pickup and door/porch delivery. She stated the library is also checking out hot spots to residents. She said for anyone not familiar with a hot spot, it is usually a wallet-size device that allows someone to connect to the internet from anywhere they are. She said anyone who does not have the ability to access the internet at their home or vacation spot, they may check one out for free with their library card. Councilmember Price said she encourages everyone to receive the Covid vaccine when they have the opportunity. She said in the meantime, we can protect ourselves and each other by staying home as much as possible and wearing a mask when we go out in public. Councilmember Price wished a Merry Christmas to all those who celebrate, and a Happy New Year to all.

**COUNCILMEMBER BLANCHARD:** wished Mr. Robert Damery an incredibly happy 100<sup>th</sup> birthday. He also thanked the Berkley American Legion Post 374 for conducting a food drive and providing Christmas food baskets that were delivered to 18 veterans' homes around the area. He said the Legion also received a grant from the county to assist with veteran support. Councilmember Blanchard asked everyone to remember to support our local businesses and especially our restaurants as they are open for carryout. He stated don't forget to tip. Councilmember Blanchard wished everyone a Merry Christmas and Happy New Year, and asked everyone to stay safe and watch those Christmas trees for fire hazards.

**COUNCILMEMBER BAKER:** complimented city staff and the residents for doing what they could to make this year as safe as it could be. He also thanked them for making their voices heard. Councilmember Baker said the Technology Advisory Committee met on December 9<sup>th</sup> and the next meeting is scheduled for February 17<sup>th</sup>. He discussed the potential for cyber-attacks and said to be safe while online. Councilmember Baker said the Historical Committee met on November 10<sup>th</sup> and the next meeting is scheduled on January 12<sup>th</sup>. He stated the special, limited-edition holiday mugs are still available and to contact city hall or email the museum directly at [museum@berkleymich.net](mailto:museum@berkleymich.net) for more information. Councilmember Baker said the Downtown Development Authority board last met on December 9<sup>th</sup> and members will meet again on January 13<sup>th</sup>. He stated Merry Month festivities continue. He said people may still participate in the Shop Main Street raffle opportunity to win up to \$750 of downtown Berkley bucks. He said all you need to do is shop in the downtown area and email a picture of your receipt with the date and time stamp to [marketing@downtownberkley.com](mailto:marketing@downtownberkley.com). Councilmember Baker said there is also a winter-themed scavenger hunt taking place, which is a socially-distant and fun event continuing through February 1<sup>st</sup>. He said the first three individuals to successfully complete the hunt will receive \$50 in downtown Berkley bucks. He said to contact [marketing@downtownberkley.com](mailto:marketing@downtownberkley.com) for more details. Councilmember Baker asked everyone to please continue to stay safe as the vaccine is just around the corner. He said that does not mean we should let our guards down. He said the holidays are going to be very different and unique and hopefully these times will pass soon. He said we all need to remain vigilant.

Councilmember Baker wished everyone a safe and happy holiday. He said to live up to the Berkley motto, "We care."

**MAYOR PRO TEM DEAN:** stated the Parks and Recreation Department continues to provide outdoor recreation ideas on Facebook. She said there will be individually guided recreation opportunities beginning in January. She stated the Department looks forward to reopening when it is safe to do so. Mayor Pro Tem Dean again congratulated the winners of the Holiday Spirit Awards. She stated she has enjoyed driving around and admiring all of the efforts residents have made to brighten these dark days. Mayor Pro Tem Dean wished everyone a very happy holiday and a healthy and Happy New Year.

**COUNCILMEMBER HENNEN:** stated he had nothing to report tonight from the Zoning Board of Appeals and Tree Board. Councilmember Hennen wished everyone happy holidays, asked everyone to remain safe, and said he is looking forward to a better year in 2021.

**COUNCILMEMBER GAVIN:** stated the Planning Commission met last week and discussed projections and setbacks both above and below ground. He stated they also discussed regulations for exterior appliances. He said the next Planning Commission meeting will take place 7 p.m. Tuesday, January 26<sup>th</sup>. Councilmember Gavin stated the Environmental Advisory Committee has not met since the last city council meeting and will meet at 6:30 p.m. on January 21<sup>st</sup>. Councilmember Gavin said the Master Plan Steering Committee had a great discussion on Greenfield Road housing and other important topics. Councilmember Gavin wished everyone a wonderful holiday and again offered a big thank you to Dan and Ella, along with the entire Beautification Advisory Committee, for creating such great events. He said he really enjoys seeing the homes that go all out. Councilmember Gavin thanked city staff members for their adaptability, commitment, and effort. He said he is thankful for everyone this year including committee members, residents, city staff, and his colleagues on Council. He said he is also thankful for friends and family and thanked everyone for their dedication to staying safe. He said for everyone to stay happy as we have the holidays coming up.

**CITY MANAGER BAUMGARTEN:** thanked council members for their words of encouragement for city staff. He said this year has been very difficult and he has been very proud of the adaptability that city staff has shown. He said we continue to keep services high and we definitely look forward to the day where we can reopen all of our buildings and welcome everyone back. He stated we all got into public service for the public portion of it and right now it is all service and no public. He said this New Year's Eve will be more saying goodbye to 2020 than celebrating the beginning of 2021. Mr. Baumgarten said from city staff and the Baumgarten family, happy holidays and a happy 2021.

**ATTORNEY STARAN:** commended and applauded city council as well as the city manager and his administration on navigating their way through a very difficult year with no past history or playbook to use for navigation. He wished everyone a Merry Christmas, happy holidays, and best wishes for what he surely hopes will be a happier, healthier, and more peaceful 2021.

**MAYOR TERBRACK:** wished Robert Damery a happy 100<sup>th</sup> birthday. He stated it was unfortunate that they could not honor him in-person during a meeting. He said as Councilmember Blanchard said earlier, he looks forward to doing that next year for his 101<sup>st</sup> birthday. Mayor Terbrack thanked Councilmember Hennen for continuing the tradition of our elected officials by representing our community across the state as he participated in a Michigan Municipal League panel for newly elected officials on December 16<sup>th</sup>. Mayor Terbrack said 2020 wasn't great. He said dwelling on the past doesn't take away though from the pain, frustration, fear, loss and the anxiety that all of us felt at one time or another throughout the year. Mayor Terbrack said the City has shown incredible resilience and strength and will continue to show these traits. He said he looks forward to a 2021 full of health, Berkley Days, Berkley Art Bash, Lids for Kids, Summerfest, Winterfest, CruiseFest, Holiday Lights Parade, and so many more events that Berkley hosts. Mayor Terbrack said he hopes everyone has a very Merry Christmas, happy holidays, and thanked everyone who helped us and our community get through this past year.

**ADJOURNMENT**

Councilmember Baker moved to adjourn the Regular Meeting at 8:51 p.m.

Seconded by Mayor Pro Tem Dean

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

Nays: None

Motion Approved.

**THE ELECTRONIC SPECIAL MEETING OF THE THIRTY-EIGHTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 6:00 PM ON TUESDAY, DECEMBER 15, 2020 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 Blanchard moved to approve the Agenda

Seconded by Mayor Pro Tem Dean

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

Nays: None

Motion Approved.

**PUBLIC COMMENT – ITEMS ON THE AGENDA**

There was no one present wishing to speak.

**CLOSED SESSION:** To consider whether to meet in closed session to consult with the City's attorneys regarding trial or settlement strategy in connection with specific pending litigation, specifically Fire Farm, LLC, et al v City of Berkley, et al and Yellow Tail Ventures Inc, et al v City of Berkley, et al, Oakland County Circuit Court Case Nos. 2020-184754-CZ and 2020-184751-CZ.

Councilmember Gavin moved to meet in closed session

Seconded by Councilmember Baker

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

Nays: None

Motion Approved.

A closed session of the 38<sup>th</sup> Council of the City of Berkley, Michigan was called to order at 6:10 p.m. 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

Councilmember Blanchard moved to adjourn the closed session at 7:05 p.m.

Seconded by Mayor Pro Tem Dean

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

Nays: None

Motion Approved.

The regular meeting of the 38<sup>th</sup> Council of the City of Berkley, Michigan was called back to order at 7:06 p.m. 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

**ADJOURNMENT**

Councilmember Price moved to adjourn the Regular Meeting at 7:09 p.m.

Seconded by Councilmember Hennen

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

Nays: None

Motion Approved.

January 4, 2021 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve the appointments to various Boards and Commissions:

**Library Board**

Jordan Pattera, appointment to a term expiring July, 2024.

Ayes:

Nays:

Motion:



## **CITY OF BERKLEY**

### ***Public Library***

3155 Coolidge Highway

Berkley, MI 48072

248-658-3440

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### **MEMORANDUM**

**TO:** Matt Baumgarten, City Manager  
**CC:** Victoria Mitchell, City Clerk & Rita VanBrandeghen, Library Board Chair  
**FROM:** Matt Church, Library Director  
**DATE:** December 17, 2020  
**RE:** Recommendation from the library board

At its meeting on December 16, 2020, the library board interviewed three candidates for the vacant library board position. Jenna Moritz, Jordan Paterra, and Lindsay Payne were interviewed.

After careful review and deliberation, the library board agreed to recommend to the City Council that Jordan Paterra be appointed to fill the library board vacancy.

Please let me know if I can answer any questions or provide you with additional information.



Victoria Mitchell <vmitchell@berkleymich.net>

## Re: Berkley Boards and Commissions Application - Jordan Paterra

1 message

'Jordan Paterra' via Clerk Staff <clerk@berkleymich.net>

Tue, Jun 9, 2020 at 5:54 PM

Reply-To: jordan.paterra@gmail.com

To: clerk@berkleymich.net

### Berkley Boards and Commissions Application

Full Name	Jordan Paterra
Current Address	Street Address: Rosemont Rd.
Email Address	
Cell Phone Number	
How many years have you lived in Berkley?	3
Indicate which board/commission/committee this application is for:	Library Board
Current Employer:	Attorney Grievance Commission
Current Occupation:	Attorney
Upload Resume	<a href="#">Jordan Paterra_Berkley Library Board Resume.pdf</a>
Please outline your specific qualifications for this appointment:	I am qualified for this appointment because of my appreciation and respect for libraries and the programming they provide. My education also qualifies me for this appointment: I have used and appreciated libraries and their sources at the highest of institutions. Finally, my career background has allowed me to appreciate how following proper procedure and adhering to ethics are mandatory for public service.

January 4, 2021 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to consider an Interlocal Agreement with Oakland County to allow the City to participate in the Restaurant Relief Program and authorize the City Manager to sign on the City's behalf.

Ayes:

Nays:

Motion:

**RESTAURANT RELIEF PROGRAM  
INTERLOCAL AGREEMENT  
BETWEEN OAKLAND COUNTY AND  
THE CITY OF BERKLEY, MICHIGAN**

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This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the Public Body indicated below ("Public Body") County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

**PURPOSE OF AGREEMENT.** County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of improving economic development opportunities for restaurants and bars within Oakland County that have been negatively impacted by the pandemic. Assistance to these food establishments shall provide economic benefits to the Public Body and County. On December 7, 2020, in Resolution MR # 20664 the Oakland County Board of Commissioners created the Oakland Together Restaurant Relief Program and allocated \$2 million dollars for weatherization of eligible restaurants to adapt their operations for outdoor dining services and \$1 million dollars for supporting the safe reopening of eligible restaurants and bars. This Agreement is funded through that Program.

**Application Number:**

**Public Body Name: City of Berkley, Michigan**

**Public Body Address: 3338 Coolidge Hwy, Berkley, Michigan 48072**

**Public Body Point of Contact: Matt Baumgarten, City Manager**

**Weatherization/PPE/ Reimbursement Details:**

The undersigned agree to the Agreement terms specified in Sections 1 through 23 herein, including the incorporated Exhibit(s), and affirm that they have the authority to sign on behalf of their respective Parties. Public Body shall provide County with a copy of its Resolution or Minutes approving this Agreement.

**COUNTY OF OAKLAND**

**PUBLIC BODY:**

By: \_\_\_\_\_  
David T. Woodward  
Chairman, Board of Commissioners

By: \_\_\_\_\_

**Oakland County Internal Processing Information:**

**Weatherization**

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003320

Activity ID: EXP

**Restaurant Safe Reopening**

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003321

Activity ID: EXP

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - 1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to

violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.

1.4. County means Oakland County, Michigan a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.5. Day means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.6. Exhibits mean the following exhibits, which are applicable to this Agreement only if they are attached to this Agreement and selected (checked) below or added later by a formal amendment to this Agreement:

Exhibit I: Requirements for Resources Provided by County.

Exhibit II:

1.7. Points of Contact mean the individuals designated by Public Body and identified to County to act as contacts for communication and other purposes as described herein.

1.8. Public Body means the Public Body indicated on the first page of this Agreement. which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit.

## 2. COUNTY RESPONSIBILITIES.

2.1. County has reviewed Public Body's Application and determined that Public Body is eligible to receive a distribution of funds, Weatherization products, supplies, or a reimbursement to provide to a restaurant or bar. County is not obligated or required to provide any additional services that are not specified in this Agreement.

2.2. County may access, use, and disclose information concerning this Agreement and the funds and/or goods described in Exhibit I to comply with the law, such as a subpoena, court order, or Freedom of information Act request. County may refer all such requests for information to Public Body's Points of Contact for their response within the required time frame if the information requested relates to records held by Public Body. County will provide commercially reasonable assistance for the response if requested by Public Body's Points of Contact, and if reasonably able to access the requested information.

## 3. PUBLIC BODY RESPONSIBILITIES.

3.1. Public Body shall comply with all terms and conditions in this Agreement, including each selected Exhibit. Public Body certifies that all its representations in its request for funds or reimbursement submitted to County ("Application") were accurate, truthful and complete and that those statements remain true as of the effective date of this Agreement.



Public Body will only provide Weatherization products, reimbursements or PPE as indicated in its Application and as were approved by County.

- 3.2. Public Body shall designate a representative(s) to act as a Point of Contact with County. The Point of Contact's responsibilities shall include:
  - 3.2.1. Direct coordination and interaction with County staff.
  - 3.2.2. Communication with the general public when appropriate.
- 3.3. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- 3.4. Duration of Interlocal Agreement. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 3.5. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 3.6. Unless extended by an Amendment, this Agreement shall remain in effect until April 30, 2020 or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

#### 4. REPAYMENTS.

- 4.1. Public Body is subject to repayment to County of an amount equal to the Funds received by Public Body in the event Public Body fails to comply with the requirements of this Agreement or the Grant funds were used in a manner inconsistent with federal or state law.
- 4.2. If Public Body, for any reason, fails to pay County any monies not properly spent under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was due and owing under this Agreement.
- 4.3. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges

shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

- 4.4. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
- 4.5. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Exhibits identified in this Agreement, shall not relieve Public Body of any payment obligation prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

## **5. ASSURANCES.**

- 5.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 5.2. **Responsibility for Attorney Fees and Costs.** Except as provided in this Agreement, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 5.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 5.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines, penalties, and fees associated with its acts or omissions related to this Agreement and /or for noncompliance with this Agreement.
- 5.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 5.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 5.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

## **6. USE OF CONFIDENTIAL INFORMATION.**

- 6.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or Public Body employees, agents, or contractors not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 6.2. Subject to any record retention laws or legal requirements, within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all the disclosing Party's Confidential Information.

## **7. DISCLAIMER OF WARRANTIES.**

- 7.1. COUNTY SERVICES, INCLUDING ANY GOODS, SERVICES, PARTS, SUPPLIES, EQUIPMENT, OR OTHER ITEMS THAT ARE PROVIDED TO PUBLIC BODY UNDER THIS AGREEMENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS."
- 7.2. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.
- 7.3. COUNTY MAKES NO WARRANTY THAT: (i) THE GOODS OR SERVICES WILL MEET PUBLIC BODY'S REQUIREMENTS; OR (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE.

## **8. LIMITATION OF LIABILITY.**

- 8.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COUNTY UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF

CONTRACT, TORT, EQUITY, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF THE GOODS OR FUNDING PROVIDED BY COUNTY UNDER THIS AGREEMENT.

9. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Deputy responsible for the Department of Economic Development and Public Body's Agreement Administrator/Point of Contact for possible resolution. County's Deputy and Public Body's Agreement Administrator/Point of Contact may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees may meet promptly and confer in an effort to resolve such dispute.
10. **TERMINATION OR CANCELLATION OF AGREEMENT.**
- 10.1. Either Party may terminate or cancel this entire Agreement or any one of the Services described in the attached Exhibits, upon fifteen (15) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 10.3. The effective date of termination and /or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Economic Development.
11. **SUSPENSION OF SERVICES.** County, through its Director of Economic Development, may immediately suspend Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Services are suspended under this Section.
12. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, contractors, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.
14. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or

benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

15. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
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.
17. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.
18. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
19. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
20. **NOTICES.** Except as otherwise provided in the Exhibits, notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
  - 20.1. If Notice is sent to County, it shall be addressed and sent to 1) County's Director of Economic Development, 2900 Pontiac Lake Road, Waterford, Michigan 48328, and 2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.



- 20.2. If Notice is sent to Public Body, it shall be addressed to the Point of Contact and Address of the Public Body indicated on the first page of the Agreement.
- 20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

**21. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

**22. SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 5); Use of Confidential Information (Section 6); Disclaimer of Warranties (Section 7); Limitation of Liability (Section 9); Dispute Resolution (Section 13); No Employee-Employer Relationship (Section 13); No Third-Party Beneficiaries (Section 14); No Implied Waiver (Section 15); Severability (Section 16); Precedence of Documents (Section 17); Force Majeure (Section 19); Governing Law/Consent to Jurisdiction and Venue (Section 21); Survival of Terms (Section 22); Entire Agreement (Section 23).

**23. ENTIRE AGREEMENT.**

- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the Services described in the attached Exhibits. Regarding those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**EXHIBIT I**  
**REQUIREMENTS FOR RESOURCES PROVIDED BY COUNTY**

Public Body has/shall receive equipment and supplies and or reimbursement indicated on the first page of the Agreement, to assist restaurants and/or bars to expand outdoor dining and re-open safely.

1. Requirements for receipt of equipment or supplies for outdoor dining (“Weatherization”) and/or reimbursement of costs related to Weatherization
  - a. If applicable, Public Body has consulted with its Chamber of Commerce, DDA, CIA or other development authority for its input on which restaurants/bars are ideal candidates to benefit from resources provided by County under this Agreement.
  - b. Public Body agrees that in order to receive Weatherization equipment/supplies or reimbursement for costs associated with Weatherization Public Body shall:
    - i. Provide reimbursement in the amount indicated in the Agreement, to the restaurant(s)/bar(s) within ten (10) days of receipt of funds from County and shall provide County with receipts and other pertinent evidence to demonstrate the reimbursement, within thirty (30) days of receipt of funds from County.
    - ii. Maintain records of all reimbursements for a period of five (5) years.
    - iii. Advise the restaurant/bar receiving reimbursement or Weatherization equipment/supplies that the restaurant/bar is responsible for any taxes associated such receipt.
    - iv. Advise the restaurant/bar that any arrangements they may make for the installation of Greenhouses and other Weatherization supplies, is not covered by this Agreement. County shall not in be a party to the installation contract/terms.
    - v. Ensure that all zoning and building codes that allow for the assembly, set up and maintenance of Weatherization equipment/supplies as well as the use of outdoor sanitation stations, are being properly followed and there is compliance with all public safety and fire codes/ordinances.
    - vi. Ensure compliance with all zoning, building and public safety/fire codes and ordinances that allow for electric heaters and/or propane heaters to be placed in/or near Dining Structures.
    - vii. Inspect all installations in compliance with ADA and all public safety and fire safety codes and ordinances and ensure the restaurant remains in compliance of these requirements.
    - viii. Comply with all current and future, State and County Public Health Orders concerning the use and/or occupancy of outdoor dining temporary structures.
    - ix. Ensure compliance with the Michigan Liquor Control Code Act 58 of 1998, if Dining Structures are used by restaurants/bars in a Social District established by

Public Body by qualified licensees who obtain a social district permit under MCL 436.1551.

2. If indicated on the first page of the Agreement, County shall provide personal protective equipment (“PPE”) to Public Body for distribution to restaurants/bars within its jurisdiction that have been recommended by its local Chamber of Commerce and/or development authority.

DRAFT





# The City, Village and Township (CVT) Grant Program to Support Restaurants, Bars and Cafés During COVID-19

## PRODUCT SPEC SHEET

A.



### A. Snap & Grow Brand Greenhouse:

- 8x12 (Model #701504)
- Virtually unbreakable, crystal-clear polycarbonate panels provide over 90% light transmission yet blocks harmful UV rays
- Low maintenance rust-resistant aluminum frame and virtually unbreakable polycarbonate glazing
- Non-yellowing panels are 100% UV protected
- Double doors and roof vents provide air circulation
- Ready to assemble pre-drilled profiles, pre-cut sliding panels and all hardware included
- Pre-assembly packaging dimensions and weight: Two Boxes (1) 8'x8' (2) 8'x4'. Weight 200 lbs.
- According to the Home Depot Professional Services staff, it takes approximately six hours for a team of two staff to properly assemble each Snap & Grow Greenhouse

B.



NOTE: CVT's may choose to contract directly with Home Depot Professional Services Division to assemble the Snap & Grow Greenhouses for a negotiated price of \$1,050/each unit. This service will include placement of the greenhouse at a location chosen by the CVT.

If the CVT is awarded a grant in Phase Two of the program, partial reimbursement of this expenditure will be an eligible expense.

Please email Michael Abdallah at: [abdallahm@oakgov.com](mailto:abdallahm@oakgov.com) for more details about this service.

### B. Propane Outdoor Flame Patio Heater:

- 47,000 BTUs Powder coating finish provide antique look. Traditional unit suited for every situation. Piezoelectric ignition. Safety auto shut-off tilt valve.
- Item size: 30 in. x 30 in. x 88 in.
- Control: front high output to low output, without pilot
- Convenient wheel assembly for easy movability
- Used with propane (not included) ETL approve
- Pre-assembly packaging dimensions and weight: Box 3'x3'. Weight 35 lbs.

C.



### C. Victory Professional Cordless Electrostatic Handheld Sprayer:

- Allows the user hours of spraying time without the hassle of dragging a cord
- VP200ES professional cordless electrostatic handheld sprayer
- (1) VP20A professional 16.8V 3400mAh Lithium battery
- (1) VP10 professional 16.8V battery charger
- (1) VP49 nozzle wrench
- (1) VP50 3-in-1 nozzle (40/80/110 microns)
- (1) Soft-sided carrying case
- (1) VP30 Handheld 33.8oz tank with cap

D.



### D. Botanical Disinfectant Solution:

- Cleans, sanitizes, disinfects and deodorizes in a single step
- A natural solution for a wide range of cleaning challenges.  
Formula is  
free of bleach and other harsh chemicals
- Kills Norovirus in just four minutes
- Eliminates 99.9% of most allergens upon contact
- Non-abrasive, non-toxic, free from chlorine and phosphates
- Ready to use formula, safe for everyday use
- No rinse required, even on food contact surfaces
- Disinfect, sanitize, clean and deodorize in 1-step

**QUESTIONS? Please email  
Michael Abdallah at  
[abdallahm@oakgov.com](mailto:abdallahm@oakgov.com)**

## CITY OF BERKLEY, MICHIGAN

## RESOLUTION TO AMEND RULES FOR ELECTRONIC MEETINGS

**WHEREAS**, the Michigan Open Meetings Act, MCL 15.261 et seq. was recently further amended by the enactment of Public Act 254 of 2020 to modify statutory provisions authorizing electronic meetings and remote attendance by members of a public body using telephonic or video conferencing means; and

**WHEREAS**, the City Council desires to continue to meet and conduct the public business of the City in a manner that permits both the general public and members of the City Council and other City boards and commissions subject to the Open Meetings Act to participate by electronic means, and the City Council further desires to amend its Rules and Order of Procedure to correspond to 2020 PA 254.

**THEREFORE, IT IS RESOLVED** by the Berkley City Council that Section 14 of its Rules and Order of Procedure is hereby amended, as follows:

Section 14:

## Rule 1. ELECTRONIC MEETINGS AUTHORIZED

The City Council may meet and conduct its meetings, in whole or in part, by electronic means using telephone conferencing or video conferencing technology without regard to physical place and physical presence requirements, in accordance with Section 3a of the Open Meetings Act, MCL 15.263a, as amended, through ~~December 31, 2020~~March 31, 2021.

Beginning ~~January~~April 1, 2021 through December 31, 2021, City Council meetings may be held, in whole or in part, by electronic means using telephone conferencing or video conferencing technology due to circumstances requiring accommodation of any City Councilmember absent because of military duty, a medical condition, or when a ~~declared~~ statewide or local state of emergency or state of disaster ~~exists and is declared pursuant to law or charter or local ordinance by the governor or a local official, governing body, or chief administrative officer that would risk~~ the personal health or safety of members of the public or ~~the~~ public body ~~would be at risk~~ if the meeting were held in person. As used in these Rules, the term "medical condition" means an illness, injury, disability, or other health-related condition, including the quarantine or isolation of a ~~City Council~~ member to minimize the spread of a contagious disease.

Beginning January 1, 2022 members of the City Council may participate by electronic means in City Council meetings only to accommodate their absence due to military duty.

## Rule 2. CONDUCT OF ELECTRONIC MEETINGS

An electronic meeting of the City Council will be conducted in a manner that permits two-way communication so that members of the Council can hear and be heard by one another,

and so that public participants can hear members of the City Council and be heard by both the Council and other public participants. The City may use technology to facilitate typed public comments submitted by members of the public participating in the electronically-held meeting that shall be read to or shared with members of the City Council and other participants.

As permitted by the Open Meetings Act, a physical place is not required for an electronically-held meeting. Members of the City Council and members of the public participating electronically in a meeting that occurs in a physical place are considered present and in attendance at the meeting for all purposes. For a meeting at which City Councilmembers are physically absent due to military duty or a medical condition and who are being accommodated by remote participation, all other City Councilmembers must be physically present at the meeting to be able to participate.

In addition to any other notice required by the Open Meetings Act, advance notice of an electronically-held meeting shall be posted on a portion of the City's website that is fully accessible to the public. The public notice must be included on either the home page or a separate webpage dedicated to public notices for non-regularly scheduled or electronically-held public meetings that is accessible through a prominent and conspicuous link on the City's website home page that clearly describes its purpose for public notification of non-regularly scheduled or electronically-held public meetings. Any scheduled meeting of the City Council may be held as an electronic meeting as permitted by the Open Meetings Act if a notice consistent with this Rule is posted at least 18 hours before the meeting begins. Any notice of the meeting of the City Council held electronically must clearly contain all of the following:

- (a) Why the City Council is meeting electronically;
- (b) How members of the public may participate in the meeting electronically (if a telephone number, internet address or both are required to participate, that information must be provided in the notice);
- (c) How members of the public may contact members of the City Council to provide input or ask questions on any business that will come before the Council at the meeting; and
- (d) How persons with disabilities may participate in the meeting.

If an agenda exists for an electronically held meeting of the City Council, the City shall, on a portion of its website that is fully accessible to the public make the agenda of the meeting available to the public at least 2 hours before the meeting begins. This publication of the meeting agenda does not prohibit subsequent amendment of the agenda at the meeting.

A member of the general public is not required to register or otherwise provide his or her name or other information or otherwise fulfill a condition precedent to attend an

electronically-held meeting, other than mechanisms established and required by the City necessary to permit the individual to participate in a public comment period of the meeting.

Members of the general public otherwise participating in an electronically-held meeting of the City Council are excluded from participation in a closed session of the City Council that is held electronically provided that the closed session is convened and held in compliance with the requirements of the Open Meetings Act applicable to closed sessions.

**Rule 3. AGENDA FOR REGULAR BUSINESS MEETINGS; ELECTRONIC MEETINGS**

The order of business for all meetings of the City Council conducted electronically and held during through ~~December 31, 2020~~March 31, 2021, and held beginning ~~January~~April 1, 2021 through December 31, 2021 for City Council meetings held, in whole or in part, by electronic means using telephone conferencing or video conferencing technology when a declared statewide or local state of emergency or state of disaster exists shall be as follows: Call to Order; Approval of Agenda; Invocation; Pledge of Allegiance; Public Comment – Items On the Agenda; Approval of Minutes; Approval of Warrants; Consent Agenda; Regular Agenda; Public Comment – Items Not On the Agenda; Communications; and Adjournment. The order of business outlined in this paragraph is not applicable when electronic means is used to accommodate the absence of individual City Council members due to military duty or a medical condition.

**Rule 4. PUBLIC COMMENTS**

During City Council meetings conducted electronically, members of the public attending the meeting, once recognized by the chair, shall identify themselves for the record and indicate the municipality where they reside. Comments by the public will be limited to three minutes for each speaker unless the time is extended by the chair or by vote of the Council. Comments by the public shall be confined to the Public Comment portions of the meeting.

**Rule 5. COUNCILMEMBER ATTENDANCE BY PHONE/VIDEO**

A member of the City Council who anticipates being absent from a meeting due to the circumstances set forth in the Open Meetings Act and these Rules may request accommodation of their absence to permit their remote participation in and voting on Council business by two-way telephonic or video conferencing communication. A City Councilmember who desires to attend a meeting by telephonic or video conferencing shall inform the City Manager, or the City Manager's designee, at least 24 hours before the meeting to permit any necessary technology to be put in place to accommodate participation of the absent member. City Councilmembers attending a meeting by telephone or video conferencing may fully participate in the meeting, including voting and attendance in any closed session of the City Council. A Councilmember participating by telephonic or video conferencing is not permitted to chair the meeting unless all Council members are participating by telephone or video conferencing.

Any member of the City Council attending a meeting remotely must publicly announce at the outset of the meeting (which shall be included in meeting minutes) that the member is attending the meeting remotely. If the member is attending the meeting remotely for a purpose other than for military duty, the member's announcement must identify the member's physical location by stating the city, village, or township and the state from which the member is attending the meeting remotely.

Rule 6. IN-PERSON MEETINGS BEFORE APRIL 1, 2021

For a meeting of a public body held in person before April 1, 2021, the public body shall do both of the following:

- (a) To the extent feasible under the circumstances, ensure adherence to social distancing and mitigation measures recommended by the Centers for Disease Control and Prevention for purposes of preventing the spread of COVID-19, including the measure that an individual remain at least 6 feet from anyone from outside the individual's household.
- (b) Adopt heightened standards of facility cleaning and disinfection to limit participant exposure to COVID-19, as well as protocols to clean and disinfect in the event of a positive COVID-19 case in the public body's meeting place.

Rule 67. OTHER BOARDS AND COMMISSIONS

All other City boards and commissions and the members thereof are governed by and shall conform to the provisions contained in these Rules setting forth the requirements and procedures by which absent members and the public may remotely participate in meetings electronically by telephone or video conferencing. In the event of any conflict between these rules and the bylaws or procedural rules of the other board or commission, this Rule is controlling authority.

Act No. 254  
Public Acts of 2020  
Approved by the Governor  
December 22, 2020  
Filed with the Secretary of State  
December 22, 2020  
EFFECTIVE DATE: December 22, 2020

**STATE OF MICHIGAN  
100TH LEGISLATURE  
REGULAR SESSION OF 2020**

Introduced by Senator Theis

## **ENROLLED SENATE BILL No. 1246**

AN ACT to amend 1976 PA 267, entitled “An act to require certain meetings of certain public bodies to be open to the public; to require notice and the keeping of minutes of meetings; to provide for enforcement; to provide for invalidation of governmental decisions under certain circumstances; to provide penalties; and to repeal certain acts and parts of acts,” by amending sections 3 and 3a (MCL 15.263 and 15.263a), section 3 as amended and section 3a as added by 2020 PA 228.

*The People of the State of Michigan enact:*

Sec. 3. (1) All meetings of a public body must be open to the public and must be held in a place available to the general public. All persons must be permitted to attend any meeting except as otherwise provided in this act. The right of a person to attend a meeting of a public body includes the right to tape-record, to videotape, to broadcast live on radio, and to telecast live on television the proceedings of a public body at a public meeting. The exercise of this right does not depend on the prior approval of the public body. However, a public body may establish reasonable rules and regulations in order to minimize the possibility of disrupting the meeting. For a meeting of a public body held in person before April 1, 2021, the public body shall do both of the following:

(a) To the extent feasible under the circumstances, ensure adherence to social distancing and mitigation measures recommended by the Centers for Disease Control and Prevention for purposes of preventing the spread of COVID-19, including the measure that an individual remain at least 6 feet from anyone from outside the individual's household.

(b) Adopt heightened standards of facility cleaning and disinfection to limit participant exposure to COVID-19, as well as protocols to clean and disinfect in the event of a positive COVID-19 case in the public body's meeting place.

(2) All decisions of a public body must be made at a meeting open to the public. For purposes of any meeting subject to this section, except a meeting of any state legislative body at which a formal vote is taken, the public body shall, subject to section 3a, establish the following procedures to accommodate the absence of any member of the public body due to military duty, a medical condition, or a statewide or local state of emergency or state of disaster declared pursuant to law or charter or local ordinance by the governor or a local official, governing body, or chief administrative officer that would risk the personal health or safety of members of the public or the public body if the meeting were held in person:

(a) Procedures by which the absent member may participate in, and vote on, business before the public body, including, but not limited to, procedures that provide for both of the following:

(i) Two-way communication.

(ii) For each member of the public body attending the meeting remotely, a public announcement at the outset of the meeting by that member, to be included in the meeting minutes, that the member is in fact attending the meeting remotely. If the member is attending the meeting remotely for a purpose other than for military duty, the member's announcement must further identify specifically the member's physical location by stating the county, city, township, or village and state from which he or she is attending the meeting remotely.

(b) Procedures by which the public is provided notice of the absence of the member and information about how to contact that member sufficiently in advance of a meeting of the public body to provide input on any business that will come before the public body.

(3) All deliberations of a public body constituting a quorum of its members must take place at a meeting open to the public except as provided in this section and sections 7 and 8.

(4) A person must not be required as a condition of attendance at a meeting of a public body to register or otherwise provide his or her name or other information or otherwise to fulfill a condition precedent to attendance.

(5) A person must be permitted to address a meeting of a public body under rules established and recorded by the public body. The legislature or a house of the legislature may provide by rule that the right to address may be limited to prescribed times at hearings and committee meetings only.

(6) A person must not be excluded from a meeting otherwise open to the public except for a breach of the peace actually committed at the meeting.

(7) This act does not apply to the following public bodies, but only when deliberating the merits of a case:

(a) The Michigan compensation appellate commission operating as described in either of the following:

(i) Section 274 of the worker's disability compensation act of 1969, 1969 PA 317, MCL 418.274.

(ii) Section 34 of the Michigan employment security act, 1936 (Ex Sess) PA 1, 421.34.

(b) The state tenure commission created in section 1 of article VII of 1937 (Ex Sess) PA 4, MCL 38.131, when acting as a board of review from the decision of a controlling board.

(c) The employment relations commission or an arbitrator or arbitration panel created or appointed under 1939 PA 176, MCL 423.1 to 423.30.

(d) The Michigan public service commission created under 1939 PA 3, MCL 460.1 to 460.11.

(8) This act does not apply to an association of insurers created under the insurance code of 1956, 1956 PA 218, MCL 500.100 to 500.8302, or other association or facility formed under that act as a nonprofit organization of insurer members.

(9) This act does not apply to a committee of a public body that adopts a nonpolicymaking resolution of tribute or memorial, if the resolution is not adopted at a meeting.

(10) This act does not apply to a meeting that is a social or chance gathering or conference not designed to avoid this act.

(11) This act does not apply to the Michigan veterans' trust fund board of trustees or a county or district committee created under 1946 (1st Ex Sess) PA 9, MCL 35.602 to 35.610, when the board of trustees or county or district committee is deliberating the merits of an emergent need. A decision of the board of trustees or county or district committee made under this subsection must be reconsidered by the board or committee at its next regular or special meeting consistent with the requirements of this act. "Emergent need" means a situation that the board of trustees, by rules promulgated under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, determines requires immediate action.

(12) As used in subsection (2):

(a) "Formal vote" means a vote on a bill, amendment, resolution, motion, proposal, recommendation, or any other measure on which a vote by members of a state legislative body is required and by which the state legislative body effectuates or formulates public policy.

(b) "Medical condition" means an illness, injury, disability, or other health-related condition.



Sec. 3a. (1) A meeting of a public body held, in whole or in part, electronically by telephonic or video conferencing in compliance with this section and, except as otherwise required in this section, all of the provisions of this act applicable to a nonelectronic meeting, is permitted by this act in the following circumstances:

(a) Before March 31, 2021 and retroactive to March 18, 2020, any circumstances, including, but not limited to, any of the circumstances requiring accommodation of absent members described in section 3(2).

(b) On and after March 31, 2021 through December 31, 2021, only those circumstances requiring accommodation of members absent for the reasons described in section 3(2). For the purpose of permitting an electronic meeting due to a local state of emergency or state of disaster, this subdivision applies only as follows:

(i) To permit the electronic attendance of a member of the public body who resides in the affected area.

(ii) To permit the electronic meeting of a public body that usually holds its meetings in the affected area.

(c) After December 31, 2021, only in the circumstances requiring accommodation of members absent due to military duty as described in section 3(2).

(2) A meeting of a public body held electronically under this section must be conducted in a manner that permits 2-way communication so that members of the public body can hear and be heard by other members of the public body, and so that public participants can hear members of the public body and can be heard by members of the public body and other participants during a public comment period. A public body may use technology to facilitate typed public comments during the meeting submitted by members of the public participating in the meeting that may be read to or shared with members of the public body and other participants to satisfy the requirement under this subsection that members of the public be heard by others during the electronic meeting and the requirement under section 3(5) that members of the public be permitted to address the electronic meeting.

(3) Except as otherwise provided in subsection (8), a physical place is not required for an electronic meeting held under this section, and members of a public body and members of the public participating electronically in a meeting held under this section that occurs in a physical place are to be considered present and in attendance at the meeting for all purposes.

(4) If a public body directly or indirectly maintains an official internet presence that includes monthly or more frequent updates of public meeting agendas or minutes, the public body shall, in addition to any other notices that may be required under this act, post advance notice of a meeting held electronically under this section on a portion of the public body's website that is fully accessible to the public. The public notice on the website must be included on either the homepage or on a separate webpage dedicated to public notices for nonregularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes its purpose for public notification of nonregularly scheduled or electronic public meetings. Subject to the requirements of this section, any scheduled meeting of a public body may be held as an electronic meeting under this section if a notice consistent with this section is posted at least 18 hours before the meeting begins. Notice of a meeting of a public body held electronically must clearly explain all of the following:

(a) Why the public body is meeting electronically.

(b) How members of the public may participate in the meeting electronically. If a telephone number, internet address, or both are needed to participate, that information must be provided specifically.

(c) How members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting.

(d) How persons with disabilities may participate in the meeting.

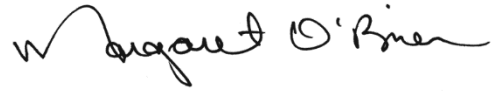
(5) Beginning on the effective date of the amendatory act that added this section, if an agenda exists for an electronic meeting held under this section by a public body that directly or indirectly maintains an official internet presence that includes monthly or more frequent updates of public meeting agendas or minutes, the public body shall, on a portion of the website that is fully accessible to the public, make the agenda available to the public at least 2 hours before the electronic meeting begins. This publication of the agenda does not prohibit subsequent amendment of the agenda at the meeting.

(6) A public body shall not, as a condition of participating in an electronic meeting of the public body held under this section, require a person to register or otherwise provide his or her name or other information or otherwise to fulfill a condition precedent to attendance, other than mechanisms established and required by the public body necessary to permit the person to participate in a public comment period of the meeting.

(7) Members of the general public otherwise participating in a meeting of a public body held electronically under this section are to be excluded from participation in a closed session of the public body held electronically during that meeting if the closed session is convened and held in compliance with the requirements of this act applicable to a closed session.

(8) At a meeting held under this section that accommodates members absent due to military duty or a medical condition, only those members absent due to military duty or a medical condition may participate remotely. Any member who is not on military duty or does not have a medical condition must be physically present at the meeting to participate.

This act is ordered to take immediate effect.



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Secretary of the Senate



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Clerk of the House of Representatives

Approved \_\_\_\_\_

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Governor