

**CITY OF BERKLEY PUBLIC NOTICE  
REGULAR CITY COUNCIL MEETING**

Monday, June 17, 2019

**7:00 P.M. – City Hall**

**248-658-3300**

**CALL 37<sup>th</sup> COUNCIL TO ORDER  
APPROVAL OF AGENDA  
INVOCATION  
PLEDGE OF ALLEGIANCE  
CITIZEN COMMENTS  
ORDER OF BUSINESS**

**Consent Agenda**

1. **APPROVAL OF THE MINUTES:** Matter of approving the minutes of the 37<sup>th</sup> City Council meeting on [Monday, June 3, 2019](#).
2. **WARRANT:** Matter of approving [Warrant No. 1339](#).
3. **RESOLUTION NO. R-16-19:** Matter of honoring [Tom Bustance Commander](#), American Legion Post 374 in Berkley.
4. **PROCLAMATION NO. P-07-19:** Matter of declaring [June 2019 as LGBTQ+ Pride Month](#).

**Regular Agenda**

1. **RECOGNITIONS/PRESENTATIONS:** Matter of any recognitions or presentations from the Consent Agenda.
2. **MOTION NO. M-42-19:** Matter of authorizing a Junior Women's Club and Downtown Development Authority (DDA) event "[Robina Rhapsody](#)" and "[Couples Night Out](#)" on Robina to the alley north of Twelve Mile Road on Thursday, July 18, 2019 and on Dorothea to the alley east of Coolidge Highway on Thursday, August 22, 2019 from 4:00 PM to 10:00 PM. Approval is conditional upon the submission of required items and documents prior to event dates.
3. **MOTION NO. M-43-19:** Matter of approving a [Downtown Development Authority \(DDA\) event](#) "Art & About" on Dorothea between Coolidge Highway and the alley on Friday, August 2, 2019 from 4 PM to 10:00 PM. Approval is conditional upon the submission of required items and documents prior to event dates.
4. **MOTION NO. M-44-19:** Matter of authorizing the [City Manager to execute an agreement with Inner City Contracting, L.L.C.](#) 18701 Grand River Avenue, Detroit, MI 48223 for a total project construction budget for demolition of the Berkley Ice Arena at a cost not to exceed \$287,837.00. This expenditure will be charged to account number 546-697-931-000.
5. **RESOLUTION NO. R-17-19:** Matter of authorizing the [West Nile Virus expense reimbursement request](#).
6. **MOTION NO. M-45-19:** Matter of accepting [a proposal from ISCG, INC.](#) 612 N. Main St. Royal Oak, MI 48067 to perform a renovation project to the library's youth activity room for \$11,054.00 from Building Improvements account 101-738-976-000.
7. **DISCUSSION:** Matter of discussing a [potential regulatory framework to permit marihuana businesses](#) in Berkley.
8. **ORDINANCE NO. O-06-19:** Matter of considering the first reading of an ordinance to Add New Article XIV, Marihuana Establishments, to [Chapter 30, Businesses, of the City of Berkley Code of Ordinances](#) to Prohibit Marihuana Establishments as Defined in the Michigan Regulation and Taxation of Marihuana Act, to Specify a "Sunset" Date, and to Prescribe a Penalty for Violations

9. **MOTION NO. M-46-19:** Matter of authorizing the City Manager to renew the agreement for legal services with [Hafeli, Staran, & Christ, P.C.](#)

## COMMUNICATIONS

10. **CLOSED SESSION:** Matter of considering whether to meet in closed session to consider a personnel evaluation of a City employee.
11. **MOTION NO. M-47-19:** Matter of authorizing the Mayor to execute the employment agreement between [Matthew Baumgarten and the City of Berkley](#) subject to final review and approval by City Labor Counsel.

## ADJOURN

Note: The City of Berkley will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, 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: Phommady A. Boucher, ADA Contact, Berkley City Hall, 3338 Coolidge Highway, Berkley, MI 48072 (1-248-658-3310).

Note: Official minutes of City Council Meetings and supporting documents for Council packets are available for public review in the City Clerk's Office during normal working hours.

**THE TWENTY-NINTH REGULAR MEETING OF THE THIRTY-SEVENTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 7:00 PM ON MONDAY, JUNE 3, 2019 BY MAYOR TERBRACK**

**PRESENT:** Steve Baker Dennis Hennen  
Jack Blanchard Eileen Steadman  
Bridget Dean Daniel Terbrack  
Ross Gavin

**APPROVAL OF AGENDA**

Mayor Pro Tem Baker moved to approve the Agenda.

Seconded by Councilmember Steadman.

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

Nays: None

Motion Approved.

**INVOCATION PASTOR MATT BRUNNER**

**CITIZENS COMMENTS:**

Denise Brainard, Chairman of Berkley Days Association, spoke about how successful Berkley Days was for 2019, encouraged community service groups to get involved in the future, and presented trophies to the City Council for the annual softball game and horseshoe tournament.

***Consent Agenda***

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

**APPROVAL OF THE MINUTES:** Matter of approving the minutes of the 37th City Council meeting on Monday, May 20, 2019, Budget Work Session on Monday, May 13, 2019 and Budget Work Session on Tuesday, May 14, 2019.

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

Nays: None

Motion Approved.

***Regular Agenda***

**RECOGNITIONS/PRESENTATIONS:**

**PRESENTATION:** Matter of receiving a presentation by Main Street Oakland County to award the Downtown Development Authority (DDA) with a Certificate of Accreditation as a National Main Street Community.

John Bry, Principal Planner for Main Street Oakland County, spoke about Oakland County Main Street program.

Dr. Tim Meyer, Deputy County Executive, congratulated Berkley for being a part of the Oakland County Main Street Program.

Andrew Agbay, a member of the Downtown Development Authority and owner of Decypher Corporation, introduced himself and spoke about his local business in Berkley.

Donna Dirske, a member of the Downtown Development Authority and owner of The Neighbor's Shoppe, introduced herself and spoke about her local business in Berkley.

Petro Drakopoulos, a member of the Downtown Development Authority, chef, and owner of Republica, introduced himself and spoke about his local business in Berkley.

Jennifer Finney, a member of the Downtown Development Authority and a Berkley resident, introduced herself.

**MOTION NO. M-40-19:** Matter of authorizing the purchase of official Woodward Dream Cruise merchandise at wholesale, for a cost not to exceed \$28,000.00, and sell it at full retail. Funds for this expenditure will come from account 614-915-818-000.

Councilmember Dean moved to approve Motion No. M-40-19.

Seconded by Councilmember Gavin.

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

Nays: None

Motion Approved.

**MOTION NO. M-41-19:** Matter of authorizing the purchase of a "spin place" piece of playground equipment at a cost not to exceed \$14,032.50 from Great Lakes Recreation Company 39 Veterans Dr. Ste. 310, Holland, MI 49423. Funds for this expenditure will come from account 614-950-974-000.

Councilmember Dean moved to approve Motion No. M-41-19.

Seconded by Councilmember Steadman.

Ayes: Hennen, Steadman, Baker, Blanchard, Dean, Gavin, and Terbrack.

Nays: None

Motion Approved.

#### **COMMUNICATIONS:**

**COUNCILMEMBER STEADMAN:** informed everyone that the Citizens Engagement Advisory Committee meets Wednesday, June 5, 2019 at 6:30 pm on the second floor of the Public Safety conference room and the primary focus will be the City's communication plan and how it will be utilized. The Library Board recently appointed two new members. The Beautification Advisory Committee meets on June 12<sup>th</sup>. She also talked about her experience going to a Berkley Library Program that demonstrated how to use your Instant Pot.

**COUNCILMEMBER BLANCHARD:** announced the two major events that would be happening in the City during the upcoming weekend. Saturday, June 8<sup>th</sup> would be the 18<sup>th</sup> Annual Art Bash and the hours are from 10:00am – 6:00pm. During this event, Twelve Mile Road will be closed from Kipling to Buckingham. The other event on the same day from 10:00 am – 2 pm will be Lids 4 Kids at the Public Safety parking lot. There will be bike helmets provided as well as fittings and information about bike riding safety.

**MAYOR PRO TEM BAKER:** congratulated the Downtown Development Authority again for receiving the National Main Street Accreditation. He talked about some of the upcoming DDA events. The first ones are on July 18<sup>th</sup> which include Couples Night Out and Robina Rhapsody and then on August 22<sup>nd</sup> there will be another Robina Rhapsody and a day long district sidewalk sale. The Historical Committee has their meeting the day before and debriefed the Berkley Days event. The Committee was able to recover a cornerstone from the old Berkley Elementary School that was at Coolidge and Catalpa. They are also working with Park and Recreation Director, Theresa McArleton, to save some pieces from the ice arena. The Berkley Historical Museum hours are Sundays, from 2pm – 4pm and Wednesdays, from 10:00 am – 1:00 pm. The Technology Advisory Committee meets on Wednesday, June 26<sup>th</sup> and discussed some helpful tips for maintaining passwords on your computer. He quoted Coretta Scott King, "The greatness of a community is most accurately measured by the compassionate actions of its members." He mentioned that he walked around the community with his wife over the weekend and had some great conversations with some neighbors about some great things going on throughout the community.

**COUNCILMEMBER DEAN:** discussed the events going on at Parks and Recreation. There is Storytime at the Park on June 11<sup>th</sup> at the Tot Lot from 10:00 am – 11:00 am is a joint event between the Library and Parks and

Recreation departments. Parent Orientation for Summer Camp is June 12<sup>th</sup> at 7:00pm at the Berkley Community Center. The Senior Picnic is at Jaycee Park on June 14<sup>th</sup> from 11:00 – 1:00pm. Tot Lot Summer Fest Event is on June 18<sup>th</sup> from 5:00pm – 7:00pm. The Outdoor Concert at the Park is at Community Park with the Royal Oak Concert Band on June 19<sup>th</sup>. The Berkley Community Garage Sale is from June 21<sup>st</sup> – June 22<sup>nd</sup>. She also congratulated her son Jordan and her new daughter-in-law, Taylor, on their recent marriage.

**COUNCILMEMBER HENNEN:** informed everyone that the ZBA does not have any cases to be heard in June and the Tree Board has not met since the last City Council Meeting. The next Tree Board meeting is Monday, June 10<sup>th</sup> at 7pm at the library. The next talk with Dennis is on Tuesday, June 11<sup>th</sup> from 6:00pm – 8:00pm at the library as well.

**COUNCILMEMBER GAVIN:** spoke about the Coolidge Highway Traffic Committee's next meeting on Thursday, June 6<sup>th</sup> at 8:00am on the second floor of the Public Safety Conference room. He also talked about the last Planning Commission meeting on May 27<sup>th</sup> and they gave feedback on a proposed ordinance for an amendment for childcare facilities in the business district and local district zoning. The changes will be incorporated and brought to the commission next month. There is a hearing for the repeal of the ordinance for residential grading. The next meetings will Tuesday, June 25<sup>th</sup> at 7:30 pm at City Hall. The Planning Commission did vote to change the start time of their meetings to 7:00pm. This will go into effect after the June 25<sup>th</sup> meeting once the bylaws are amended at the next meeting to make that change. The Environmental Advisory Committee met on May 23<sup>rd</sup> and reviewed their draft energy plan that will be brought to City Council in the future. The bike corral for the Berkley Art Bash will located at the south corner of Gardner and 12 Mile from 10:00am – 4:00pm. The next Environmental Advisory Committee meeting is on Thursday, June 27<sup>th</sup> at the Public Safety Conference room.

**CITY MANAGER BAUMGARTEN:** congratulated Lt. Jordan Kobernick and the Public Safety department for his recent graduation from staff and command school through Northwestern University. He thanked everyone who attended his Chat with Matt at Jaycee Park. He also thanked the VFW and American Legion for hosting Memorial Day Ceremonies. Lastly, he mentioned that he recently had his three year anniversary with the City and thanked City Council for giving him the opportunity to do so.

**CITY ATTORNEY CHRIST:** had nothing to report this evening.

**MAYOR TERBRACK:** also thanked Lt. Jordan Kobernick, the rest of Public Safety, Department of Public Works, and the rest of the staff who participated in the softball game. He encouraged residents to send their children to the Berkley Summer Camp through Parks and Recreation as well as attending the Berkley Art Bash and Lids 4 kids. He also thanked Denise Brainard and Mark Coon and all the other residents who spend their time volunteering in the community.

**COUNCIL MEETING ADJOURNMENT:**

Motion by Mayor Pro Tem Baker to adjourn the regular meeting at 7:47 PM.

Seconded by Councilmember Dean.

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

Nays: None

Motion Approved.



CITY OF BERKLEY  
 CHECK WARRANT  
 #1339  
 MAY 2019

Check Date	Check	Vendor Name	Description	Amount	Voided?
05/02/2019	54021	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN #6304 - PR #9	3,420.00	
05/02/2019	54022	MiSDU	CHILD SUPPORT CASE NO. 913340822 - PR #9	82.99	
			CHILD SUPPORT CASE NO. 913286400 - PR #9	128.05	
			CHILD SUPPORT CASE NO. 913488854 - PR #9	87.13	
				<b>298.17</b>	
05/02/2019	54023	NAT'L COLLEGIATE STUDENT LOAN TRUST	MISC. DEDUCT. CASE NO. 14000168CK - PR #	336.77	
05/02/2019	54024	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #9	5,232.54	
			EMPL. DEDUCT. (ROTH) - PR #9	977.02	
				<b>6,209.56</b>	
05/02/2019	54025	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #9	538.45	
05/02/2019	54026	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #9	1,875.12	
			EMPLOYEE DEDUCT. - LOAN - PR #9	24.80	
				<b>1,899.92</b>	
05/02/2019	54027	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #9	80.00	
05/13/2019	54028	HIGHER GROUND LANDSCAPING	ADVANCE PAYMENT - NUISANCE ABATEMENT	2,186.50	
05/15/2019	54029	21ST CENTURY MEDIA - MICHIGAN	LEGAL AD	111.59	
			LEGAL AD	111.59	
			LEGAL AD	111.59	
			LEGAL AD	80.35	
			LEGAL AD	187.69	
			LEGAL AD	87.98	
			LEGAL AD	150.21	
				<b>841.00</b>	
05/15/2019	54030	3947 BERK, LLC	NO INSPECTIONS HAVE BEEN CONDUCTED	240.00	
05/15/2019	54031	46TH DISTRICT COURT	CLYDE DICKINSON - #170051757	400.00	
05/15/2019	54032	52-1 DISTRICT CT.	TERRANCE RICHARDS - #18-6016	500.00	
05/15/2019	54033	52-4 DISTRICT CT.	DONALD LEE JORDAN - #19-553	500.00	
05/15/2019	54034	AFTERMATH	BIO HAZARD CLEAN UP OF 411	140.00	
05/15/2019	54035	AIRGAS USA, LLC	APRIL 2019 CYLINDER RENTAL	28.60	
			GARAGE	104.34	
				<b>132.94</b>	
05/15/2019	54036	ALLIANCE MOBILE HEALTH	BLOOD DRAW FOR PATIENT NO. 195006	784.45	
05/15/2019	54037	ALTA CONSTRUCTION EQUIPMENT LLC	BACKHOE PARTS	510.71	
			#28 PARTS	456.99	
				<b>967.70</b>	
05/15/2019	54038	AMAZON CAPITAL SERVICES	DVD BURNER FOR BOOKING	36.98	
			USB FLASH DRIVES	24.95	
			CLEANING SUPPLIES	12.47	
				<b>74.40</b>	
05/15/2019	54039	AMERICAN STANDARD ROOFING LLC	3445 PRAIRIE AVE.	100.00	
05/15/2019	54040	AT&T	ACCT. NO. 24854624000218 - 04/25/19 - 05	647.11	
05/15/2019	54041	B-DRY SYSTEMS	3159 CUMBERLAND RD.	100.00	
			2741 COLUMBIA RD.	100.00	
				<b>200.00</b>	

05/15/2019	54042	BCM HOME IMPROVEMENT	2435 SUNNYKNOLL AVE.	75.00
05/15/2019	54043	BIG D LOCK CITY	EQUIPMENT SUPPLIES	6.46
05/15/2019	54044	BILLINGS LAWN EQUIPMENT	MOWER (P & R)	119.14
			HEDGE TRIMMERS (P & R)	130.98
			MOWER / HEDGE TRIMMER (P & R)	76.18
			EQUIPMENT MAINTENANCE	10.38
			#33	12.58
			#33	12.58
				<b>361.84</b>
05/15/2019	54045	BILLY'S ROOFING LLC	1964 KIPLING AVE.	75.00
05/15/2019	54046	BLUE CROSS BLUE SHIELD OF MICH	PAYMENT FOR APRIL 2019 CLAIMS	102,105.86
05/15/2019	54047	BRETT WALTERS	REFUND - BOATER SAFETY BRETT WALTERS	15.00
05/15/2019	54048	C & G NEWSPAPERS	LEGALS FOR BUILDING/PLANNING	152.64
05/15/2019	54049	CAMELOT CLEANERS	PRISONER BLANKET CLEANING (APRIL)	198.85
05/15/2019	54050	CARLETON EQUIPMENT	#27 PARTS	902.96
05/15/2019	54051	CATALYST MEDIA FACTORY	MEDIA RELATIONS - MAY 2019	500.00
05/15/2019	54052	CBTS	PHONE PROGRAMMING	32.06
05/15/2019	54053	CDW GOVERNMENT, INC.	DPW DOCUMENT SCANNER	331.55
			POWER PDF SOFTWARE	691.55
			USB CABLES	15.51
				<b>1,038.61</b>
05/15/2019	54054	CINTAS CORPORATION	WATER / FIRST AID	58.51
			MED BOX CHECK / REFILL	76.62
				<b>135.13</b>
05/15/2019	54055	CITY OF SOUTHFIELD	DREAM CRUISE CONTRACTUAL	500.00
05/15/2019	54056	CLARKE MOSQUITO CONTROL	MOSQUITO TREATMENTS	4,615.20
05/15/2019	54057	COMMERCIAL CLIMATE CONTROLS CORP.	CITY HALL HVAC MAINTENANCE	503.62
			HVAC MAINTENANCE	379.33
			HVAC REPAIR	240.00
			CHANGE FILTERS, ADJ. BELTS, CHECK COOLIN	670.00
				<b>1,792.95</b>
05/15/2019	54058	CONTRACTORS CLOTHING CO.	UNIFORMS	57.87
05/15/2019	54059	CONTRACTORS CONNECTION	#54 PARTS	31.80
05/15/2019	54060	CUTTERS EDGE	DEPTH GUARD FOR CHAIN SAW ON 421	227.67
05/15/2019	54061	DAN MIHAESCU	SHRUB REIMBURSEMENT - HARVARD WM PROJECT	74.19
05/15/2019	54062	DETROIT DIAMOND DRILLING, INC.	#54 PARTS	189.42
05/15/2019	54063	DETROIT MOMS BLOG	CAMP CONTRACTUAL	625.00
05/15/2019	54064	DREW PHILP	AUTHOR PROGRAM	150.00
05/15/2019	54065	DTE ENERGY	2450 BEVERLY BLVD. - 03/26/19 - 04/25/19	93.50
			3226 BACON - 03/26/19 - 04/25/19	430.58
			2099 OXFORD RD. - 04/09/19 - 05/08/19	152.15
				<b>676.23</b>
05/15/2019	54066	DTE ENERGY	STREETLIGHT - 04/01/19 - 04/30/19	12,613.48
05/15/2019	54067	DTE ENERGY COMPANY	DTE POLE RENTAL FOR FIBER NETWORK	405.37
05/15/2019	54068	DURST LUMBER CO	MISC. ITEMS	256.27
05/15/2019	54069	FEDEX OFFICE	INSTRUCTOR MATERIAL - LT. MILLER	92.83
05/15/2019	54070	FIX-IT LLC	1929 SUNNYKNOLL AVE.	50.00
05/15/2019	54071	FRONT LINE SERVICES, INC.	PURE AIR PLUS AIR DRYER - LADDER 421	671.95
05/15/2019	54072	GREAT LAKES PEST CONTROL CO	BUILDING MAINTENANCE	40.00
05/15/2019	54073	GUNNERS METERS & PARTS INC.	WATER	64.00
			WATER	210.00
			WATER	320.00
			WATER	640.00
				<b>1,234.00</b>
05/15/2019	54074	HADLEY CONSTRUCTION	2975 CATALPA DR.	75.00
05/15/2019	54075	HAFELI, STARAN, & CHRIST, P.C.	FOR SERVICES THROUGH 04/30/19	6,368.00
05/15/2019	54076	HERSCH'S INC.	PLAYGROUND / ATHLETIC	182.00

			WATER REPAIR RESTORATION	352.00
				<b>534.00</b>
05/15/2019	54077	HOME DEPOT CREDIT SERVICES	WATER	36.91
			MOWER - TOOL	289.00
			SIGNS & WATER	11.34
				<b>337.25</b>
05/15/2019	54078	HOME INSPECTION PLUS INC.	1628 OXFORD RD.	<b>100.00</b>
05/15/2019	54079	HOWARD L. SHIFMAN P.C.	FOR SERVICES THRU APRIL 30, 2019	609.50
			LABOR LAW	2,334.50
				<b>2,944.00</b>
05/15/2019	54080	HUBBELL, ROTH & CLARK	ENGINEERING	1,396.32
			2020 RESURFACING 12 MILE - ENG. ASSIST.	327.83
			2019 PASER SURVEY	4,071.67
			COOLIDGE WM EXT. - DESIGN	1,220.06
			COOLIDGE WM EXT. - CE SERVICES	2,457.62
			GIS SUPPORT	2,048.35
			OXFORD & PHILLIPS CE SERVICES (ESCROW)	3,079.96
			WM ASSET MANAGE. PLAN	1,405.92
			CATALPA SEWER CE (AS-BUILTS)	2,171.86
			2019 CDBG RAMPS - DESIGN	8,206.47
				<b>26,386.06</b>
05/15/2019	54081	HUNT SIGN CO LTD	SIGNS	700.80
			SIGNS	492.00
			2785 TWELVE MILE RD.	50.00
				<b>1,242.80</b>
05/15/2019	54082	HYDROCORP	APRIL 2019 CROSS CONNECTION	<b>1,658.00</b>
05/15/2019	54083	ICCA	PEG FEES FOR QUARTER ENDING 03/31/19	<b>6,572.07</b>
05/15/2019	54084	INCORE RESTORATION GROUP, LLC	3966 ELEVEN MILE RD.	<b>100.00</b>
05/15/2019	54085	J.H. HART URBAN FORESTRY	TREE TRIMMING 4/22/19 - 4/26/19	4,560.00
			TREE TRIMMING 4/29/19 - 5/03/19	4,161.00
				<b>8,721.00</b>
05/15/2019	54086	JACK DEMMER FORD, INC.	PS PARTS	49.17
			PS PARTS	202.36
			P.S.	49.17
			HGC57350 / P.S. - APPLY CM 754320 TO INV	63.47
				<b>364.17</b>
05/15/2019	54087	JACK DOHENY COMPANIES, INC.	#53 PARTS	<b>586.67</b>
05/15/2019	54088	JAY'S SEPTIC TANK SERVICE	EQUIPMENT SUPPLIES	113.00
			EQUIPMENT SUPPLIES	113.00
				<b>226.00</b>
05/15/2019	54089	JESSICA & SAMUEL SEPPO	CONTRACTOR CANCELLED	<b>54.00</b>
05/15/2019	54090	JUSTIN FROST	SGT. FROST TUITION REIMBURSEMENT	<b>3,579.00</b>
05/15/2019	54091	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES	<b>6.25</b>
05/15/2019	54092	LARRY'S WELDING SUPPLY	EQUIPMENT SUPPLIES	349.25
			APRIL 2019 CYLINDER RENTAL	62.65
				<b>411.90</b>
05/15/2019	54093	LB OFFICE PRODUCTS	(150) SPORT DUFFLE BAGS	1,674.22
			150 PENS - GOLF OUTING	390.00
				<b>2,064.22</b>
05/15/2019	54094	LOGAN'S LAWN CARE	RELOCATE SNOW AT HARVARD COMMONS	<b>621.43</b>



05/15/2019	54095	LOU'S ELECTRIC	REMOVED OLD FLOOD LIGHT FOR FLAG POLE BLDG. MAINT.	300.00 <u>320.00</u>
				<b>620.00</b>
05/15/2019	54096	MAIN'S LANDSCAPE SUPPLY	SOIL SOIL	53.10 <u>53.10</u>
				<b>106.20</b>
05/15/2019	54097	MAJIK GRAPHICS, INC.	STRIP & APPLY GRAPHICS TO 423 STRIP & APPLY GRAPHICS TO #46 STRIP & APPLY NEW GRAPHICS - #48 NEW GRAPHICS ON PATROL VEHICLE 412	695.00 695.00 695.00 <u>695.00</u>
				<b>2,780.00</b>
05/15/2019	54098	MALONEY TRUCKING	HAUL OUT DEBRIS	<b>380.00</b>
05/15/2019	54099	MARINE CITY NURSERY CO	CITY TREES / ARBOR DAY	<b>300.00</b>
05/15/2019	54100	MARY SPENCER	INSTANT POT PROGRAM	<b>250.00</b>
05/15/2019	54101	MCCOY MAINTENANCE, INC.	JANITORIAL FOR CITY HALL JANITORIAL SERVICES MAY 2019 DPW - JANITORIAL JANITORIAL SERVICES	665.00 1,092.00 535.00 <u>1,125.00</u>
				<b>3,417.00</b>
05/15/2019	54102	MD SOLUTIONS, INC.	SIGN POSTS	<b>4,092.00</b>
05/15/2019	54103	MERKLE HOME IMPROVEMENT	4074 CUMMINGS AVE.	<b>75.00</b>
05/15/2019	54104	METRO PUMP SERVICE	APRIL 2019 FUEL/OIL MAINTENANCE	<b>427.50</b>
05/15/2019	54105	MICH. RECREATION & PARK ASSOC.	MEMBERSHIP & DUES	<b>400.00</b>
05/15/2019	54106	MICHIGAN GRAPHICS & AWARDS	GOLF OUTING SPONS.	<b>176.00</b>
05/15/2019	54107	MIDWEST LINEN & UNIFORM SERVICE	MAT CLEANING FOR CITY HALL	<b>168.82</b>
05/15/2019	54108	MIDWEST TAPE	HOOPLA DIGITAL CONTENT	<b>292.64</b>
05/15/2019	54109	MPB CO.	1809 KIPLING AVE.	<b>75.00</b>
05/15/2019	54110	MR. ROOF HOLDING COMPANY LLC	3294 TYLER AVE. 1851 CASS BLVD.	75.00 <u>75.00</u>
				<b>150.00</b>
05/15/2019	54111	NORFIELD DEVELOPMENT PARTNERS, LLC	MISS DIG SOFTWARE MAY 2019	<b>199.00</b>
05/15/2019	54112	NYE UNIFORM	EMBROIDERY - MILLER BOOTS - ANDERSON	18.00 <u>309.50</u>
				<b>327.50</b>
05/15/2019	54113	O'REILLY AUTOMOTIVE, INC.	PARTS	<b>425.73</b>
05/15/2019	54114	OAKLAND COUNTY	APRIL 2019 / SEWAGE TREATMENT	<b>227,107.83</b>
05/15/2019	54115	OAKLAND COUNTY TACTICAL TRAINING	OAK. CO. TACT. - ANNUAL TRAIN. FEE	<b>250.00</b>
05/15/2019	54116	OFFICE DEPOT INC.	BLDG. LABELS TONER & TAPE OFFICE SUPPLIES - APRIL	197.16 138.71 <u>69.69</u>
				<b>405.56</b>
05/15/2019	54117	ON DUTY GEAR	NEW VEST - B. SMITH NEW VEST - J. ROBERTS	795.00 <u>745.00</u>
				<b>1,540.00</b>
05/15/2019	54118	P. A. MORRIS COMPANY	MEETING ATTENDANCE/MINUTES FOR 04/10/19	<b>150.00</b>
05/15/2019	54119	PARTSMASTER	WASHERS PARTS	11.93 <u>529.39</u>
				<b>541.32</b>
05/15/2019	54120	PHILLIPS SIGN & LIGHTING INC.	28747 WOODWARD AVE.	<b>50.00</b>

05/15/2019	54121	PHOENIX SAFETY OUTFITTERS	BOOTS - MUELLER	164.99
			BOOTS - KEMPSKI	279.99
				<b>444.98</b>
05/15/2019	54122	PITNEY BOWES INC.	POSTAGE/WATER BILLS 1/1/19 - 02/28/19	92.20
			3/1/19 - 3/31/19 POSTAGE / WATER BILLS	92.52
				<b>184.72</b>
05/15/2019	54123	PRECISION DATA PRODUCTS	TONER CARTRIDGE FOR LEIN PRINTER	211.65
05/15/2019	54124	PREMIERE PLUS DANCE	DANCE CONTRACTUAL SERVICES	1,733.20
05/15/2019	54125	PRO HOME IMPROVEMENT INC.	1354 HARVARD RD.	100.00
05/15/2019	54126	RAL LAWN & SHRUB CARE	COOLIDGE MEDIAN LAWN TREATMENT 5/6/19	222.00
05/15/2019	54127	RANDY A. SPRINGFIELD	2737 TWELVE MILE RD.	100.00
05/15/2019	54128	RHODES WELDING CO. INC.	EQUIPMENT MAINTENANCE	775.00
05/15/2019	54129	RKA PETROLEUM COS, INC	#2 ULTRA LOW SULFUR DIESEL	1,697.87
05/15/2019	54130	ROAD COMMISSION OF OAKLAND CO	APRIL 2019 TRAFFIC SIGNAL MAINTENANCE	4,812.14
			APRIL 2019 - SCATS/AUTOSCOPE	5.70
			COLD PATCH	2,374.08
				<b>7,191.92</b>
05/15/2019	54131	ROBERT HARPSTER	1975 SUNNYKNOLL AVE.	50.00
05/15/2019	54132	ROCHESTER MIDLAND	SANOR SERVICE FOR CITY HALL	64.08
05/15/2019	54133	ROYAL OAK AWNING	2600 TWELVE MILE RD. 2612	50.00
			2838 COOLIDGE HWY. 2840	50.00
				<b>100.00</b>
05/15/2019	54134	ROYAL TRUCK & TRAILER SALES & SERV.	DPW TRAILER	96.98
05/15/2019	54135	RYAN D. SKELLEY	3817 GRIFFITH AVE.	50.00
05/15/2019	54136	S/E OAK. CTY WATER AUTHORITY	BULK WATER APRIL 2019	76,280.17
05/15/2019	54137	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE, & PICK-UP 4/16/19 - 4/30	47,249.00
05/15/2019	54138	SALZBURG LANDSCAPE SUPPLIES	PLAYGROUND SUPPLY	5,325.00
05/15/2019	54139	SAS SERVICES	1692 ELEVEN MILE RD.	75.00
05/15/2019	54140	SCHAFFER CONSTRUCTION, INC.	FIRE HALL EXPANSION	6,593.00
05/15/2019	54141	SCOTT SMITH	TUITION REIMBURSEMENT - WINTER 2019	2,011.37
05/15/2019	54142	SOUTHERN MICH DOG OBEDIENCE TRAIN.	CONTRACTUAL SERVICES INSTRUCTOR PAYMENT	1,636.00
05/15/2019	54143	SS 567 UNIVERSITY	REFUND ON MEETING ROOM RENTAL	87.50
05/15/2019	54144	STATE OF MICHIGAN	RENEWAL PLATES / TABS	13.00
05/15/2019	54145	STATE OF MICHIGAN	SOR FEE - G. RIX	30.00
05/15/2019	54146	STRAWBERRY SOLAR, LLC	3641 OAKSHIRE AVE.	100.00
05/15/2019	54147	TECHRADIUM, INC.	ANNUAL IRIS SERVICE FEE	84.00
05/15/2019	54148	TERMINAL SUPPLY CO	#88 SMART BUS	38.48
05/15/2019	54149	THE KITCHEN INC.	PRISONER MEALS	361.74
05/15/2019	54150	THE LIBRARY NETWORK	BOOKS & AV MATERIALS	4,743.01
05/15/2019	54151	THE PRINT STOP, INC	DB ENVELOPES	267.00
			PUBLIC HEARING NOTICES	88.00
			BUSINESS CARDS - GABRIEL	48.75
				<b>403.75</b>
05/15/2019	54152	THOMAS JOSEPH BERTA	3906 OAKSHIRE AVE.	50.00
			3906 OAKSHIRE AVE.	50.00
			3524 ELLWOOD AVE,	800.00
				<b>900.00</b>
05/15/2019	54153	TITTLE BROTHERS CONSTRUCTION LLC	2880 GRIFFITH AVE.	100.00
05/15/2019	54154	TRANSUNION RISK AND ALTERNATIVE	TLOXP	220.90
05/15/2019	54155	TRESNAK CONSTRUCTION	1380 EATON RD.	75.00
05/15/2019	54156	TRUCK & TRAILER SPECIALTIES, INC.	#53 PARTS	63.12
05/15/2019	54157	TYLER FOX	MILEAGE REIMBURSEMENT	19.72
05/15/2019	54158	UNIQUE MANAGEMENT SERVICES, INC.	4 PLACEMENTS	35.80
05/15/2019	54159	VERIZON WIRELESS	FOR SERVICE 04/02/19 - 05/01/19	219.08
05/15/2019	54160	VESCO OIL CORPORATION	PARTS CLEANER	93.25
05/15/2019	54161	VINSETTA GARAGE HOLDING LLC	27799 WOODWARD AVE.	50.00
05/15/2019	54162	VIP'S HANDYMAN	3044 TWELVE MILE RD.	100.00
05/15/2019	54163	WHITE'S HOME IMPROVEMENT INC.	2814 ROYAL AVE.	50.00
05/15/2019	54164	WINDER POLICE EQUIPMENT	STRIP OLD 412	780.00

			NEW EQUIPMENT FOR 412	203.20
			NEW EQUIPMENT FOR 412	1,194.20
			NEW EQUIPMENT FOR 412	1,945.20
			INSTALL LABOR FOR NEW 412	1,980.00
				<b>6,102.60</b>
05/15/2019	54165	WINDSTREAM	FOR SERVICE 04/04/19 - 05/03/19	598.92
05/15/2019	54166	WOLVERINE TRUCK SALES	#4-21 (P.S.) - APPLY CM 1146941 TO INVOI	23.91
05/15/2019	54167	WOW! BUSINESS	UTILITIES (2400 ROBINA)	102.84
05/15/2019	54168	XEROX CORPORATION	APRIL 2019 PAYMENT FOR S/N B0W-869461	500.61
			XEROX FEES 3/21 - 4/21/19	25.36
				<b>525.97</b>
05/15/2019	54169	YOUR HOUSE DOCTORS INC.	1845 OAKSHIRE AVE.	50.00
05/16/2019	54170	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN #6304 - PR #10	3,420.00
05/16/2019	54171	BLUE CROSS BLUE SHIELD OF MICHIGAN	JUNE 2019 PAYMENT FOR SUFFIX 600	6,409.76
			JUNE 2019 PREMIUM FOR SUFFIX 601	25,329.92
				<b>31,739.68</b>
05/16/2019	54172	MERS OF MICHIGAN	SERVICE CREDIT FOR LISA FOREMAN	23,484.00
05/16/2019	54173	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #1	82.99
			CHILD SUPPORT CASE NO. 913286400 - PR #	128.05
			CHILD SUPPORT CASE NO. 913488854 - PR #1	87.13
				<b>298.17</b>
05/16/2019	54174	NAT'L COLLEGIATE STUDENT LOAN TRUST	MISC. DEDUCT. CASE NO. 14000168CK - PR #	336.77
05/16/2019	54175	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #10	5,023.20
			EMPL. DEDUCT. (ROTH) - PR #10	1,103.14
				<b>6,126.34</b>
05/16/2019	54176	STATE OF MICH-DEPT OF TREASURY	APRIL 2019 MI TAX WITHHOLDING FOR ACTIVE	16,298.36
05/16/2019	54177	STATE OF MICH-DEPT OF TREASURY	APRIL 2019 MI TAX WITHHOLDING FOR RETIRE	2,827.08
05/16/2019	54178	STATE OF MICHIGAN - DETROIT	APRIL 2019 DETROIT WITHHOLDING	1,134.77
05/16/2019	54179	VANTAGEPOINT TRNSFR AGENTS-107930	EMPLOYER CONTRIB. (401) - PR #10	538.45
05/16/2019	54180	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #10	1,875.12
			EMPLOYEE DEDUCT. - LOAN - PR #10	24.80
				<b>1,899.92</b>
05/16/2019	54181	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #10	80.00
05/29/2019	54182	RONALD L. GABRIEL JR.	RELATED TO PAYROLL 053019	700.00
05/31/2019	54183	46TH DISTRICT COURT	JASMINE WASHINGTON - #170036075	400.00
05/31/2019	54184	ABLE PLUMBING & CONTRACTING CO.	BUILDING MAINTENANCE	125.00
05/31/2019	54185	ADN ADMINISTRATORS, INC.	ADMINISTRATIVE FEE FOR JUNE 2019	902.75
05/31/2019	54186	ALERUS FINANCIAL	HEALTH CARE SAVINGS PLAN #6304 - PR #11	825.00
05/31/2019	54187	ALLIANCE MOBILE HEALTH	BLOOD DRAW FOR PATIENT NO. 197044	145.00
			BLOOD DRAW FOR PATIENT NO. 196788	145.00
				<b>290.00</b>
05/31/2019	54188	AMAZON CAPITAL SERVICES	MEMORY CARD READERS	34.00
05/31/2019	54189	ANELA MIHAESCU	REIMBURSEMENT FOR FLOWERS AT LIBRARY	296.80
05/31/2019	54190	APPLIED IMAGING	OFFICE EQUIPMENT RENTAL	155.51
			DPW COPIES 4/11/19 - 5/10/19	65.39
				<b>220.90</b>
05/31/2019	54191	ARA TOPOUZIAN	ARMENIAN MUSIC CONCERT	300.00
05/31/2019	54192	ARMADILLO	CITIZENS POLICE ACADEMY T-SHIRTS	200.00
05/31/2019	54193	AVENTRIC TECHNOLOGIES	EQUIPMENT SUPPLIES	126.00
			EQUIPMENT SUPPLIES	119.00

				<b>245.00</b>
05/31/2019	54194	BASIC	ADMINISTRATIVE FEE FOR MAY 2019	<b>80.00</b>
05/31/2019	54195	BERKLEY HIGH SCHOOL	2 BHS YEARBOOKS 2018 & 2019	<b>130.00</b>
05/31/2019	54196	BERKLEY JR. WOMEN'S CLUB	CONTRACTUAL SERVICES	<b>1,361.90</b>
05/31/2019	54197	BETTY A. SMITH	OAKLAND COUNTY TOUR REFUND	<b>70.00</b>
05/31/2019	54198	BRIAN GOTHARD	EMS I.C. APPLICATION	<b>100.00</b>
05/31/2019	54199	CADILLAC ASPHALT, LLC	COLD PATCH	511.14
			COLD PATCH	269.79
				<b>780.93</b>
05/31/2019	54200	CMNTV	CABLE PRODUCTION	<b>1,265.00</b>
05/31/2019	54201	COMMERCIAL CLIMATE CONTROLS CORP.	HVAC	725.00
			EQUIPMENT MAINTENANCE	346.32
			REPLACED HEATER COIL, REPLACED BAD BULB	415.53
			R & R DUCT HEATER	1,330.00
			HVAC REPAIR	300.00
				<b>3,116.85</b>
05/31/2019	54202	CONSUMERS ENERGY	3155 COOLIDGE HWY. - 04/11/19 - 05/10/19	314.26
			2395 12 MILE RD. - 04/11/19 - 05/10/19	1,053.11
			3322 COOLIDGE HWY. - 04/11/19 - 05/10/19	418.38
			2400 ROBINA - 04/10/19 - 05/09/19	349.31
			2300 ROBINA - 04/11/19 - 05/09/19	91.84
			3238 BACON - 04/11/19 - 05/13/19	145.31
				<b>2,372.21</b>
05/31/2019	54203	CONTRACTORS CLOTHING CO.	UNIFORMS	22.50
			UNIFORMS	50.23
				<b>72.73</b>
05/31/2019	54204	CONTRACTORS CONNECTION	GARAGE & GLOVES	<b>1,064.00</b>
05/31/2019	54205	CORE & MAIN LP	WATER	<b>2,516.24</b>
05/31/2019	54206	D & D EMULSIONS, INC.	COLD PATCH ENHANCER	<b>2,175.68</b>
05/31/2019	54207	DEPENDABLE BUILDERS	3179 KIPLING AVE,	<b>1,500.00</b>
05/31/2019	54208	DTE ENERGY	2395 12 MILE RD. - 04/10/19 - 05/09/19	3,705.54
			3155 COOLIDGE HWY. - 04/10/19 - 05/09/19	998.96
			2400 ROBINA - 04/10/19 - 05/09/19	480.22
			2261 ROBINA - 04/10/19 - 05/09/19	878.44
			2100 BACON - 04/10/19 - 05/09/19	143.29
			2990 12 MILE RD. - 03/09/19 - 05/09/19	45.32
			2398 12 MILE RD. - 04/10/19 - 05/09/19	39.16
			3341 ROBINA - 04/10/19 - 05/09/19	65.66
			3238 BACON - 04/10/19 - 05/09/19	146.06
				<b>6,502.65</b>
05/31/2019	54209	DTE ENERGY	2300 ROBINA - 04/09/19 - 05/08/19	<b>2,011.02</b>
05/31/2019	54210	DYNAMIC SCHOOL ASSEMBLIES, INC	PROGRAM FEE	<b>395.00</b>
05/31/2019	54211	ED RINKE CHEVROLET	#39 / 36	<b>6.82</b>
05/31/2019	54212	EDWARDS PLUMBING & HEATING	3625 BACON AVE.	500.00
			2706 WAKEFIELD RD.	1,000.00
				<b>1,500.00</b>
05/31/2019	54213	EVANS PLUMBING INC.	1991 WILTSHIRE RD.	<b>500.00</b>
05/31/2019	54214	EZELL SUPPLY CORPORATION	MAINTENANCE SUPPLIES	<b>86.92</b>
05/31/2019	54215	FIRE DEFENSE EQUIPMENT COMPANY	CO2 RECHARGE - DPW	<b>54.85</b>
05/31/2019	54216	FOLIO OFFICES LLC	PRIVATE OFFICE	<b>1,193.55</b>
05/31/2019	54217	FOLIO STUDIOS	FACADE IMPROVEMENT PROGRAM	<b>2,500.00</b>
05/31/2019	54218	GREAT LAKES PEST CONTROL CO	PEST CONTROL	60.00
			MONTHLY PEST CONTROL 05-21-19	40.00
				<b>100.00</b>

05/31/2019	54219	GREAT LAKES WATER AUTHORITY	IWC - APRIL 2019	2,901.33
05/31/2019	54220	GUNNERS METERS & PARTS INC.	WATER	625.00
05/31/2019	54221	HOME DEPOT CREDIT SERVICES	C.H. MEMORIAL DAY	110.26
05/31/2019	54222	IAN KINDER LLC	CONTRACTUAL INSTRUCTOR PAYMENT	198.00
05/31/2019	54223	INFLATABLE PLAYSPACES	CAMP CONTRACTUAL	250.00
			CAMP CONTRACTUAL	250.00
				<b>500.00</b>
05/31/2019	54224	ISSUE MEDIA GROUP	UNDERWRITING/SPONSORSHIP	3,300.00
05/31/2019	54225	J.H. HART URBAN FORESTRY	TREE TRIMMING & STUMPING	4,957.75
			TREE TRIMMING 5/13/19 - 5/17/19	4,560.00
			TREE TRIMMING 5/20/19 - 5/24/19	4,218.00
				<b>13,735.75</b>
05/31/2019	54226	JACK DEMMER FORD, INC.	P.S.	49.17
05/31/2019	54227	JAY'S SEPTIC TANK SERVICE	EQUIPMENT SUPPLIES	113.00
05/31/2019	54228	JOSEPH KCHODL	PROGRAM FEE	350.00
05/31/2019	54229	JOSHUA PEARSON	JUNIOR CAMP WK 2 REFUND	160.00
05/31/2019	54230	JUMP-A-RAMA, INC.	CONTRACTUAL INSTRUCTOR PAYMENT	2,040.50
05/31/2019	54231	KAREN BONNICI	PROGRAM FEE	175.00
05/31/2019	54232	KARIE HEBERT	REFUND JK WEEK 1	132.00
05/31/2019	54233	KEN HOOPER	OAKLAND COUNTY TOUR REFUND	35.00
05/31/2019	54234	KNELLO PRINTING	SUMMER READING PRINTING	400.00
05/31/2019	54235	KONICA MINOLTA BUSINESS SOLUTIONS	STAPLER & HOLE PUNCH UNIT	877.34
05/31/2019	54236	LEVINE & SONS INC.	2354 TYLER AVE,	1,000.00
05/31/2019	54237	LIFE CONSTRUCTION AND DESIGN	RE-ISSUE CHECK #53284 - 1220 ELEVEN MILE	50.00
05/31/2019	54238	MAJIK GRAPHICS, INC.	NEW VEHICLE GRAPHICS FOR UNIT 410	645.00
			NEW GRAPHICS FOR #414	610.00
				<b>1,255.00</b>
05/31/2019	54239	MALONEY TRUCKING	HAUL OUTS	4,280.00
			HAUL IN/OUT	1,700.00
			HAUL IN/OUT	3,660.00
				<b>9,640.00</b>
05/31/2019	54240	MARY ANN DOHERTY	OAKLAND COUNTY TOUR REFUND	35.00
05/31/2019	54241	MCCHESNEY ELECTRIC, INC.	EQUIPMENT SUPPLIES	980.00
05/31/2019	54242	MCCOY MAINTENANCE, INC.	CUSTODIAL SERVICES	895.00
05/31/2019	54243	MCKENNA	INSPECTIONS FOR APRIL 2019	35,466.76
05/31/2019	54244	MICH. RECREATION & PARK ASSOC.	CAMP CONTRACTUAL	302.00
05/31/2019	54245	MICHIGAN SCIENCE CENTER	PROGRAM FEE	150.00
05/31/2019	54246	MIDWEST LINEN & UNIFORM SERVICE	MAT CLEANING FOR CITY HALL	168.82
			BUILDING MAINTENANCE	136.82
				<b>305.64</b>
05/31/2019	54247	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	87.13
				<b>298.17</b>
05/31/2019	54248	MR. KABOB	2 CASES OF WATER	20.00
05/31/2019	54249	NAT'L COLLEGIATE STUDENT LOAN TRUST	MISC. DEDUCT. CASE NO. 14000168CK - PR #	336.77
05/31/2019	54250	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #11	6,028.61
			EMPL. DEDUCT. (ROTH) - PR #11	1,303.86
				<b>7,332.47</b>
05/31/2019	54251	NYE UNIFORM	MABIS TECH RESCUE - MILLER	493.46
			MABIS TECH RESCUE - SCHEWE	385.48
				<b>878.94</b>
05/31/2019	54252	O'REILLY AUTOMOTIVE, INC.	SMALL ENGINE EQUIPMENT	55.09

05/31/2019	54253	OAKLAND COMMUNITY COLLEGE/CREST	BLANCHARD - HOMELAND SEC. 911 TRNG.	200.00
			BLANCHARD - DISP. TRNG. - 911 LIABILITY	200.00
			BLANCHARD - DISP. TRNG. - DOM VIO	200.00
				<b>600.00</b>
05/31/2019	54254	OAKLAND COUNTY	NEW PRINTER FOR DISPATCH	616.55
05/31/2019	54255	OAKLAND PRESS	26 WEEKS OF OAKLAND PRESS	334.20
05/31/2019	54256	OVERDRIVE, INC.	OVERDRIVE CONTENT	3,000.00
05/31/2019	54257	PARTSMASTER	TOOLS	169.84
			GARAGE	52.69
			GARAGE	86.72
			TOOLS	508.84
				<b>818.09</b>
05/31/2019	54258	PITNEY BOWES INC.	1/27/19 - 1/31/19 POSTAGE / WATER BILLS	96.88
05/31/2019	54259	PREMIER SAFETY	WATER	250.00
05/31/2019	54260	PRORIDER, INC.	BIKE HELMETS - LIDS FOR KIDS	2,844.00
05/31/2019	54261	PROTECTION 1 / ADT	DPW ALARM MONITORING	70.00
05/31/2019	54262	RENU POWER TOOL & SUPPLY	TOOL / WATER	149.00
05/31/2019	54263	RKA PETROLEUM COS, INC	#2 ULTRA LOW SULFUR DIESEL	1,610.39
05/31/2019	54264	ROBERT H. BEATTY JR.	FIRE INVESTIGATION COVERALL PPE	75.56
05/31/2019	54265	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE / PICK UPS 5/1/19 - 5/15/ APRIL 2019 PICK UPS / TOTERS REC.	40,945.00 1,249.27
				<b>42,194.27</b>
05/31/2019	54266	SCHOOLCRAFT COLLEGE	EVO TRNG. 6/10 & 6/11 FOR DAVID ARNEY	600.00
05/31/2019	54267	SOYSOLV BIOSOLVENTS LLC	ASPHALT INHANCER	920.00
05/31/2019	54268	SPALDING DEDECKER	COOLIDGE HWY STRIPING	800.00
05/31/2019	54269	STATE OF MICHIGAN	ESCHEATED CHECKS	650.00
05/31/2019	54270	STATE WIRE & TERMINAL INC.	GARAGE	176.91
05/31/2019	54271	STEWART & SONS CONCRETE	ROAD REPAIR & CB REPAIR	13,256.10
			ROAD & CB REPAIR	11,896.80
			ROAD REPAIR	551.25
				<b>25,704.15</b>
05/31/2019	54272	STREET DUTY	3 BIKE PATROL PANTS	225.00
05/31/2019	54273	SUN LIFE FINANCIAL	JUNE 2019 PREMIUM FOR BILLING GROUP #002	338.66
			JUNE 2019 PREMIUM FOR BILLING GROUP #001	2,723.80
				<b>3,062.46</b>
05/31/2019	54274	SUPREME WELDING & POWDER COATING	P.S. A19602	400.00
05/31/2019	54275	TERMINAL SUPPLY CO	PARTS ALL DEPTS. / DPW/P&R/PS	158.66
			#39	63.56
			#39	3.48
				<b>225.70</b>
05/31/2019	54276	THE LAKOTA GROUP, INC.	DOWNTOWN STRATEGIC PLAN	9,442.65
05/31/2019	54277	THE LIBRARY NETWORK	BOOKS & AV MATERIALS	4,228.97
05/31/2019	54278	THE PRINT STOP, INC	LETTERHEAD FOR FINANCE	90.00
05/31/2019	54279	TIRE WHOLESALERS COMPANY INC	P.S.	228.14
05/31/2019	54280	TRUCK & TRAILER SPECIALTIES, INC.	#41 OUTSIDE REPAIRS	5,948.61
			SWAPLOADER - 18 YD. CONTAINER	7,793.94
				<b>13,742.55</b>
05/31/2019	54281	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #11	538.45
05/31/2019	54282	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #11	2,134.26
			EMPLOYEE DEDUCT. - LOAN - PR #11	24.80
				<b>2,159.06</b>
05/31/2019	54283	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #11	80.00

05/31/2019	54284	VERIZON WIRELESS	FOR SERVICE 04/21/19 - 05/20/19	<b>1,016.16</b>
05/31/2019	54285	VIVIAN CARMODY	MONTHLY CONSULTING SERVICES	<b>4,795.00</b>
05/31/2019	54286	WINDER POLICE EQUIPMENT	IN CAR VIDEO REPAIR ON DVR UNIT #410	<b>216.00</b>

Total of 266 Checks:	956,286.73
Less 0 Void Checks:	0.00
Total of 266 Disbursements:	956,286.73

**CITY OF BERKLEY  
ACH TRANSFERS**

**VENDOR**

5/2/2019	INTERNAL REVENUE SERVICE	\$	15,723.58
5/3/2019	DPW UNION DUES	\$	373.50
5/3/2019	PSO UNION DUES	\$	680.00
5/3/2019	PS COMMAND UNION DUES	\$	360.00
5/3/2019	INTERNAL REVENUE SERVICE	\$	34,727.72
5/7/2019	MERS	\$	59,812.90
5/17/2019	INTERNAL REVENUE SERVICE	\$	34,917.78
5/20/2019	PSO UNION DUES	\$	680.00
5/20/2019	PS COMMAND UNION DUES	\$	360.00
5/21/2019	MERS (WAS NOT DEDUCTED IN DEC. 2018)	\$	88,972.82
		<b>\$</b>	<b>236,608.30</b>

**City Clerk**

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

\_\_\_\_\_  
*Daniel Terbrack, Mayor*

\_\_\_\_\_  
*Phommady Boucher, City Clerk*

**A RESOLUTION**  
**of the Council of the City of Berkley, Michigan**  
**Honoring Tom Bustance**  
**Commander, American Legion Post 374 in Berkley**

**WHEREAS**, The Berkley Post 374 of the American Legion is an integral part of the City of Berkley; and

**WHEREAS**, Under Commander Tom Bustance's leadership the post has been an active part of many of the City's activities which include Berkley Days, Taste of Berkley, Lids for Kids, the Fire Open House, Memorial Day and Veterans Day ceremonies and the Holiday Lights Parade; and

**WHEREAS**, Commander Tom Bustance took on a tremendous challenge with the possibility of the post closing due to bankruptcy, and through his leadership and negotiating skills returned the post to solvency; and

**WHEREAS**, Every year through his efforts money and food are collected to feed homeless veterans at Christmas time; and

**WHEREAS**, Tom understands that the giving of oneself in service to another empowers the giver and the recipient; and that volunteers are vital to our future as a caring and productive post and city; and

**WHEREAS**, Tom has continued to further the American Legion goals of Service, Patriotism and Camaraderie; and

**WHEREAS**, Tom welcomed veterans and their families to all of the post events; and

***NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:***

*That the Council of the City of Berkley hereby recognizes that June 9, 2019 as Commander Tom Bustance Day in Berkley, and urges everyone to recognize Tom for his exceptional commitment to Post 374, Berkley American Legion, as well as his dedication to the City of Berkley.*

---

Daniel J. Terbrack, Mayor

Attest:

---

Phommady A. Boucher, City Clerk



**A PROCLAMATION**  
**of the Council of the City of Berkley, Michigan**  
**Declaring June 2019 as LGBTQ+ Pride Month**

**WHEREAS**, the City of Berkley is a welcoming community, an exceptional place to live, work, play, learn, build a business, and raise a family; and

**WHEREAS**, the City Berkley recognizes the importance of equality and freedom; and

**WHEREAS**, our nation was founded on and is guided by a set of principles which include that every person has been created equal, has rights to their life, liberty and pursuit of happiness, and that each shall be accorded the full recognition and protection of the law; and

**WHEREAS**, the City of Berkley's Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community are a vital part of all fields and professionals and contribute to making our community a stronger one; and

**WHEREAS**, the City of Berkley is dedicated to fostering acceptance of all of its residents and preventing discrimination, harassment, and bullying based on sexual orientation, gender identity, and expression; and

**WHEREAS**, Berkley is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, gender, and sexual identities of its residents; all of which contribute to the vibrant nature of our City; and

**WHEREAS**, it is imperative that young people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders.

**NOW THEREFORE BE IT PROCLAIMED**, that the Mayor and Council of Berkley, hereby proclaim and recognize June 2019 as LGBTQ+ Pride Month in the City of Berkley and urge residents to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality, liberty, and justice.

Proclaimed this 17th day of June, 2019 at a Regular Meeting of the Berkley City Council.

---

Daniel J. Terbrack, Mayor

*Attest:*

---

*Phommady A. Boucher, City Clerk*

June 17, 2019 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to authorize a Junior Women's Club and Downtown Development Authority (DDA) event "Robina Rhapsody" and "Couples Night Out" on Robina to the alley north of Twelve Mile Road on Thursday, July 18, 2019 and on Dorothea to the alley east of Coolidge Highway on Thursday, August 22, 2019 from 4:00 PM to 10:00 PM. Approval is conditional upon the submission of required items and documents prior to event dates.

Ayes:

Nays:



City of Berkley  
Department of Public Safety



INTEROFFICE CORRESPONDENCE

**DATE:** June 11, 2019  
**TO:** Matthew Baumgarten, City Manager  
**FROM:** Matt Koehn, Director of Public Safety *MBK*  
**SUBJECT:** Robina Rhapsody/Couples Night Out, Art and About,  
Robina Rhapsody/Sidewalk Sales

The Berkley Downtown Development Authority has submitted an application for three events. The events are from 4 PM to 10 PM and include:

- July 18, 2019 Robina Rhapsody/Couples Night Out (in conjunction with the Junior Women's Club), which will close Robina north from 12 Mile to the alley
- August 2, 2019 Art and About, which will close Dorothea east from Coolidge to the municipal parking
- August 22, 2019 Robina Rhapsody/Sidewalk Sale (in conjunction with the Junior Women's Club), which will close Robina north from 12 Mile to the alley

The two Robina events will feature entertainment and the Art and About will feature arts, crafts, and jewelry.

The Department of Public Safety has reviewed the application. The Berkley Downtown Development Authority is an entity of the City of Berkley. The Robina Rhapsody events will be staffed by five to 10 volunteers and the Art and About event will be staffed by approximately five volunteers. Volunteers will be stationed at the road closure locations. The Junior Women's Club has not submitted a Special Event Hold Harmless Agreement, and will need to do so prior to approval.

The Department of Public Safety will collaborate with the Berkley Department of Public Works to work out all of the details of the event. Upon approval, DPS will prepare a TCO for all closures.

The Department of Public Safety will monitor the events.

The Department of Public Safety recommends approval of the Robina Rhapsody/Couples Night Out, Art and About, Robina Rhapsody/Sidewalk Sale. This approval is contingent upon the submission of the Special Event Hold Harmless Agreement by the Junior Women's Club.



# CITY OF BERKLEY COMMUNITY SPECIAL EVENT PERMIT APPLICATION DISPOSITION CHECKLIST

**Event Name:** Couples Night Out (CNO)/Robina Rhapsody(RR); Robina Rhapsody/Sidewalk Sales; Art & About (A&A)

Event Date(s)	Location(s)	Event Hours
July 18, August 2, 22, 2019	Robina to Alley on 7/18 and 8/22 Dorothea on 8/2	4pm to 10 pm

**ORGANIZATION:**

<b>Organization Name:</b> Berkley Downtown Development Authority			
<b>Headquarters Street Address:</b> 2838 Coolidge Hwy, Ste 101			
<b>City:</b> Berkley	<b>State:</b> MI	<b>Zip Code:</b> 48072	<b>Phone:</b> (248) 658-3350
<b>Website:</b> www.downtownberkley.com			

**Tax Exempt Status (as defined by the US Internal Revenue Service):**

Non-Profit \_\_\_\_\_ 501(c)(3) \_\_\_\_\_ N/A \_\_\_\_\_ Other (specify) DDA

The following documents have been submitted:

Completed application	<u>X</u> YES ___ NO
Valid IRS tax exempt verification	<u>X</u> YES ___ NO
Financial report for the preceding fiscal year	<u>X</u> YES ___ NO
Proof of Commercial Liability Coverage	<u>X</u> YES ___ NO
Estimated cost to execute the solicitation / event	<u>X</u> YES ___ NO
Charitable Solicitation / Special Event Hold Harmless Agreement	<u>X</u> YES ___ NO

**Application reviewed by:** Public Safety M. Kuhn 6-11-19 Public Works DS 6-11-19  
 Building Official T. McLean 6-11-19

**Comments:**

Must pass inspection w. Fire Marshal

**Presented to City Council:**

**Date:** \_\_\_\_\_ **Approved:** \_\_\_\_\_ YES \_\_\_ NO **Organization Notified** \_\_\_\_\_ YES \_\_\_ NO **Date** \_\_\_\_\_



City Clerk's Office  
 3338 Coolidge Hwy.  
 Berkley, MI 48072  
 248-658-3300  
 Fax: 248-658-3301  
 www.berkleymich.org

Print Form

# CITY OF BERKLEY, MICHIGAN

## COMMUNITY SPECIAL EVENT APPLICATION

**Name of Events** Couples Night Out (CNO)/Robina Rhapsody(RR); Robina Rhapsody/Sidewalk Sales; Art & About (A&A)

**Organization / Contact:**

Name of Organization: DDA Contact's Name: Vivian Carmody  
 Address: 2838 Coolidge Highway, Ste 101 City: Berkley State/zip: 48072  
 Telephone: 248-658-3350(V.C.) 24 Hour Emergency Contact: \_\_\_\_\_

*If event will be on private property owned by someone else, then a letter of permission from the property owner must be submitted with the application.*

Event Location:	If the event involves city streets or sidewalks, include a map showing the location. A petition from affected businesses may be required.	Robina 12 Mile to Alley on 7/18 and 8/22 Dorothea on 8/2
Dates and Hours of Event:	<u>4 pm to 10 pm: 7/18 (CNO/RR) ; 8/2 (A&amp;A) ; 8/22 (RR/SWS)</u>	
How many employees or volunteers?	RR events will have 5-10 volunteers; A&A will have about 5 volunteers with the road closure.	
How will site be secured during off-hours?	<u>N/A</u>	
What type of merchandise will be sold?	<u>none for CNO and RR; artwork/crafts for A&amp;A</u>	
If you are selling food, include a copy of your receipt from Oakland County Health Department.	<u>N/A</u>	
Will there be any electricity outside the building (e.g., extension cords, heaters, lights)? If yes, an electrical inspection by the City will be required after set up and before opening.	RR will have extension cords to light poles as in past	
Include a Site Plan showing where merchandise will be sold, how pedestrian and vehicular traffic will circulate on the site.	<u>attached</u>	
What are your plans for set up and removal?	DPW will drop barricades and close street; Volunteers will remove barricades after event cleanup	
Tax Exempt Status (as defined by the US Internal Revenue Service): Non-Profit <input type="checkbox"/> 501.C3 <input type="checkbox"/> Other (specify) <input checked="" type="checkbox"/> <u>DDA</u>		
Include the following documents:	<input type="checkbox"/> Internal Revenue Service tax exempt documentation for the organization. <input type="checkbox"/> Organization's financial report for the preceding fiscal year. <input type="checkbox"/> Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal injury, Bodily injury, and Property Damage. <input type="checkbox"/> Liquor Liability, \$500,000 per occurrence and \$500,000 aggregate. (if applicable) <input type="checkbox"/> Special Event Hold Harmless Agreement signed by an authorized representative	

By Ordinance, each Community Special Event is limited to a maximum of 7 days.

Applications must be received at least 45 days prior to the event. Events involving the public right of way will require City Council approval. I understand that a representative of the organization will need to attend the City Council meeting. The City will notify me of the meeting date and time.

An application will be denied or an event shut down if complete and accurate information is not provided.

Vivian Carmody  
 Signature of Applicant

05/28/18  
 Date

## APPROVALS

DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	yes	<i>T. McLean</i>	6-11-19
Comments: <i>Must pass inspection w. Fire Marshal</i>			
Public Safety	yes	<i>M. K...</i>	6-11-19
Comments: Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:	yes	<i>[Signature]</i>	6-11-19
Comments: <i>PLEASE SEE EMAIL FOR COMMENTS</i>			
Parks/Recreation	yes	<i>Theresa...</i>	6/11/19
Comments:			
City Clerk	Yes	<i>Lina Cipriani</i>	6/14/19
Comments:			
City Manager	Yes	<i>[Signature]</i>	6/14/19
Comments: <i>See department comments</i>			

**For City Use Only:**

Date Application Received

Receipt Number

Received	Receipt Number	Date Received
Application Fee (\$200.00) <input type="checkbox"/>		
Clean up Bond (\$100.00) <input type="checkbox"/>		
Fee Waived <input checked="" type="checkbox"/>	City Manager's approval required	6/14/2019

City Manager's Signature: *[Signature]*

Date: 6/14/2019

IF APPLICABLE:

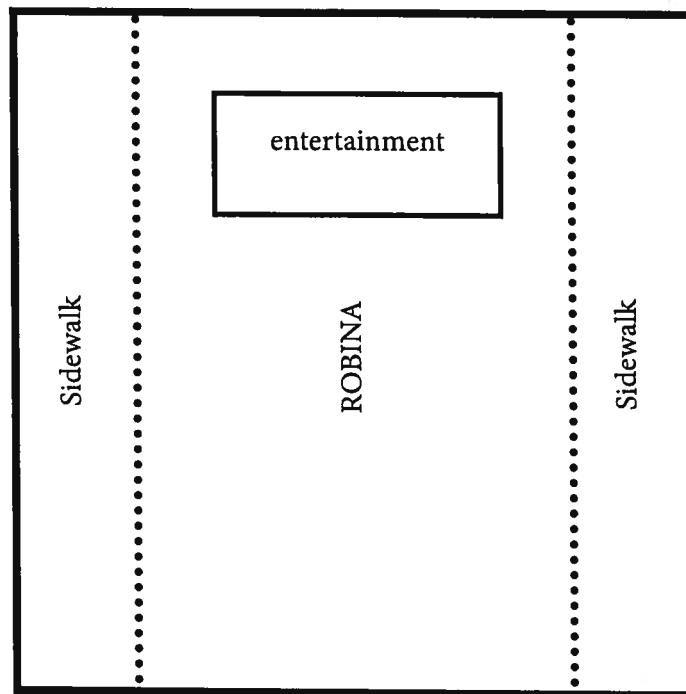
Motion Number:

Conditions (if any):

Is fee to be reimbursed?

**Robina Rhapsody - 7/18 and 8/22**

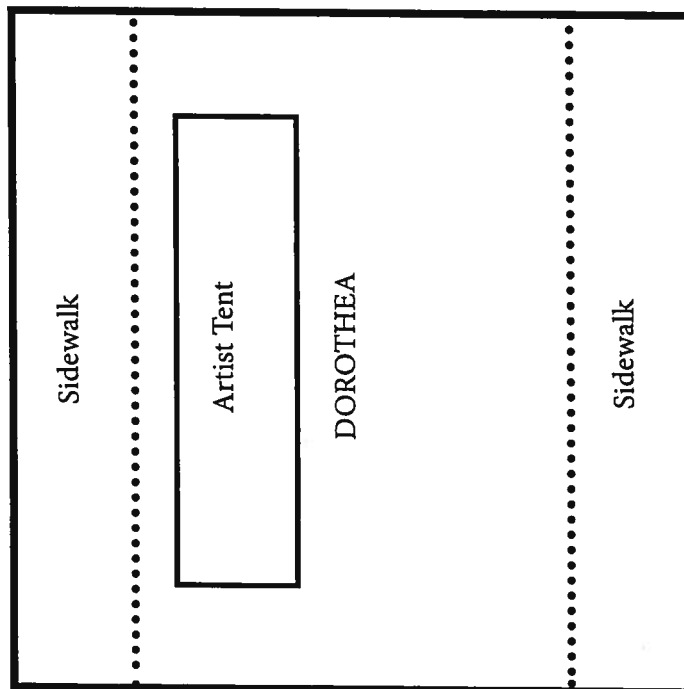
ALLEY



12 MILE

**Art & About - 8/2**

ALLEY/PARKING



COOLIDGE



## CITY OF BERKLEY CHARITABLE SOLICITATION HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between Berkley DDA, (the Organization) and the City of Berkley, Michigan, (City) for the date(s) specified below.

Organization Name Berkley DDA

Address 2838 Coolidge

City Berkley State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Event Name Robina Rhapsody (with Jr. Women's Club) and Art & About

Event Location(s) Robina and Dorothea Event Date(s) Robina: 7/18; 8/22;  
Dorothea: 8/2

To the fullest extent permitted by law, the Organization expressly agrees to indemnify and hold harmless the City of Berkley, 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 any time there from) which may be sustained or claimed by any person or persons participating in the above named event.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Organization or anyone acting on its behalf in connection with or incidental to this agreement. The Organization 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 Organization 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 Organization shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

Authorized Representative Vivian Carmody Title Executive Director  
*(Please print)*

Signature *Vivian Carmody* Date 5.28.19



# CITY OF BERKLEY MICHIGAN

## TEMPORARY TRAFFIC CONTROL ORDER

(TCO NUMBER)




In accordance with the duly adopted Uniform Traffic Code for Cities, Townships, and Villages, the Traffic Engineer hereby issues the following Temporary Traffic Control Order.

**Film Permit Applicant:** *Please provide the information requested in the shaded area. Submit this page with your application.*

<b>PROJECT NAME:</b>	Couples Night Out (CNO)/Robina Rhapsody(RR); Robina Rhapsody/Sidewalk Sales; Art and About (A&A)
<b>Location</b>	Robina 12 Mile to Alley on 7/18 and 8/22 Dorothea on 8/2
<b>DATE/S/TIMES:</b>	Thursday, July 18, Friday, August 2, Thursday, August 22 4pm -10pm
<b>RESPONSIBLE PARTY:</b>	
Name:	Berkley Downtown Development Authority
Street Address:	2838 Coolidge Highway, Ste 101
City/State/ZIP:	Berkley, MI 48072
Contact Phone:	248-658-3350
Email address:	vcarmody@berkleymich.net

**For Official Use Only:**

<b>Action required by City :</b>	
<i>(Attach additional pages if needed)</i>	

Approved by: <i>(Print name and title below)</i>	Signature:	Date:
Public Safety		6-11-19
Public Works		6-11-19
Building Official		6-11-19

\*\*Original – Traffic Control File

*Return copy of completed form to City Clerk's Office*

**M-43-19**

June 17, 2019 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve a Downtown Development Authority (DDA) event “Art & About” on Dorothea between Coolidge Highway and the alley on Friday, August 2, 2019 from 4 PM to 10:00 PM. Approval is conditional upon the submission of required items and documents prior to event dates.

Ayes:

Nays:

June 17, 2019 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to authorize the City Manager to execute an agreement with Inner City Contracting, L.L.C. 18701 Grand River Avenue, Detroit, MI 48223 for a total project construction budget for demolition of the Berkley Ice Arena at a cost not to exceed \$287,837.00 This expenditure will be charged to account number 546-697-931-000.

**Justification:**

This is recommended by the Director of Parks & Recreation and the City Manager.

This is recommended by the staff at Hubbell, Roth and Clark, Inc. who have done a full review of the qualifications and background of Inner City Contracting, LLC.

Ayes:

Nays:

# Memo

To: Matthew Baumgarten, City Manager  
Cc: Mark Pollock, Finance Director  
From: Theresa McArleton, Director of Parks & Recreation  
Date: 6/12/19  
Subject: Award of the Bid for Demolition of the Ice Arena

---

On Friday, May 31, 2019 the City received a total of six (6) bids for the demolition of the Berkley Ice Arena. A copy of the initial bid tabulation is attached for your review. A decision was made to thoroughly vet the three lowest bidders.

The three lowest bidders were asked to submit references and qualifications. Projects in similar size and scope that each of the three lowest bidders had worked on in recent years were examined. All three of the lowest bidders had significant project work that illustrated their ability to manage demolition projects. There were no identifying reasons to disqualify the lowest bidders for this work.

After an internal discussion with the City Manager and Director of Parks & Recreation a decision was made to eliminate the masonry screen wall on the east side of the property. The City is also handling the minimal asbestos that was found after testing in the building, using a separate company and prior to the demolition work. The bids were presented in an itemized manner so that items could be included or excluded before the project was awarded. After removing the screen wall and asbestos abatement from the bid tabulation, the low bidder was Inner City Contracting, L.L.C. of Detroit, Michigan with a total bid of \$239,837.

The attached memo and itemized bid tabulation from HRC outlines the work that is to be included and excluded in the final bid award. HRC has also presented their findings when looking at the qualifications and references from the low bidder, Inner City Contracting, L.L.C. From their review, you will see that references for this company indicated well performed work and similar demolition and site grading projects in cities throughout Michigan. Based on their review, HRC recommends to award the base bid (without screen wall and asbestos abatement/disposal) for the Ice Arena Demolition Project to Inner City Contracting, L.L.C. of Detroit, Michigan in the amount of \$239,837 with an additional 20% contingency (\$48,000.00) be added to the low bid amount.

For your reference, I will also provide you with the qualifications and reference work that Inner City Contracting, L.L.C. presented to the City. These will be available in a zip drive for you to review.

Based on the reasoning presented in this memo, attached qualifications and the attached memo from HRC, I concur with their recommendation to award the bid for the Ice Arena demolition to Inner City

Contracting, L.L.C. at 18701 Grand River Avenue, Detroit, MI 48223 for a total cost not to exceed of \$287,837.00. Funds for this expenditure are to be allocated to account 546-697-931-000.

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

ATTACHMENTS

**PRINCIPALS**

Daniel W. Mitchell  
Nancy M.D. Faught  
Jesse B. VanDeCreek  
Roland N. Alix  
Michael C. MacDonald  
James F. Burton  
Charles E. Hart  
Todd J. Sneathen

**CONTROLLER**

Donna M. Martin

**SENIOR ASSOCIATES**

Gary J. Tressel  
Randal L. Ford  
William R. Davis  
Dennis J. Benoit  
Robert F. DeFrain  
Thomas D. LaCross  
Albert P. Mickalich  
Timothy H. Sullivan  
Thomas G. Maxwell

**ASSOCIATES**

Marshall J. Grazioli  
Colleen L. Hill-Stramsak  
Bradley W. Shepler  
Karyn M. Stickel  
Jane M. Graham  
Aaron A. Uranga  
Salvatore Conigliaro  
Melissa A. Coatta  
Michael P. Darga  
Brian K. Davies  
Matthew G. Slicker  
James J. Surhigh  
Trevor S. Wagenmaker  
Adrianna M. Melchior  
Jesse M. Morgan

**HUBBELL, ROTH & CLARK, INC.**

**MAILING:** PO Box 824  
Bloomfield Hills, MI 48303-0824

**SHIPPING:** 555 Hulet Drive  
Bloomfield Hills, MI 48302-0360

**PHONE:** 248-454-6300

**WEBSITE:** hrcenr.com

**OTHER OFFICE LOCATIONS**

Delhi Township  
Detroit  
Grand Rapids  
Howell  
Jackson  
Kalamazoo  
Lansing

June 12, 2019

City of Berkley  
3338 Coolidge Highway  
Berkley, Michigan 48072

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

Re: Recommendation for Award and Bid Tabulation  
Ice Arena Demolition

HRC Job No. 20190317

Mr. Baumgarten and Ms. McArleton:

We have reviewed the bids received on Friday, May 31, 2019 for the Ice Arena Demolition Project and have found them to be in order. There were six (6) bids received. After bids were received, it was determined that Item #10, New Screen Wall and Item #15 Asbestos Abatement and Disposal Allowance is being removed from the project scope, therefore, the low bidder was Inner City Contracting, L.L.C. of Detroit, Michigan. The asbestos abatement is being handled directly by the City as a separate work scope. Please refer to the attached Bid Tabulation for an itemized bid breakdown of the lowest three bidders.

**Inner City Contracting, Inc. Bid Summary:**

1. Total Base Bid was **\$342,895.00**.
2. Total Bid Without Screen Wall and Asbestos Abatement was **\$239,837.00**.
3. Inner City Contracting's Base and Without Screen Wall bids were both below the Engineer's Preliminary Construction Estimates of \$469,000 and \$406,600, respectively.

The scope of work includes the complete removal of the Ice Arena building, site grading and restoration, replacement of two windows, installation of a chain link enclosure at the transformer, as well as masonry repointing, repainting and the construction of a new parapet wall at the remaining Recreation building where it abuts the Ice Arena.

The three lowest bidders were requested to submit qualifications and references, which they all provided. Inner City's submitted information included a detailed Project Delivery Plan, Resumes, Licensures, a financial stability statement, certification of Small/Minority business status, and a list of recent projects of a similar nature (demolition, site work and selective restoration). This information was found to be applicable and relevant to the proposed work. HRC also contacted several of the clients listed on their past experience profile sheets, and each respondent indicated that Inner City Contracting had performed well on their projects and that they had no complaints with the quality of their work. Several of the projects were repeat work with the same Owner. For reference, the similar demolition and site grading projects were located in the cities of Southfield, Ann Arbor, and Detroit, among others.

Additionally, Inner City Contracted was informed that the screen wall was being eliminated from the scope of work, and they had no reservations with it being removed.

Mr. Baumgarten/Ms. McArleton  
June 12, 2019  
HRC Job Number 20190317.07  
Page 2 of 2

On the basis of the above, this office recommends the award of the Base Bid (Without Screen Wall and Asbestos Abatement/Disposal) for the Ice Arena Demolition Project to Inner City Contracting, L.L.C. of Detroit, Michigan in the amount of **\$239,837.00**, subject to the submission of the necessary bonds and insurance, which comply with the contract specifications. We recommend that an additional 20% contingency (**\$48,000.00**) be added to the low bid amount.

HRC recommends that the City approve a **total project construction budget** of **\$287,837.** (not-to-exceed maximum including costs for contingencies)

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 Melchior, AIA, LEED AP  
Associate

Attachment: Bid Tabulation

pc: HRC; E. Zmich, File

**CITY OF BERKLEY**  
**“ICE ARENA DEMOLITION”**  
**For the Parks and Recreation Department**  
***Bid Opening: Friday, May 31, 2019 @ 10 AM***

<b><u>Business Name</u></b>	<b><u>Address</u></b>	<b><u>Bid</u></b>	<b><u>Bid Bond Addendum No.1</u></b>	
Inner City Contracting, LLC	18701 Grand River Avenue Detroit, MI 48223	\$342,895.00	Yes/Yes	
Universal Consolidated Enterprises	17625 East Ten Mile Road Roseville, MI 48066	\$442,969.00	Yes/Yes	
Dore & Associates Contracting, Inc.	900 Harry S. Truman Pkwy Bay City, MI 48706	\$415,400.00	Yes/Yes	
International Construction, Inc.	53618 Cherrywood Drive Shelby Township, MI 48315	\$589,315.00	Yes/Yes	
HMC,LLC	4755 Rochester Road Troy, MI 48085	\$298,468.00	Yes/Yes	
The Adams Group, Inc.	1700 E. Auburn Road Rochester Hills, MI 48307	\$367,873.00	Yes/Yes	



BID TABULATION  
 BERKLEY ICE ARENA DEMOLITION  
 CITY OF BERKLEY  
 OAKLAND COUNTY, MICHIGAN

Bids Due: 05/31/2019  
 HRC Job # 20180317

HRC Probable Cost - 80% Design Level (No Metal Scrap Value Assumed for Worst Case)	HMC, LLC 4755 Rochester Road Troy, MI 48085 586-651-9089 (Ph.)	Inner City Contracting, LLC. 18701 Grand River Avenue Detroit, MI 48223 313-402-9178 (Ph.)	The Adams Group, Inc. 1700 E. Auburn Road Rochester Hills, MI 248-990-5207 (Ph.)	Dore & Assoc. Contracting, Inc. 900 Harry S. Truman Pkwy. Bay City, MI 48706 989-684-8358 (Ph.)	Universal Consolidated 17625 East Ten Mile Road Roseville, MI 48066-3870 586-772-4854 (Ph.)	International Construction, Inc. 53618 Cherrywood Drive Shelby Township, MI 48315 586-749-9895 (Ph.)
--	---	---	---	--	--	---

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1. Mobilization	1 LS	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 3,475.00	\$ 3,475.00	\$ 15,000.00	\$ 15,000.00	21,469.00	21,469.00	\$ 8,900.00	\$ 8,900.00
2. Temporary Safety Fencing	1 LS	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 18,061.00	\$ 18,061.00	\$ 2,500.00	\$ 2,500.00	9,000.00	9,000.00	\$ 32,900.00	\$ 32,900.00
Demolition & Disposal of Building (Incl. Lead															
3. Paint Abatement & Disp., if required)	1 LS	\$ 230,700.00	\$ 230,700.00	\$ 82,968.00	\$ 82,968.00	\$ 140,000.00	\$ 140,000.00	\$ 172,193.00	\$ 172,193.00	\$ 137,700.00	\$ 137,700.00	150,000.00	150,000.00	\$ 135,950.00	\$ 135,950.00
4. Demolition & Disposal of Site Items	1 LS	\$ 35,000.00	\$ 35,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 9,962.00	\$ 9,962.00	\$ 12,600.00	\$ 12,600.00	5,000.00	5,000.00	\$ 55,750.00	\$ 55,750.00
5. Site Grading and Restoration	1 LS	\$ 60,000.00	\$ 60,000.00	\$ 55,000.00	\$ 55,000.00	\$ 17,000.00	\$ 17,000.00	\$ 84,157.00	\$ 84,157.00	\$ 28,600.00	\$ 28,600.00	25,000.00	25,000.00	\$ 45,900.00	\$ 45,900.00
6. Utility Work	1 LS	\$ 20,000.00	\$ 20,000.00	\$ 12,500.00	\$ 12,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,725.00	\$ 2,725.00	\$ 7,500.00	\$ 7,500.00	5,000.00	5,000.00	\$ 45,875.00	\$ 45,875.00
7. Soil Erosion & Sedimentation Control	1 LS	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,700.00	\$ 2,700.00	\$ 3,800.00	\$ 3,800.00	10,000.00	10,000.00	\$ 16,600.00	\$ 16,600.00
8. New Parapet Wall & Metal Trim	1 LS	\$ 12,000.00	\$ 12,000.00	\$ 27,500.00	\$ 27,500.00	\$ 12,300.00	\$ 12,300.00	\$ 16,000.00	\$ 16,000.00	\$ 76,300.00	\$ 76,300.00	35,000.00	35,000.00	\$ 68,490.00	\$ 68,490.00
9. Existing Masonry Repairs and Repointing	1 LS	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00	\$ 6,250.00	\$ 6,250.00	\$ 5,000.00	\$ 5,000.00	\$ 27,700.00	\$ 27,700.00	5,000.00	5,000.00	\$ 18,000.00	\$ 18,000.00
10. New Screen Wall	± LS	\$ <del>62,400.00</del>	\$ <del>62,400.00</del>	\$ <del>32,000.00</del>	\$ <del>32,000.00</del>	\$ <del>83,163.00</del>	\$ <del>83,163.00</del>	\$ <del>40,250.00</del>	\$ <del>40,250.00</del>	\$ <del>65,400.00</del>	\$ <del>65,400.00</del>	<del>134,000.00</del>	<del>134,000.00</del>	\$ <del>79,900.00</del>	\$ <del>79,900.00</del>
11. Replacemnt Windows	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	\$ 1,800.00	\$ 5,000.00	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00	5,000.00	5,000.00	\$ 22,200.00	\$ 22,200.00
Paint, Sealant and Miscellaneous (Incl. Lead															
12. Paint Abatement & Disposal, if required)	1 LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,482.00	\$ 13,482.00	\$ 7,350.00	\$ 7,350.00	\$ 8,300.00	\$ 8,300.00	8,500.00	8,500.00	\$ 21,950.00	\$ 21,950.00
13. Permanent Fence at Transformer	1 LS	\$ -	incl	\$ 2,500.00	\$ 2,500.00	\$ 2,400.00	\$ 2,400.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	5,000.00	5,000.00	\$ 11,900.00	\$ 11,900.00
14. SESC Inspection Allowance	1 LS	\$ -	incl	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	5,000.00	5,000.00	\$ 5,000.00	\$ 5,000.00
15. Asbestos Abatement and Disposal Allowance	± LS	\$ -	incl	\$ <del>20,000.00</del>	\$ <del>20,000.00</del>	\$ <del>20,000.00</del>	\$ <del>20,000.00</del>	\$ <del>20,000.00</del>	\$ <del>20,000.00</del>	\$ <del>20,000.00</del>	\$ <del>20,000.00</del>	<del>20,000.00</del>	<del>20,000.00</del>	\$ <del>20,000.00</del>	\$ <del>20,000.00</del>
<b>TOTAL BID AMOUNT:</b>			\$ <b>469,000.00</b>	\$ <b>298,468.00</b>	\$ <b>342,895.00</b>	\$ <b>392,873.00</b>	\$ <b>415,400.00</b>	\$ <b>442,969.00</b>	\$ <b>589,315.00</b>						
<b>TOTAL BID AMOUNT WITHOUT ITEM 10</b>			<b>406,600.00</b>	<b>247,000.00</b>	<b>239,837.00</b>	<b>352,723.00</b>									

Written Base  
 Bid: **\$ 367,873.00**  
 Yes

Qualifications Submitted as Requested

Yes

Yes

Bid discrepancy addressed in  
 add'l documents

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





**A RESOLUTION**

**of the Council of the City of Berkley, Michigan**  
**authorizing the West Nile Virus**  
**Expense Reimbursement Request**

**WHEREAS,** Upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Reimbursement Program to assist Oakland County cities, villages, and townships in addressing mosquito control activities; and

**WHEREAS,** Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages, and townships to apply for reimbursement of eligible expenses including mosquito larvicide material charges; and

**WHEREAS,** the City of Berkley, Oakland County, Michigan has incurred expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's 2019 West Nile Virus Reimbursement Program.

**NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:**

That the Mayor and City Council authorize the Director of Public Works, as an agent for the City of Berkley, to request reimbursement of eligible mosquito control material expenses under Oakland County's 2019 West Nile Virus Fund Program.

Introduced and Passed at a Regular City Council Meeting on Monday, June 17, 2019.

\_\_\_\_\_  
Daniel Terbrack, Mayor


Attest:

\_\_\_\_\_  
Phommady A. Boucher, City Clerk

I, Phommady A. Boucher, being duly appointed City Clerk of the City of Berkley, hereby certify that this is a true and correct copy of Resolution **No. R-17-19**, which was approved by the Berkley City Council at its regular meeting held on Monday, June 17, 2019.

\_\_\_\_\_  
Phommady A. Boucher, City Clerk

# Transmittal Memo

To: Matthew Baumgarten, City Manager (via email)  
From: Derrick Schueller, DPW Director   
Date: June 7, 2019  
Subject: 2019 Oakland County West Nile Virus Reimbursement Program  
Resolution for June 17, 2019 City Council Meeting

As part of our participation in the 2019 Oakland County West Nile Virus Reimbursement Program, we are required to provide the attached resolution before the end of the month. This resolution authorizes staff to request reimbursement of program supplies.

On March 28, 2019, the DPW submitted a West Nile Project Plan to Oakland County which outlined the planned activities for the calendar year. Our program focuses on the reduction of the Culex mosquito population by limiting breeding sites within the public right-of-way. This is accomplished each spring via the placement of larvicide tablets in approximately 1,600 storm structures (catch basins).

Berkley switches product every few years to reduce the likelihood of material resistance. The current larvicide is Altosid XR as supplied by Clarke Mosquito Control. The extended release tablets have a 150 day residual providing coverage throughout the summer and early fall.

The Oakland County Program provides for a partial reimbursement of our material costs based on population and road mileage. We anticipate a reimbursement of \$1,920.35 for calendar year 2019. See table below for a history of reimbursements:

## PROGRAM FUNDING HISTORY

PROGRAM YEAR	REIMBURSEMENT
2009	\$3,140.52
2010	\$3,140.52
2011	\$0(No New Product Purchased)
2012	\$2,093.68
2013	\$2,010.84
2014	\$1,920.35
2015	\$1,920.35
2016	\$3,116.80
2017	\$1,920.35
2018	\$1,920.35
2019	\$1,920.35

Feel free to call with any questions or concerns. Thank you.

Attachments  
DLS

J:\West Nile Virus\2019\Council\Cover Memo 2019 West Nile Resolution 6-7-19.doc

---

# West Nile Virus

## *What You Need to Know*



---

### What is West Nile Virus (WNV)?

West Nile Virus (WNV) is a potentially serious illness. Experts believe it is established as a seasonal epidemic in North America that flares up in the summer and continues into the fall. It can infect humans, birds, horses and some other mammals. In a small number of people infected by the virus, the disease can be serious, even fatal.

### How is WNV spread?

- WNV is most often spread to humans by the bite of an infected mosquito that gets infected by biting a bird that carries the virus. Horses and other mammals bitten by mosquitoes that carry the virus can also become infected. Whenever mosquitoes are active, there is a risk of getting WNV. The risk is highest from late July through September.
- In a very small number of cases, WNV has been spread through blood transfusions, organ transplants, breastfeeding and during pregnancy from mother to baby.
- WNV is not spread through casual contact such as touching or kissing a person with the virus.

### What are the symptoms of West Nile Virus?

If symptoms develop, they usually appear 3 to 14 days after the bite of an infected mosquito.

- **Serious Symptoms in a Few People.** About one in 150 people infected with WNV will develop severe illness. Symptoms can include high fever, headache, neck stiffness, stupor, disorientation, coma, tremors, convulsions, muscle weakness, vision loss, numbness and paralysis. These symptoms may last several weeks, and neurological effects may be permanent.
- **Milder Symptoms in Some People.** Up to 20% of the people who become infected display symptoms such as fever, headache, body aches, nausea, vomiting, and sometimes swollen lymph glands or a skin rash on the chest, stomach and back. Symptoms can last for as short as a few days; though, even healthy people have been sick for several weeks.
- **No Symptoms in Most People.** Most people (80%) infected with WNV do not have any symptoms.

### What is the treatment for WNV?

There is no treatment for WNV infection. Illness may last weeks to months, even in healthy persons. In more severe cases people may need hospital care for supportive treatment such as intravenous fluids, help with breathing, or nursing care.

## What should I do if I think I have WNV?

Milder WNV illness usually improves without medical attention. A person may choose to see their doctor. Seek medical attention immediately if symptoms of severe WNV illness develop, such as unusually severe headaches or confusion. Severe WNV illness usually requires hospitalization. Pregnant women and nursing mothers who develop symptoms that could be WNV are encouraged to see their doctor.

## What is the risk of getting sick from WNV?

- **People over 50 years of age at higher risk of severe illness.** People over the age of 50 are more likely to develop serious symptoms of WNV if they do get sick and need to take special care to avoid mosquito bites.
- **Being outside means you're at risk.** Avoid mosquito bites when outside working, playing or relaxing.
- **Risk of infection through medical procedures is very low.** All donated blood is checked for WNV before being used. The risk of getting WNV through blood transfusions and organ transplants is very small, and should not prevent people from having surgery. If you have concerns, talk with your doctor.
- **Pregnancy and nursing do not increase the risk of becoming infected with WNV.** The risk that WNV may pass to a fetus or an infant through breastmilk is still being evaluated. Talk with your doctor if you have concerns.

## How can West Nile Virus be prevented?

The best way to avoid WNV infection is to prevent mosquito bites:

- Use insect repellent. The Centers for Disease Control and Prevention (CDC) recommends the use of insect repellents containing active ingredients registered with the U.S. Environmental Protection Agency (EPA). Always follow manufacturer's directions carefully.
- Be careful using repellent on the hands of children because repellents may irritate the eyes and mouth.
- Wear protective clothing such as long sleeved shirts and pants.
- Limit outdoor activity from dusk to dawn when mosquitoes are most active.
- Avoid areas where mosquitoes may be present (i.e. shaded and wooded areas).
- Maintain window and door screens to keep mosquitoes out of buildings.
- Get rid of mosquito breeding sites by emptying standing water that collects in birdbaths, boats, buckets, tires, unused pools, roof gutters and other containers.



NURSE ON CALL PUBLIC HEALTH INFORMATION HOTLINE  
800.848.5533 NOC@OAKGOV.COM  
OAKGOV.COM/HEALTH



@PUBLICHEALTHOC

The Oakland County Health Division will not deny participation in its programs based on race, sex, religion, national origin, age or disability. State and federal eligibility requirements apply for certain programs.

**M-45-19**

June 17, 2019 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to accept a proposal from ISCG, INC. 612 N. Main St. Royal Oak, MI 48067 to perform a renovation project to the library's youth activity room for \$11,054.00 from Building Improvements account 101-738-976-000.

Ayes:

Nays:



## CITY OF BERKLEY

### *Public Library*

3155 Coolidge Highway

Berkley, MI 48072

248-658-3440

---

## MEMORANDUM

TO: Matt Baumgarten, City Manager  
CC: Mark Pollack, Finance Director  
FROM: Matt Church, Library Director  
DATE: June 10, 2019  
RE: Youth activity room project

The youth activity room gets heavy use by the library's young patrons and their families. The space is used for story times, play activities, meetings, and movie viewings. This project will bring new energy into the space, will provide better seating options, and will enhance the visual appeal of the room.

- Interface Carpet Tiles. Carpet tiles have been selected for ease of replacement in the case of spills or damage. 5% attic stock of carpet tiles is included. Adhesive/glue installation required. Replacement of floor base will be done as well.
- Wall paint will be durable for higher traffic areas and easy to clean. Wall surface will be patched as needed.
- TMC Lorca 16" chair (Quantity: 12)
- Mingle – Bowed Trapezoid Table 28" x 60" (Quantity: 4).
- Locking metal storage cabinet, approximately 64" x 42" (Quantity: 1)

The library solicited bids for the youth activity room renovation project on May 20. The bid was posted on the MITN and the City's website. Through MITN, the bid was sent to 348 companies. Three proposals were received and opened on June 5.

<i>Business Name</i>	<i>Bid Amount</i>
ISCG	\$11,054.00
Library Design Associates	\$11,903.00
Foreman Construction (paint & carpet only)	\$6,120.00

I recommend pursuing this project with ISCG for a total project cost of \$11,054.00. They were the low bidder and have done good work at neighboring libraries. Funds were allocated for this work in Building Improvements (101-738-976-000). Funds for this project will need to be carried over to FY 2019-20 since the project will be started and completed later in in 2019.

Please let me know if I can provide additional information.





**CITY OF BERKLEY MICHIGAN  
LIBRARY YOUTH ACTIVITY ROOM PROJECT  
REQUEST FOR PROPOSALS**

**PROJECT NAME:** Library Youth Activity Room Project – Request for Proposals

**ISSUANCE DATE:** May 20, 2019

**CLOSING DATE:** June 5, 2019

**INTRODUCTION**

The City of Berkley, Michigan desires to engage the services of a qualified contractor to renovate the youth activity room at the Berkley Public Library located at 3155 Coolidge Highway. The youth activity room is approximately 18' by 22'.

**BID SUBMISSION**

Bids on the attached "Bid Proposal Form" as well as the authorized representative form, vendor references form, non-collusive affidavit, conflict of interest disclosure form, hold harmless and indemnity form, and Iran business relationship affidavit are to be submitted electronically via BidNet Direct/Michigan Inter-governmental Trade Network (MITN).

**Time and Date:**

The deadline for the final receipt of bids is 3:00 p.m., local time, on Wednesday, June 5, 2019. Bids will be opened at that time at 3338 Coolidge Highway, Berkley, MI 48072. Bids must be submitted electronically via BidNet Direct/MITN. Late bids will not be opened or considered. Bids without signed non-collusive certificate and hold harmless will not be read or accepted.

The City of Berkley does not discriminate on the basis of sex, race, color, age height, weight, marital status, national origin, religion, arrest record, or disability.

We provide reasonable accommodation for qualified individuals with a disability, if requested.

**Each bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done. Failure or omission of any bidder to examine any form, instrument, or other document, visit the site and acquaint themselves with the existing conditions, shall in no way relieve them from any obligation with respect to their bid or to the contract, or entitle them to additional compensation.**

The City of Berkley reserves the right to accept or reject any or all bids and to waive any defects, informalities or irregularities in the bids, when deemed to be in the best interest of the City. The City reserves the right to accept a bid higher than the low bid, when in the opinion of the City Council, the public interest will be better served.

Please email [mchurch@berkleymich.net](mailto:mchurch@berkleymich.net) with any questions by Tuesday, June 4, 2019 at 2:00 p.m.

## **SCOPE OF WORK**

The youth activity room gets heavy use by the library's young patrons and their families. The space is used for story times, play activities, meetings, and movie viewings. This project will bring new energy into the space, will provide better seating options, and will enhance the visual appeal of the room. The existing color scheme in the Youth Room will inform choices for the wall paint, carpet, furniture finishes, and furniture features. Final selection of wall paint, carpet, furniture finishes, and furniture features will take place once the contractor is selected.

- Interface, Roy G Biv, Denim Blue Carpet Tiles. Carpet tiles have been selected for ease of replacement in the case of spills or damage. A 5% attic stock of carpet tiles must be included. Adhesive/glue installation required. Replacement of floor base should be included as well. Transition from youth activity room and main youth room must be flush without any trip hazards and allow the existing door to close without issue.
- Wall paint will be durable for higher traffic areas and easy to clean. Hooks and display board will be removed from wall by contractor. Wall surface will be patched as needed.
- TMC Lorca 16" chair (Quantity: 12)
- Mingle – Bowed Trapezoid Training Table 28" x 60" (Quantity: 4). Height adjustable table with mobile locking casters.

Bidders may bid on some or all of the project components. Bidders are not required to provide a quotation for every component or item. Bidders may recommend alternates for consideration in their submissions. Any alternates shall be clearly marked as alternates. Specification sheets for alternate products must be included in bid response.

The proposal shall include all items necessary to complete the work, including delivery and handling costs. A complete job is required pursuant of the terms of this contract, therefore any labor, material equipment, overhead, profits, incidental items and associate taxes not specifically mentioned, but necessary for completeness will be considered incidental to the work and no separate or additional payment will be made.

## **WARRANTY**

A minimum of a one year warranty on furniture is required. A minimum of a 15 year warranty on carpet is required. Any defects of workmanship or materials shall be fully corrected by the contractor (including parts and labor) without cost to the City.

## **Non-Discrimination:**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors or suppliers, including procurements of materials and leases of equipment.

## **Solicitation for subcontracts, including procurements of materials and equipment:**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and relative to non-discrimination on the grounds of race, color, or national origin.

**Sanctions for Non-Compliance:**

In the event of the contractor's non-compliance with the non-discrimination provisions the City of Berkley shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

BIDS SHALL REMAIN OPEN TO ACCEPTANCE AND SHALL BE IRREVOCABLE FOR A PERIOD OF 90 DAYS AFTER THE BID OPENING.

Contingent upon City Council acceptance of the bid and award of the contract, the orders will be placed after June 17, 2019.

**INSURANCE REQUIREMENTS**

The awarded Contractor shall not commence work under this Contract, until he/she has obtained the insurance required under this paragraph, nor shall the Contractor permit a Subcontractor to commence work on his/her subcontract, until he/she has obtained the insurance herein required. "All insurance companies shall be presently licensed to do business in the State of Michigan and be acceptable to the City of Berkley."

WORKER'S COMPENSATION:

The Contractor shall maintain, during the life of this contract, Worker's Compensation Insurance for all of his/her employees who engage in the work to be performed; and, in case any work is sublet, the Contractor shall require the Subcontractor to provide similar insurance for all of the latter's employees who engage in the work.

COMMERCIAL GENERAL LIABILITY INSURANCE:

The Contractor shall procure and maintain, during the life of this contract, commercial general liability insurance on an occurrence basis with limits of liability not less than ~~one million dollars (\$1,000,000.00)~~ per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage.

OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE:

The Contractor shall procure and maintain during the life of this contract, Owner's and Contractor's Protective Liability Insurance, naming the City of Berkley as a "Named Insured" with the limits of liability not less than ~~one million dollars (\$1,000,000.00)~~ per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage. The Contractor shall require each of his/her Subcontractors to procure and maintain, during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance on an occurrence basis with limits of ~~liability not less than one million dollars (\$1,000,000.00)~~ per occurrence and/or aggregate Combined Single Limits, Personal Injury, Bodily Injury and Property Damage.

CONTRACTOR'S MOTOR VEHICLE BODILY INJURY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and maintain, during the life of this contract, Motor Vehicle Liability Insurance, including all applicable No-Fault Coverage, with limits of liability not less than ~~one million~~

~~dollars (\$1,000,000.00) per occurrence and or aggregate~~ Combined Single Limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include all owned, all non-owned and hired vehicles.

**PROOF OF INSURANCE:**

The Contractor shall provide the City of Berkley, at the time a contract is returned for execution, the certificates and policies listed below. A guarantee that **thirty (30) days notice** will be given to the City of Berkley, prior to cancellation of, or change in, any insurance coverage, shall be endorsed on each certificate and policy. Four (4) copies of the Certificate of Coverage of Contractor's Worker's Compensation Insurance. Four (4) copies of the Certificate of Coverage of Contractor's Public Liability and Property Damage Insurance. Four (4) copies of the Certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired and non-owned vehicles. Original policy, or original binder pending issuance of policy of Owner's and Contractor's Protective Public Liability and Property Damage Insurance.

**ADDITIONAL INSURED:**

Commercial Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insured:

"The City of Berkley, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, employees and volunteers thereof."

**INDEMNIFICATION/HOLD HARMLESS:**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and save harmless, the City of Berkley, and its elected and appointed officials, employees, agents and volunteers from and against all claims, demands, suits, liability, damages, loss or expense, including attorney's fees, for property damage or personal injury, including bodily injury, arising out of the performance of the work under this contract.



**CITY OF BERKLEY MICHIGAN  
LIBRARY YOUTH ACTIVITY ROOM PROJECT  
Authorized Representative**

The City is seeking a contractor that is conscientious, has integrity, and is able to complete the work in a timely manner. The successful contractor must perform the work in an appropriate manner while on City premises.

Provide the name, title and contact information for the individual authorized to represent your company.

  
\_\_\_\_\_

AUTHORIZED SIGNATURE

JOEL MILLER DIRECTOR  
PRINT NAME & TITLE

ISCG INC  
COMPANY NAME

612 N. Main St.  
ADDRESS

Royal Oak, MI 48067  
CITY STATE ZIP

248 586 3200  
PHONE NUMBER

NKartazovic@ISCGINC.COM  
EMAIL ADDRESS

**REQUEST FOR PROPOSALS: ADDENDUM**  
**Library Youth Activity Room**  
**May 21, 2019**

**PROJECT NAME:** Library Youth Activity Room – Request for Proposals  
**ISSUANCE DATE:** May 20, 2019  
**ADDENDUM DATE:** May 21, 2019  
**CLOSING DATE:** June 5, 2019

Addendum is being issued to add an additional item to the Scope of Work.

- 5 High locking metal storage cabinet, approximately 64" x 42" (Quantity: 1)

Updated bid proposal form is below:

**CITY OF BERKLEY: BERKLEY PUBLIC LIBRARY**  
**BID PROPOSAL FORM FOR LIBRARY YOUTH ACTIVITY ROOM PROJECT**

The undersigned hereby proposes to deliver the following described service and certifies that this proposal is in accordance with the terms and specifications, as prepared by the City of Berkley, subject only to those exceptions as noted below. The City reserves the right to accept or reject any part of this entire proposal. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City Council, the public interest will be better served. The undersigned declares that this proposal is made in good faith and without collusion or affiliation with any other person or persons bidding on the same service.

PROJECT COMPONENT	Cost	Alternatives
Interface Carpet Tiles	\$1,792	Ø
Wall Repair and Paint	\$1,950	Ø
TMC Lorca 16" Chair (Quantity: 12)	\$2,087	Ø
Mingle Training Table 28" x 60" (Quantity: 4)	\$1,894	Ø
5 High locking metal storage cabinet (Quantity: 1)	\$274	Ø
Delivery & Installation	\$2,357	Ø
TOTAL PROJECT COST	\$11,054	Ø

**CITY OF BERKLEY: BERKLEY PUBLIC LIBRARY  
 BID PROPOSAL FORM FOR LIBRARY YOUTH ACTIVITY ROOM PROJECT**

The undersigned hereby proposes to deliver the following described service and certifies that this proposal is in accordance with the terms and specifications, as prepared by the City of Berkley, subject only to those exceptions as noted below. The City reserves the right to accept or reject any part of this entire proposal. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City Council, the public interest will be better served. The undersigned declares that this proposal is made in good faith and without collusion or affiliation with any other person or persons bidding on the same service.

PROJECT COMPONENT	Cost	Alternatives
Interface Carpet Tiles		
Wall Repair and Paint		
TMC Lorca 16" Chair (Quantity: 12)		
Mingle Training Table 28" x 60" (Quantity: 4)		
Delivery & Installation		
TOTAL PROJECT COST		

**CITY OF BERKLEY: BERKLEY PUBLIC LIBRARY  
 BID PROPOSAL FORM FOR LIBRARY YOUTH ACTIVITY ROOM**

Company	ISCA INC
Name of Primary Contact	Nives Kajtazovic
Address	612 N. Main St. Royal Oak, MI 48067
Phone number	248-586-3200
Email address	NKajtazovic@ISCAINC.COM

The undersigned hereby proposes to deliver the following described service and certifies that this proposal is in accordance with the terms and specifications, as prepared by the City of Berkley, subject only to those exceptions as noted below. The City reserves the right to accept or reject any part of this entire proposal. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City Council, the public interest will be better served. The undersigned declares that this proposal is made in good faith and without collusion or affiliation with any other person or persons bidding on the same service.

Contact Person

Organization

Phone / Email



**CITY OF BERKLEY MICHIGAN  
LIBRARY YOUTH ACTIVITY ROOM PROJECT  
Vendor References**

Use this form to provide the names, and contact information for three references (firms) for whom similar services have been provided in the past 2 years. Failure to provide qualified references may be grounds for disqualification of your bid.

**REFERENCE 1:**

COMPANY NAME: FERNDALE AREA DISTRICT LIBRARY  
 ADDRESS: 222 E 9 MILE RD, FERNDALE MI 48220  
 TELEPHONE: 248.547.6000  
 CONTACT PERSON: JENNY MARR - DIRECTOR  
 CONTRACT DATE: 2.11.19  
 DESCRIPTION OF WORK: PROVIDE & INSTALL FURNITURE/SYSTEMS FOR PRIVATE/OPEN OFFICE SPACE

**REFERENCE 2:**

COMPANY NAME: PROGRESSIVE MECHANICAL  
 ADDRESS: 322 CROCKER, MT CLEMENS MI 48043  
 TELEPHONE: 248.299.4200  
 CONTACT PERSON: RANDY HOSLER - PRESIDENT  
 CONTRACT DATE: 3.29.18  
 DESCRIPTION OF WORK: SPECIFIED INTERIOR FINISHES, PROVIDED & INSTALLED FLOORING & FURNITURE FOR ENTIRE OFFICE

**REFERENCE 3:**

COMPANY NAME: OPTIMIZERx  
 ADDRESS: 400 WATER ST SUITE 200 ROCHESTER MI 48307  
 TELEPHONE: 248.651.6500 x807  
 CONTACT PERSON: TOMILAS P. BAKER  
 CONTRACT DATE: \_\_\_\_\_  
 DESCRIPTION OF WORK: SPECIFIED INTERIOR FINISHES, PROVIDED & INSTALLED FURNITURE FOR ENTIRE OFFICE.





CITY OF BERKLEY MICHIGAN
NON-COLLUSIVE AFFIDAVIT

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

STATE OF MICHIGAN
COUNTY OF OAKLAND

Joel Miller, 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 vendor 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

7th day of June 2019
a notary public in and for said County.

Angelica Viviano Nolf
Notary Public

My commission expires: 9/29/21

Notary Public stamp: Angelica Viviano Nolf - Notary Public - State of Michigan - County of Macomb - Exp. September 29, 2021

Acting in Oakland county

Handwritten signature of Joel Miller
Authorized Signature

JOEL MILLER
Printed Name of Signatory

ISCG INC
Company Name

612 N. MAIN ST
Address

ROYAL OAK MI 48067
City State Zip Code

248 399 1600
Area Code & Phone Number

Please note: City of Berkley employees cannot notarize this document.



# CITY OF BERKLEY MICHIGAN CONFLICT OF INTEREST DISCLOSURE FORM

Date:

Name:	Title:
Company: SCGA INC	Address: 612 N. MAIN ST ROYAL OAK

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.)

I have the following conflict of interest to report.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have the following potential conflict of interest to report.

\_\_\_\_\_  
\_\_\_\_\_

I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.

Signature: *[Handwritten Signature]*  
Date: 6/4/2019



**CITY OF BERKLEY MICHIGAN  
HOLD HARMLESS AND INDEMNITY FORM**

**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 any time 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:**

COMPANY NAME ISCG INC

AUTHORIZED REPRESENTATIVE JOEL MILLER  
(Print Name)

SIGNATURE [Handwritten Signature]

COMPANY ADDRESS 672 N. MAIN ST, ROYAL OAK, MI 48067

PHONE 248.399.1600

WITNESS Angelica Noff

DATE 6/4/19



**CITY OF BERKLEY MICHIGAN  
Iran Business Relationship Affidavit**

All bids, proposals and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and submitted with the other required documents included in the request for proposal:

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.

*[Handwritten Signature]*  
Signature

*Director*  
Title

*ISC6 INC.*  
Company

*6/4/2019*  
Date



Office of the  
City Manager

# Memo

To: Mayor Terbrack and City Council  
From: Matthew Baumgarten, City Manager  
Date: June 17, 2019  
Subject: Marihuana Licensing

---

Mr. Mayor and Members of Council,

On April 1 of this year you asked the City Manager's Office to begin research into allowing recreational and medical marihuana business facilities to operate within the City of Berkley. My team has since been conducting comprehensive research on the topic, discussing best courses of action that represent the City's best interest, and producing draft ordinances for your review.

Today it is my recommendation that the City pass O-06-19, an ordinance that will effectively "opt" Berkley in at the end of the year to allow time to review, consider, and approve a local framework for permitting these businesses in Berkley. This recommendation comes from a number of factors, the most prominent of which being recent communications released from the Michigan Department of Licensing and Regulatory Affairs (LARA). LARA has announced that it will be releasing licensing guidelines for recreational marihuana facilities in July of this year, and will begin licensing recreational marihuana facilities within the State as early as September. This is three full months ahead of the timeline that LARA initially released which indicated licensing would begin in December. Based on LARA's new timeline the City Manager's Office will not have marihuana guidelines completed for Council consideration before LARA releases its framework and ultimately begins the licensing process. The proposed ordinance is an extension that keeps us on course to accept applications in January 2020.

The absence of local framework in September could lead to a situation where facilities can apply to open operations within the City before the Council has the ability to pass a series of licensing and zoning requirements. This is why I recommend that the City temporarily prevent the opening of recreational marihuana facilities within City limits, so that the City has ample time to properly regulate marihuana operations. I will emphasize that O-06-19 is a temporary ordinance, with a built-in sunset of December 31, 2019, effectively rendering the ordinance void at the end of the year. Following the sunset of the ordinance, the City would then be opted-in beginning January of 2020. This will allow the City to pass an adequate regulatory framework.

Today I am also presenting you with two ordinances that are being worked on by the City Manager's Office. These ordinances are meant to spark conversation amongst the City Council, and provide you all with an example of what a regulatory recreational and medical marihuana framework might look like. In order to ensure transparency with our citizens, these ordinances are also meant to display where the City Manager's Office is in the research and development process. I encourage you all too thoroughly review these ordinances so that you can ask any and all questions you may have.

**AN ORDINANCE**

**of the City Council of the City of Berkley, Michigan**  
**to Add New Article XV, Marihuana Businesses, to Chapter 30, Businesses,**  
**of the City of Berkley Code of Ordinances to Adopt Local Licensing Regulations and**  
**Operational Standards for Marihuana Businesses as Authorized Under the Michigan**  
**Medical Marihuana Act, MCL 333.26421, et seq., Michigan Medical Marihuana Facilities**  
**Licensing Act, MCL 333.26421, et seq., Marihuana Tracking Act, MCL 333.27901, et seq.,**  
**Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et. seq.,**  
**and the Michigan Zoning Enabling Act, MCL 125.3101, et seq., as amended**

**THE CITY OF BERKLEY ORDAINS:**

**SECTION 1:** New Article XV shall be added to Chapter 30 of the Berkley City Code, as follows:

**ARTICLE XV. – MARIHUANA BUSINESSES**

**Sec. 30-900. – Purpose.**

The purpose of this Article is to exercise the City of Berkley’s police, regulatory, and zoning authority to locally license and regulate Marihuana Businesses, including Marihuana Retail Establishments, Marihuana Microbusinesses, Marihuana Grower Facilities, Marihuana Safety Compliance Facilities, Marihuana Secure Transporters, and Marihuana Processor Facilities to the extent permissible under state and federal laws and regulations, and to protect and promote the public health, safety, and welfare of the City and its residents.

**Sec. 30-901. – Definitions.**

Except as expressly defined differently, words and phrases in this Article shall have the same meanings ascribed to them as in the Michigan Medical Marihuana Act, Michigan Medical Marihuana Facilities Licensing Act, Marihuana Tracking Act, Michigan Regulation and Taxation of Marihuana Act, Michigan Zoning Enabling Act, and the administrative rules and regulations promulgated by the State of Michigan and the Michigan Department of Licensing and Regulatory Affairs, as amended.

- (1) “Applicant” means an individual, person, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity or other business entity who applies for a license to operate a marihuana business in the City.
- (2) “Cultivate” means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.
- (3) “Co-Locate” or “Co-Location” means all 3 license types or any combination of growers, processors, and/or marihuana retail establishments may operate as separate marihuana businesses at the same physical location.

- (4) “LARA” means the Michigan Department of Licensing and Regulatory Affairs.
- (5) “Industrial hemp” means a plant of the genus cannabis and any part of that plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration that does not exceed 0.3% on a dry-weight basis, or per volume or weight of marihuana-infused product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus cannabis regardless of moisture content.
- (6) “Marihuana” means all parts of the plant of the genus cannabis, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marihuana concentrate and marihuana-infused products. Marihuana does not include: (i) the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination; (ii) industrial hemp; or (iii) any other ingredient combined with marihuana to prepare topical or oral administrations, food, drink, or other products.
- (7) “Marihuana accessories” means any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marihuana into the human body.
- (8) “Marihuana concentrate” means the resin extracted from any part of the plant of the genus cannabis.
- (9) “Marihuana Business” means a marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter, or any other type of marihuana establishment or facility licensed by LARA.
- (10) “Marihuana grower” means a person licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.
- (11) “Marihuana-infused Product” means a topical formulation, tincture, beverage, edible substance, or similar product containing any usable marihuana that is intended for human consumption in a manner other than smoke inhalation. Marihuana-infused Product shall not be considered a food for purpose of the Food Law, MCL 289.1101 to 289.8111.
- (12) “Marihuana Tracking Act” or “MTA” means Public Act 282 of 2016, MCL 333.27901, et seq., as amended and all future amendments.

- (13) “Marihuana Microbusiness” means a person licensed to cultivate not more than 150 marihuana plants, process and package marihuana, and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a Marihuana safety compliance facility, but not to other marihuana establishments.
- (14) “Marihuana processor” means a person licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.
- (15) “Marihuana retailer” means a person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.
- (16) “Marihuana secure transporter” means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.
- (17) “Marihuana safety compliance facility” means a person licensed to test marihuana, including certification for potency and the presence of contaminants.
- (18) “Michigan Medical Marihuana Act”, or “MMMA” means the initiated law of 2008, MCL 333.26421, et seq., as amended and all future amendments.
- (19) “Michigan Medical Marihuana Facilities Licensing Act”, or “MMFLA” means Public Act 281 of 2016, MCL 333.26421, et seq., as amended and all future amendments.
- (20) “Michigan Regulation and Taxation of Marihuana Act” or “MRTMA” means, the initiated law of 2018, MCL 333.27951, et. seq., as amended and all future amendments.
- (21) “Medical Marihuana Facilities Licensing Act” or “MMFLA” means Public Act 281 of 2016, MCL 333.27101, et seq.
- (22) “Person” means an individual, partnership, corporation, limited liability company, trust, or other legal entity.
- (23) “Primary Caregiver” or “Registered Primary Caregiver” means a person who is at least 21 years old and who has agreed to assist with a registered qualifying patient’s medical use of marihuana and who has not been convicted of any felony within the past 10 years and has never been convicted of a felony involving illegal drugs or a felony that is an assaultive crime as defined in Section 9a of Chapter X of the Code of Criminal Procedure, 1927 PA 175, MCL 770.9a.
- (24) “Process” or “Processing” means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.



- (25) “Qualifying Patient” or “Registered Qualifying Patient” means a person who has been diagnosed by a physician as having a debilitating medical condition and who has a valid registry identification card issued by LARA or an equivalent approval lawfully issued under the laws of another State or other entity of the United States which identifies the person as a registered qualifying patient.
- (26) “School” means and includes buildings and grounds used for school purposes to provide instruction to children and youth in grades pre-kindergarten through 12 by a public, private, denominational, or parochial school.
- (27) “Stakeholder” means, with respect to a trust, the trustee and beneficiaries; with respect to a limited liability company, all members and managers; with respect to a corporation, whether profit or non-profit, all stockholders, directors, corporate officers or persons with equivalent titles; and with respect to a partnership or limited liability partnership, all partners and investors.
- (28) “State” means the State of Michigan.
- (29) “State license” means a license issued by LARA that allows a person to operate a marihuana business.
- (30) “City” means the City of Berkley, Michigan.

**Sec. 30-902. – Operation without city license prohibited.**

- (a) A Marihuana business in the City must be licensed by the State and by the City pursuant to this Article. No person shall operate a Marihuana Business in the City without first obtaining a license to do so from the City. A Marihuana Business operating without a City license under this Article or without a State license is declared to be a public nuisance.
- (b) The term of each City license for a proposed location shall be one (1) year.

**Sec. 30-903. – License application.**

- (a) Applications for a City license shall be submitted to the City Clerk on an application form to be provided by the City accompanied by a fee in the amount of \$5,000.00 per each license sought. The applicant shall submit one printed and one electronic copy of the completed application and supporting information to the City Clerk. For a co-located facility, an applicant may apply for multiple licenses using one application that explicitly details the operation of the co-located facility. Each license sought will require an additional application fee of \$5,000.00 per license.
- (b) A complete application shall be made under oath and shall contain all of the following:
  - (1) The applicant’s and any stakeholders’ name, date of birth, physical address, email address, one or more phone numbers, including emergency contact information, and a copy of a government-issued photo identification card of the applicant.

- (2) If the applicant is not an individual, the names, dates of birth, mailing addresses, email addresses, and one or more phone numbers of each stakeholder of the applicant, including designation of a stakeholder as an emergency contact person and contact information for the emergency contact person, articles of incorporation or organization, Internal Revenue Service SS-4 EIN confirmation letter, and the operating agreement or bylaws of the applicant, if a limited liability company or corporation.
- (3) The name and address of the proposed Marihuana Business and any additional contact information deemed necessary by the City Clerk.
- (4) For the applicant and for each stakeholder of the applicant, affirmation that each is at least 21 years of age and has not been convicted of or pled guilty or no contest to a disqualifying felony.
- (5) A signed release authorizing the City's Public Safety Department to perform a criminal background check to ascertain whether the applicant and each stakeholder of the applicant meet the criteria set forth in this Article.
- (6) The name, date of birth, address, copy of photo identification, and email address for any operator or employee if other than the applicant.
- (7) An affirmation under oath as to whether the applicant or operator has ever had a business license revoked or suspended, and if revoked or suspended, then the reason for such revocation or suspension.
- (8) For the applicant or for each stakeholder of the applicant, a resume that includes any relevant experience with a Marihuana business or a related industry.
- (9) With respect to Marihuana Retail establishments or a Microbusiness, a description of any drug and alcohol awareness programs that will be provided or arranged for by the applicant and made available for the public.
- (10) A written description of the training and education that the applicant will provide to employees of the Marihuana Business.
- (11) A copy of the proposed business plan for the Marihuana business, including, but not limited to:
  - i. the ownership structure of the business, including percentage ownership of each person or entity; and
  - ii. planned worker training programs; and
  - iii. financial structure and financing of the proposed Marihuana Business; and
  - iv. short term and long-term goals and objectives; and

- v. if any co-location of businesses is proposed, provide an explanation of the integration of such businesses, including a drawing showing the relationship between the businesses being co-located, including square footages and the separation provided between such facilities, including identification of any points of entry, ingress or egress, and controls at each location(s); and
  - vi. any community outreach/education plans and strategies; and
  - vii. any charitable plans and strategies, whether fiscally or through volunteer work.
- (12) One of the following: (a) proof of ownership of the premises wherein the Marihuana Business will be operated; or (b) written consent from the property owner for use of the premises in a manner requiring licensure under this Article together with a copy of any lease for the premises.
  - (13) A description of the security plan for the Marihuana Business, including, but not limited to, any lighting, alarms, barriers, recording/monitoring devices, and/or security guard arrangements proposed for the Facility and premises. The security plan must contain the specification details of each item of security equipment.
  - (14) A scaled floor plan of the Marihuana Business, as well as a scale diagram illustrating the property upon which the Marihuana Business will be operated, including all available parking spaces, and specifying which parking spaces, if any, are handicapped-accessible.
  - (15) Any proposed elevation drawings, photographs or other materials to be shown on the exterior of the proposed Marihuana Business.
  - (16) A scaled location area map of the Marihuana Business and surrounding area identifying the relative locations and distances to surrounding property boundaries and buildings as measured pursuant to the buffering sections of this Ordinance.
  - (17) A sanitation plan designed to protect against any marihuana being ingested on the premises by any person or animal, indicating how the waste and byproduct will be stored and disposed of, and how any marihuana will be rendered unusable upon disposal.
  - (18) A proposed recordkeeping plan that will track quantities sold to individual persons for their daily purchase limits and will monitor inventory.
  - (19) A description of procedures for testing of contaminants, including mold and pesticides.
  - (20) An affidavit that neither the applicant nor any stakeholder of the applicant is in default to the City and that the applicant or stakeholder of the applicant has not

failed to pay any property taxes, special assessments, fines, fee or other financial obligation to the City.

- (21) Verification, via the State application CPA attestation requirements, showing that the applicant's capitalization amounts are satisfied per the MRTMA.
- (22) An estimate of the number and type of jobs that the Marihuana Business is expected to create, the compensation expected to be paid for such jobs, and the projected annual budget and revenue of the Marihuana Business.
- (23) A signed acknowledgment that the applicant is aware and understands that all matters related to marihuana, growing, cultivation, possession, dispensing, testing, safety compliance, transporting, distribution, and use are currently subject to state and federal laws, rules, and regulations, and that the approval or granting of a license hereunder will not exonerate or excuse the applicant from abiding by the provisions and requirements and penalties associated with those laws, rules and regulations or exposure to any penalties associated officials, members, partners, shareholders, employees and agent of those laws, rules, and regulations and hereby waives, and assumes the risk of, any such claims and damages, and lack of recourse against the City, its elected and appointed officials, employees, attorneys, and agents.
- (24) As it relates to a Marihuana Grower, the following additional items shall be required:
  - i. a cultivation plan that includes, at a minimum, a description of the cultivation methods to be used, including plans for the growing mediums, treatments, and/or additives;
  - ii. a production testing plan that includes, at a minimum, a description of how and when samples for laboratory testing by an international organization for standardization accredited testing facility will be selected, what type of testing will be requested, and how the test results will be used;
  - iii. an affidavit that all operations will be conducted in conformance with the MMMA, the MMFLA, MTA, MRTMA and other applicable state law;
  - iv. chemical and pesticide storage plan that states the names of the pesticides to be used in cultivation and where and how pesticides and chemicals will be stored in the facility, along with a plan for the disposal of unused pesticides; and
  - v. All activity related to the facility shall be done indoors. All plants immediately upon harvesting must be relocated indoors and shall not be stored or left outdoors. Cultivation of plants within one hundred feet (100') of any property boundary is prohibited. The applicant shall specifically acknowledge this provision.

- (25) Proof of an insurance policy covering the business and naming the City of Berkley, its elected and appointed officials, employees, and agents, as additional insured parties, primary and non-contributory available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors, in the amount of:
- i. at least Two Million Dollars (\$2,000,000) for property damage;
  - ii. at least Two Million Dollars (\$2,000,000) for injury to one (1) person; and
  - iii. at least Two Million Dollars (\$2,000,000) for injury to two (2) or more person resulting from the same occurrence. The insurance policy underwriter must have a minimum A.M. Best Company insurance ranking of B+, consistent with state law. The policy shall provide that the City shall be notified by the insurance carrier thirty (30) days in advance of any cancellation.
- (26) Any other information requested by the City considered to be relevant to the processing or consideration of the application.
- (c) Upon receipt of a completed Application and the appropriate application fee, the City Clerk shall refer a copy of the Application to appropriate City departments for their review.
- (1) An Application shall not be eligible to be considered for approval, unless:
- i. The Public Safety, Planning, and Building Departments have inspected the proposed location for compliance with all laws for which they are charged with enforcement and for compliance with the requirements of this Article.
  - ii. The Planning and Zoning Department verifies the proposed location of the marihuana business complies with the zoning code.
  - iii. The Building Department confirms the proposed marihuana business meets the City building code and this Article.
  - iv. The City Treasurer confirms the applicant and each stakeholder of the applicant and the proposed location of the Business are not in default to the City.
  - v. The City Public Safety Department determines the applicant has met the requirements of this Article with respect to the background check and security plan.

**Sec. 30-904. – License application evaluation.**

- (a) The City will accept applications for a license(s) for a Marihuana Retail establishment, Microbusiness, Marihuana Processor or Marihuana Grower over a thirty (30) day period after the effective date of this Article. At the end of the thirty (30) day period, all properly submitted and complete Applications shall be subject to examination and review by the City. The City may elect to issue or not issue licenses for any of the permitted uses or issue licenses in any combination thereof, but in no instance shall issue more licenses than are permitted pursuant to the terms of this Article.
- (b) There shall not be an application window set for Marihuana Safety Compliance Facilities or Marihuana Secure Transport Facilities. An applicant can apply at any time.
- (c) The City shall assess all applications submitted for completeness. If an Application is found to be incomplete, it will not be further considered until complete. The City Clerk shall send a letter to the designated stakeholder explaining the item(s) missing from the application. The applicant shall have two (2) weeks from the date of the letter to provide the required information to the City. If the supplemental information is not provided within two (2) weeks of the letter, the application will be deemed abandoned and will no longer be considered.
- (d) Application evaluation criteria shall include:
  - (1) The content and sufficiency of the information contained in the application.
  - (2) Whether the proposed plan has received approval from the Public Safety Department, Community Development Department, and all other relevant departments.
  - (3) Whether the proposed facility will revitalize property that has been vacant or unused for an extended period of time.
  - (4) Whether the proposed Business will be consistent with land use for the surrounding neighborhood and not have a detrimental effect on traffic patterns and public safety.
  - (5) Whether the proposed (or existing) building and site improvements are consistent and compatible with the City's Master Plan objectives and the design of neighboring sites and buildings.
  - (6) Planned outreach on behalf of the proposed Business, and whether the applicant or its stakeholders have made, or plan to make, significant physical improvements to the building housing the Marihuana Business, including plans to eliminate or minimize traffic, noise, and odor effects on the surrounding area.
  - (7) Whether the applicant or any of its stakeholders have a record of acts detrimental to the public health, security, safety, morals, good order, or general welfare prior

to the date of the application; whether the applicant or any of its stakeholders have previously operated an illegal business of any kind.

- (8) Whether the applicant has reasonably and tangibly demonstrated it possesses sufficient financial resources to fund, and the requisite business experience to execute, the submitted business plan and other plans.
  - (9) Whether the proposed location in the City in relation to its proximity to other locations for Marihuana Businesses represents a reasonable and harmonious dispersion of Marihuana Businesses.
  - (10) The proximity of the business to a school.
  - (11) Whether adequate off street parking is available.
  - (12) Whether the size and nature of the use in relationship to previously approved and issued permits and Marihuana Businesses is reasonable.
  - (13) Whether the applicant's proposal involves the redevelopment of a site.
  - (14) Whether the business experience of the applicant previously in the City and elsewhere demonstrates that the applicant has sufficient experience and requisite business experience in the operation of the proposed Marihuana Business.
  - (15) Whether or not the proposed plan incorporates sustainable infrastructure and energy efficient elements and fixtures.
- (e) The City may engage professional expert assistance in performing any of the duties and responsibilities under this Article.

**Sec. 30-905. – License limit.**

- (a) The City Council finds and determines that it is in the public interest and serves a public purpose to limit the maximum number of licenses that the City may issue, as follows: Marihuana Retail establishments shall be limited to<<number or inherent zoning/free market>>; Marihuana Growing Facility <<number or inherent zoning/free market>>; Processing Centers <<number or inherent zoning/free market>>; Safety Compliance Facilities <<number or inherent zoning/free market>>; and Marihuana Secured Transporters <<number or inherent zoning/free market>>.
- (b) Should a license for a Marihuana Retail establishment, Microbusiness, Marihuana Processor or Marihuana Grower become available, the City shall set an application period by a resolution adopted by the City Council and receive Applications for a license(s) for a Marihuana Retail establishment, Microbusiness, Marihuana Processor or Marihuana Grower over a thirty (30) day period. At the end of the thirty (30) day period, all properly submitted and complete Applications shall be subject to examination and review by the City. The City

may elect to issue or not issue licenses for any of the permitted uses or issue licenses in any combination thereof, but in no instance shall issue more licenses than are permitted pursuant to the terms of this Article.

**Sec. 30-906. – Adult-use marihuana facility co-location and stacking.**

- (a) Consistent with the MTRMA and rules promulgated by LARA, any combination of growers, processors, and retail establishments may operate as separate adult-use marihuana facilities at the same physical location.
- (b) Consistent with the MRTMA and rules promulgated by LARA, applicants for a Class C grower license shall be allowed to receive up to 5 Class C licenses and operate each license in a single building/location.

**Sec. 30-907. – License renewal application**

- (a) Application for a License Renewal shall be made in writing to the City Clerk at least thirty (30) days prior to the expiration of an existing license.
- (b) An Application for a License Renewal shall be made under oath on forms provided by the City.
- (c) An Application for a license renewal shall be accompanied by a renewal fee in an amount of Five Thousand Dollars (\$5,000) which half will be returned should the license not be renewed. The renewal fee is established to defray the costs of the administration of this Article.
- (d) Upon receipt of a completed Application for a License Renewal meeting the requirements of this Article and the license renewal fee, the City Clerk shall refer a copy of the Renewal Application to appropriate City departments for review,
- (e) An Application for a license renewal shall be not be considered for approval unless:
  - (1) The Fire Department has inspected the proposed location for compliance with all laws for which they are charged with enforcement within the past calendar year; and
  - (2) The Planning & Zoning Department has confirmed that the location complies with the zoning code and this Article, at the time a license is granted; and
  - (3) The Building Department has confirmed that the marihuana business meets the City building code requirements.
  - (4) The City Treasurer has confirmed that the applicant and each stakeholder of the applicant and the location of the Marihuana Business are not currently in default to the City; and



- (5) The Police Department has reviewed the Application and determined that the applicant has satisfied the requirements of this Article with respect to the background check and security plan; and
  - (6) The applicant possesses the necessary state licenses or approvals, including those issued pursuant to the MMFLA; and
  - (7) The applicant has operated the Marihuana Business in accordance with the conditions and requirements of this Article; and
  - (8) The Marihuana Facility has not been determined to be a public nuisance; and
  - (9) The applicant is operating the Marihuana Business in accordance with federal, state, and local laws and regulations.
- (f) If written approval is given by each individual, department, or entity identified in Subsection (e), and the Renewal Application is found to be compliant with the additional required provisions of this Article by the City Clerk, the City Clerk shall issue a license renewal to the applicant. If no renewal license is issued, half of the renewal fee shall be returned. The renewal shall be deemed approved if the City has not issued formal notice of denial within sixty (60) days of the filing date of the application, unless the applicant is advised of non-compliance with this Article or incompleteness of information or any required inspection during such period.

**Sec. 30-908. – Transfer of ownership, licenses generally.**

- (a) Licensees shall report any change in the required information to the City Clerk within ten (10) business days of the change. Failure to do so may result in suspension or revocation of the license.
- (b) A license approval shall not be effective, and no Marihuana Business may operate, unless the Marihuana Business has obtained a State License and the site of the proposed use and proposed structure for the Marihuana Business is properly zoned for such use under the applicable zoning.
- (c) Licensees may transfer a license issued under this Article to a different location upon receiving written approval from the Clerk and LARA or the board pursuant to the MMFLA and rules promulgated by LARA. In order to request City approval to transfer a permit location, the licensee must make a written request to the Clerk, indicating the current license location and the proposed license location. Upon receiving the written request, the Clerk shall refer a copy of the written request to fire department and the department of building safety & planning or another appropriate department. No permit transfer shall be approved unless each such City department or agency gives written approval that the proposed new location meets the standards identified in this Article, the MRTMA and LARA.
- (d) Licensees may transfer a license issued under this Article to a different individual or entity upon receiving written approval from the City Clerk and LARA. In order to

request City approval to transfer a permit to a different individual or entity, the licensee must make a written request to the City Clerk, indicating the current licensee and the proposed licensee. The Clerk shall grant the request so long as LARA authorizes the transfer pursuant to the MRTMA and rules promulgated by LARA.

**Sec. 30-909. – Minimum operational standards of marihuana business.**

Except as may conflict with State law or regulation the following minimum standards apply to all Marihuana Businesses:

- (1) The entire parcel where the Marihuana Business will be located must be properly zoned, and the Marihuana Business operations must be entirely contained within the building.
- (2) The Marihuana Business shall be in compliance at all times and in all circumstances with the MMMA, the MMFLA, the MTA, MRTMA, and the state's administrative rules. Any violation of such law or rules shall be deemed a violation of this Article.
- (3) On-premises consumption of marihuana shall be prohibited at any Marihuana Business.
- (4) In addition to security requirements pursuant to State laws and regulations and any other applicable City Ordinances, the Marihuana Business shall continuously monitor the entire premises, interior and exterior, with surveillance systems that include security cameras operating twenty-four (24) hours a day, seven (7) days a week. The video recordings shall be maintained in a secure, off-site location for a period of forty-five (45) days.
- (5) The Marihuana Business shall be contained within a locked Facility, including all interior doors, all windows and points of entry and exits with commercial grade non-residential locks and with an alarm system monitored. Marihuana shall not be permitted to be stored in trailers or sheds or other accessory structures to the principal building. Storage shall further be in accordance with the MRTMA and promulgated rules as amended.
- (6) A locking safe permanently affixed to the permitted premises that shall store any marihuana and all cash remaining in the Facility overnight shall be used. For Marihuana-infused products that must be kept refrigerated or frozen, the Facility may lock the refrigerated container or freezer in a manner authorized by the MRTMA and promulgated rules as amended in place of the use of a safe so long as the container is affixed to the building structure.
- (7) No Marihuana Business shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property where the Marihuana Business is operated; or any other nuisance that hinders the public health, safety and welfare of the residents of the City.

- (8) All activity related to the production, manufacturing, cultivating, provisioning, testing or transportation of all marihuana shall be done indoors and fully compliant with State law so that it is not visible to the public.
- (9) All Marihuana Businesses shall maintain an inventory and record keeping system and/or database identifying the amount of Marihuana on the premises in accordance with the MRTMA, the MTA and the rules and regulations, as amended from time to time. This log shall be available to law enforcement personnel at anytime
- (10) All Marijuana located on premise shall be inventoried and tagged with unique RFID tag as required by the MRTMA, MTA and promogulated rules as amended from time to time.
- (11) All Marihuana Businesses shall maintain a visitor's logbook. Said logbook shall record the date, name, time of entry and time of exit. Except where protected the MMFLA, the MMMA, the MRTMA or the rules promogulated, said logbook shall be available to law enforcement at any time.
- (12) The State License and the City license required by this Article shall be prominently displayed on the premises of a Marihuana Business.
- (13) All Marihuana Facilities shall apply for and obtain from the City, or other applicable government authority, all necessary building, mechanical, electrical, plumbing, sign, fence, soil erosion and City zoning compliance permits.
- (14) That portion of the structure where the storage of any chemicals, herbicides, pesticides, and fertilizers exist shall be subject to inspection and approval by the Fire Department to insure compliance with federal, State, and local laws and ordinances.
- (15) Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair.
- (16) There shall be adequate screening or other protection against the entry of pests. Waste shall be disposed of so as to minimize the development of odor and minimize the potential for waste development and minimize the potential for waste becoming an attractant, harborage or breeding place for pests.
- (17) Venting of marihuana odors into the areas surrounding the Marihuana Business is prohibited and deemed and declared to be a public nuisance. All facility ventilation methods shall comply with the MRTMA and administrative rules promogulated, as amended from time to time.
- (18) Waste shall be properly removed and the operating systems for waste disposal shall be maintained in an adequate manner so that they do not constitute a source of contamination in areas where Marihuana is exposed. Disposal systems for spent water and spent soil shall be approved by the City and byproduct materials,

soils, plant materials, and other materials shall be stored indoors until pickup for disposal and shall not be left outdoors for disposal pickup for longer than six (6) hours. Disposal of marihuana or marihuana waste or byproducts by on-site burning or introduction into the sewer system is prohibited.

- (19) Persons working in direct contact with Marihuana shall conform to hygienic practices while on duty and training programs shall be developed and implemented for all employees on recognized safe health practices.
- (20) The interior and exterior of all buildings, fixtures and other accessories shall be maintained in a presentable and sanitary condition.
- (21) Marihuana Businesses shall provide its occupants with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair.
- (22) Marihuana that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
- (23) Marihuana Businesses shall be free from infestation by insects, rodents, birds, or vermin or any kind.
- (24) All Marihuana shall be packaged and labeled as provided by MRTMA and promulgated rules as amended.
- (25) The premises shall be open for inspection during the stated hours of operation and as such other times as anyone is present on the premises.
- (26) There shall be no other accessory uses permitted within the same Facility other than those associated with the retailing, processing or cultivating of marihuana.
- (27) Signs shall comply with the City's Code of Ordinances. No sign shall contain the words "marihuana", "marijuana", "weed", "cannabis", "dank", "420", "pot", "grass", "ganga", "mary jane", or any other term referencing marihuana, nor shall any sign contain marihuana leaves, marihuana related imagery, green crosses, or other words or images intended to evoke the presence of marihuana. Additional advertising, including but not limited to, vehicle signs, sandwich boards, portable signs, temporary signs, or banners are prohibited on the premises.
- (28) Advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors is prohibited.

**Sec. 30-910. – Additional operational standards for marihuana retail establishments and microbusinesses.**

Except as may conflict with state law or regulation, the following minimum standards for Marihuana Retail establishments and Microbusinesses shall apply:

- (1) Marihuana Retail establishments shall only be open from \_\_\_\_ to \_\_\_\_.
- (2) Unless permitted by the MRTMA, public or common areas of the Marihuana Retail establishment must be separated from restricted or non-public areas of the retail establishment by a permanent barrier. Unless permitted by the MMMA, MMFLA, or the MRTMA, no Marihuana may be stored, displayed, or transferred in an area accessible to the general public.
- (3) All Marihuana storage areas within Marihuana Retail establishments must be separated from any customer/patient areas by a permanent barrier. Unless permitted by the MMMA, MMFLA, or MRTMA, no Marihuana is permitted to be stored in an area accessible by the general public or registered customers/patients. Marihuana may be displayed in a sales area only if permitted by the MRTMA.
- (4) Drive-thru windows on the premises of a Marihuana Retail establishment shall not be permitted.

**Sec. 30-911. – License revocation, suspension and denial; basis for action; appeal.**

- (a) Any City license issued under this Article may be revoked or suspended by the City Clerk after an administrative hearing if the City Clerk finds and determines that grounds for revocation or suspension exist. Any grounds for revocation or suspension must be provided to the licensee at least ten (10) days prior to the date of the hearing by first class mail to the address given on the License Application or any address provided to the City Clerk in writing subsequent to the filing of an application.
- (b) A license applied for or issued may be denied, revoked or suspended on any of the following grounds:
  - (1) A violation of any provision of this Article, including, but not limited to, the failure to provide the information required by this Article;
  - (2) Any conviction of a felony or any misdemeanor involving controlled substances, theft or dishonesty by the licensee, stakeholder, or any person holding an ownership interest in the license;
  - (3) Commission of fraud or misrepresentation or the making of a false statement by the applicant, licensee, or any stakeholder of the applicant or licensee while engaging in any activity for which this Article requires a license;
  - (4) Failure to obtain or maintain a license or renewed license from the City Clerk; pursuant to this Article;
  - (5) Failure of the licensee or the Marihuana Business to obtain or maintain a State license or approval pursuant to the MRTMA;

- (6) The Marihuana Business is determined by the City to have become a public nuisance or otherwise is operating in a manner detrimental to the public health, safety or welfare;
  - (7) Any default in the payment of any charges, taxes, or fees, to the City if not cured upon forty-five (45) days following notice sent by electronic means or mail to the address of the Marihuana Business;
  - (8) Violation of any State law applicable to Marihuana Businesses.
- (c) Appeal of denial of an Application, or revocation or suspension of a license: the City Clerk shall notify an applicant of the reason(s) for denial of an Application for a license or license renewal or for revocation or suspension of a license or any adverse decision under this Article and provide the applicant with the opportunity to be heard. Any applicant aggrieved by the denial or revocation or suspension of a license or adverse decision under this Article may appeal to the City Council, who shall appoint a hearing officer to hear and evaluate the appeal and make a recommendation to the Clerk. Such appeal shall be taken by filing with the City Clerk, within fourteen (14) days after notice of the action complained of has been mailed to the applicant's last known address on the records of the City Clerk, a written statement setting forth fully the grounds for the appeal. The City Council shall review the report and recommendation of the hearing officer and make a decision on the matter.

**Sec. 30-912. – Penalties; temporary suspension of a license.**

- (a) The City may require an applicant or licensee of a Marihuana Business to produce documents, records, or any other material pertinent to the investigation of an Application or alleged violation of this Article. Failure to provide the required material may be grounds for application, denial, or license revocation.
- (b) Any person in violation of any provision of this Article, including the operation of a Marihuana Business without a license shall be responsible for a civil infraction and shall be subject to a civil fine and costs. Increased civil fines may be imposed for a repeat violation. As used in this Section “repeat violation” shall mean a second or any subsequent infraction of the same requirement or provision committed by a person or Facility within any twenty-four (24) month period. Unless otherwise specifically provided in this Article, the penalty schedule is as follows:
  - (1) Seven Hundred Fifty Dollars (\$750), plus costs, for the first violation;
  - (2) One Thousand Dollars (\$1,000), plus costs, for a repeat violation;
  - (3) Three Thousand Dollars (\$3,000), plus costs, per day, plus costs, for any violation that continues for more than one day.
- (c) The City Clerk may temporarily suspend a Marihuana Business license without a prior hearing if the City finds that public safety or welfare requires emergency action affecting the public health, safety, or welfare. The Clerk shall cause the temporary suspension by

issuing a suspension notice in connection with institution of proceedings for notice and a hearing.

- (d) If the Clerk temporarily suspends a license without a prior hearing, the licensee is entitled to a hearing within thirty (30) days after the suspension notice has been served on the licensee or posted on the licensed premises. In the case of a license issued for a Marihuana Grower Facility, the hearing shall be held within seven (7) days after the notice has been served on the licensee or posted on the premises of the licensed business. The hearing shall be limited to the issues cited in the suspension notice.
- (e) If the Clerk does not hold a hearing within thirty (30) days after the date the suspension was served on the licensee or posted on the licensed premises, or in the case of a Grower Facility seven (7) days, then the suspended license shall be automatically reinstated and the suspension vacated.
- (f) The penalty provisions herein are not intended to foreclose any other remedy or sanction that might be available to, or imposed by the City, including criminal prosecution.

**Sec. 30-913. – Disclaimer.**

- (a) Nothing in this Article shall be construed to authorize any person to engage in conduct that endangers others or causes a public nuisance, or to allow use, possession or control of marihuana for lawful purposes or allow any other activity relating to cultivation, growing, distribution or consumption of marihuana that is otherwise illegal.
- (b) Except as may be required by law or regulation, it is not the intent of this Article to diminish, abrogate, or restrict the protections for individual use of marihuana found in the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, the Marihuana Tracking Act and the Michigan Regulation and Taxation of Marihuana Act.

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.

---

Dan Terbrack  
Mayor

Attest: \_\_\_\_\_  
Annette Boucher  
City Clerk

AN ORDINANCE

of the City Council of the City of Berkley, Michigan to Amend Sections 138-363, 138-382, 138-387, 138-457, 138-472, 138-487 and Add New Section to Chapter 138 Zoning, to Establish Zoning Requirements for Marihuana Businesses.

**THE CITY OF BERKLEY ORDAINS:**

**SECTION 1:** Section 138-363 of Chapter 138 of the Berkley Code of Ordinances shall be amended, as follows:

**Sec. 138-363. – Principal uses permitted.**

Principal uses permitted in the industrial district are as follows:

- (1) Any of the following uses conducted wholly within a completely enclosed building or within a designated area enclosed on all sides with 6-foot obscuring masonry wall not less than 8 inches thick:

a.-1. *No change.*

m. Class A Marihuana Grower, Class B Marihuana Grower, Marihuana Safety Compliance facilities, Marihuana Processor and Marihuana Secure Transporter.

Formatted: No Spacing, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

**SECTION 2:** Section 138-382 of Chapter 138 of the Berkley Code of Ordinances shall be amended, as follows:

**Sec. 138-382. – Principal uses permitted.**

No land, building or premises within the office district shall be used for other than the following specified purposes:

(1)-(9) *No change.*

(10) Marihuana Safety Compliance facilities,

Formatted: Font: Not Bold

Formatted: Font: Not Bold

**SECTION 3:** Section 138-387 of Chapter 138 of the Berkley Code of Ordinances shall be amended, as follows:

**Sec. 138-387. – Principal uses permitted.**

Principal uses permitted in the LB district are as follows:

(1)-(15) *No change.*

(16) Marihuana Retailers, Marihuana Microbusinesses, and Medical Marihuana Provisioning Centers.



**SECTION 4:** Section 138-457 of Chapter 138 of the Berkley Code of Ordinances shall be amended, as follows:

**Sec. 138-457. – Principal uses permitted.**

Principal uses permitted in the twelve mile district are as follows:

(1)-(15) *No change.*

(16) Marihuana Retailers, Marihuana Microbusinesses, and Medical Marihuana Provisioning Centers.

**SECTION 5:** Section 138-472 of Chapter 138 of the Berkley Code of Ordinances shall be amended, as follows:

**Sec. 138-472. – Principal uses permitted.**

Principal uses permitted in the Woodward district are as follows:

(1)-(4) *No change.*

(5) Marihuana Retailers, Marihuana Microbusinesses, and Medical Marihuana Provisioning Centers.

**SECTION 6:** Section 138-487 of Chapter 138 of the Berkley Code of Ordinances shall be amended, as follows:

**Sec. 138-487. – Principal uses permitted.**

Principal uses permitted in the eleven mile district are as follows:

(1)-(21) *No change.*

(22) Class A Marihuana Grower, Class B Marihuana Grower, Marihuana Safety Compliance facilities, Marihuana Processor, Marihuana Secure Transporter, and Medical Marihuana Provisioning centers.

Formatted: Tab stops: 1.13", Left + Not at 1.25"

Formatted: Justified, Indent: Left: 0.5", Hanging: 0.63"

**SECTION 7:** New \_\_\_\_\_ shall be added to Chapter \_\_\_\_ of the Berkley Code of Ordinances, as follows:

(a) A Marihuana Retailer must front on a major thoroughfare with the primary ingress/egress onto a major thoroughfare.

(b) The Marihuana Business have all applicable state and local licenses and approvals to operate.

(c) The property where the Marihuana Business will be located must be entirely within the boundaries of the City of Berkley, and must be within one thousand feet (1,000') of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

Formatted: Justified, Indent: Hanging: 0.5", Space After: 12 pt

(d) Notwithstanding any other provision in the zoning ordinance, a Marihuana Business must operate within a fully enclosed building.

**SECTION 8:** 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 9:** Effective Date

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

**SECTION 10:** 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.

\_\_\_\_\_  
Dan Terbrack  
Mayor

Attest:

\_\_\_\_\_  
Annette Boucher  
City Clerk

**AN ORDINANCE**

**of the City Council of the City of Berkley, Michigan  
to Add New Article XIV, Marihuana Establishments, to Chapter 30, Businesses,  
of the City of Berkley Code of Ordinances to  
Prohibit Marihuana Establishments as Defined in the  
Michigan Regulation and Taxation of Marihuana Act, to Specify a “Sunset” Date,  
and to Prescribe a Penalty for Violations**

**THE CITY OF BERKLEY ORDAINS:**

**SECTION 1:** New Article XIV shall be added to Chapter 30 of the Berkley City Code, as follows:

**ARTICLE XIV. – MARIHUANA ESTABLISHMENTS**

**Sec. 30-800. – Prohibition.**

Pursuant to Section 6.1 of the Michigan Regulation and Taxation of Marihuana Act, the City of Berkley completely prohibits marihuana establishments, as defined in the Act, within the City’s municipal boundaries.

**Sec. 30-801. – Sunset.**

The prohibition and provisions of this Article shall automatically expire on December 31, 2019, if not sooner repealed by legislative action of the City Council.

**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 shall be municipal civil infractions and upon a determination of responsibility therefore shall be punishable by a civil fine of not more than \$500.

**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.

---

Dan Terbrack  
Mayor

Attest:

---

Annette Boucher  
City Clerk

**M-46-19**

June 17, 2019 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to authorize the City Manager to renew the agreement for legal services with Hafeli, Staran, & Christ, P.C.

Ayes:

Nays:



Office of the  
City Manager

# Memo

To: Mayor Terbrack and City Council  
From: Matthew Baumgarten, City Manager  
Date: June 17, 2019  
Subject: Legal Services

---

Mr. Mayor and Members of Council,

On June 30, 2019, our second three year contract with Hafeli, Staran, & Christ P.C. comes to a close, and the City will need to renew its contract to continue receiving legal services. For the past six years, legal services for the City of Berkley have been provided by John Staran as City Attorney and Dan Christ as the City's prosecutor.

In advance of the expiring agreement, Mr. Staran sent a proposed agreement in April of this year. I had the proposal reviewed by a third party evaluator, Scott Baker of Baker & Elowsky PLLC., to provide an objective opinion on its terms and conditions on behalf of the City. Mr. Baker ultimately recommended two changes to the contract that HSC readily accepted. The contract that is presented to you today is the most up to date version, and contains all of the requested changes.

The firm is extremely qualified and Mr. Staran and Mr. Christ have rendered a very high level of service to the City of Berkley. The proposed agreement has three year duration, however, given the City Council's preference to rebid contracts for professional services on a more consistent basis, Council could choose to alter the duration to a 12 month agreement and go through the bid process before June 30, 2020. This would be for the sake of consistency and in no way an indication of any dissatisfaction with the services rendered by Hafeli, Staran, & Christ P.C.

Thank you,

Matthew Baumgarten  
Berkley City Manager

## LEGAL SERVICES AGREEMENT

This Agreement for legal services, to be effective from July 1, 2019 through June 30, 2022, is between the City of Berkley, a Michigan municipal corporation, located at 3338 Coolidge Highway, Berkley, Michigan (“City”) and Hafeli Staran & Christ, P.C., a Michigan professional corporation, located at 2055 Orchard Lake Road, Sylvan Lake, Michigan (“Attorney”).

City desires to engage Attorney to provide legal services for the City; and Attorney is experienced in municipal law and desires to provide legal services to the City. The Attorney will act as legal advisor for the City Council in matters relating to their official duties as described in the Berkley City Charter, Section 8.8. When not acting as attorney to the City Council, Attorney shall be under the direct supervision of and shall report to the City Manager. Attorney will represent the City in civil matters and in the prosecution of violations of the City of Berkley Code of Ordinances.

THEREFORE, the City and Attorney agree:

1. City Council re-appoints Attorney as City Attorney effective on the approval date designated by the City Council. The term of this contract shall be three (3) years and may continue thereafter on a month-to-month basis until terminated or amended
2. Attorney shall perform legal services for the City as set forth in the Scope of Services attached as Exhibit 1.
3. For the performance of the basic duties and responsibilities set forth in the Scope of Services, the Attorney shall receive from City a flat annual fee of \$66,780.00, payable in equal monthly installments of \$5,565.00. This shall be paid 15 days after receipt of an invoice.

4. For significant additional services outside of that scope of services, including litigation, the Attorney shall perform and charge for those additional legal services at the hourly rate of \$125, payable 15 days after receipt of an itemized invoice. The firm will receive prior approval from the City Manager before engaging in such services. Attorney may also invoice City and be entitled to reimbursement for costs Attorney advances on behalf of the City for such things as filing fees, document reproduction, consultant fees, and other authorized and customarily reimbursable expenses, but not for Attorney's normal overhead and administrative costs.

5. This is an "at will" contract. Attorney shall serve at the pleasure of the City Council, and the City reserves the right to terminate the relationship at any time, with or without cause, and for any reason, or for convenience. Attorney shall be entitled to compensation only for services rendered prior to the date of termination and for any post-termination services authorized by the City. Attorney may also terminate this Agreement upon thirty (30) days advance written notice of termination to the City.

6. At termination, all files developed and/or retained by the firm/individual up to the date of termination shall be returned to the City, including all electronic files and media. All activities undertaken by the firm/individual on behalf of the City up to the date of termination will be paid for by the City in accordance with the Agreement.

7. Any claim or controversy arising out of or relating to this Agreement or the alleged breach thereof shall be settled by arbitration in accordance with the laws of the State of Michigan and the rules of the American Arbitration Association. The arbitrator's decision shall be binding on both parties and, if appropriate, a judgment embodying such decision may be entered in a court of competent jurisdiction. Either party may resort to such court for enforcement of the arbitrator's decision.



8. This Agreement contains the entire understanding and agreement between the City and Attorney. No amendment or modification of this Agreement shall be enforceable unless reduced to writing signed and dated by authorized representatives of both parties.

9. Any notice required to be sent by either party shall be effective when deposited in the United States mail, postage fully prepaid, addressed to such party at their current mailing addresses. An electronic copy shall also be sent.

10. This Agreement shall be governed by Michigan law. In the event that any provision in of this Agreement shall be or shall become void or unenforceable, the remaining provisions of this Agreement shall nevertheless be binding.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF BERKLEY

Dated: \_\_\_\_\_, 2019 By: \_\_\_\_\_  
Dan Terbrack, Mayor

HAFELI STARAN & CHRIST, P.C.

Dated: \_\_\_\_\_, 2019 By: \_\_\_\_\_  
John D. Staran, Principal

**EXHIBIT I:**  
City of Berkeley Legal Services Agreement

## **EXHIBIT I: City of Berkeley Legal Services Agreement**

### **SCOPE OF SERVICES**

The following describes the duties and responsibilities of the Attorney:

1. Prepare for and attend regular monthly council meetings (approximately 24 per year), work sessions, special council meetings, staff meetings, Planning and Zoning Board of Appeals meetings and others as directed by either the City Council or City Manager.
2. Prepare for attendance at the above meetings including pre-council meetings with staff; review all agendas, packets and meeting notices.
3. Consult with the City Council or Manager regarding agenda wording and preparation.
4. Follow-up on all such meetings, including transmitting information to City staff and officials as may be requested.
5. Prepare, or officially pass on, all contracts, bonds and other instruments in writing and certifies before execution as to their legality and correctness of form.
6. Represent the city in all legal matters as deemed necessary or expedient by the City Council or City Manager, including, but not limited to, the following:
  - Gives legal advice as directed to City Boards and Commissions.
  - Assists in personnel matters, grievance arbitration matters and risk management affairs when requested.
  - Examines titles of land to be purchase by the City, closes purchases and represents the City in condemnation suits.
  - Gives legal advice in sale of City property, street and alley vacations, easements, lot splits and special assessments when requested.
  - Prepares legal opinions on issues as they arise in the business of the City when requested.
  - Attend bankruptcy hearings as required.
7. Serve as prosecuting attorney for the City of Berkeley in conjunction with the District Court.
8. Write and file complaints with District and Circuit Courts to enforce the City's zoning and code ordinances. Represents the City in negotiations and in Court proceedings. Monitors recent case law and recommends ordinance changes as appropriate.
9. Review and sign warrant authorizations and subpoenas, reviews incident reports, prepares plea sheets for court appointed defense attorney, updates docket sheet, represents City in trial proceedings and prepare briefs.
10. Conduct legal research and prepares ordinances and resolutions for the City.

**EXHIBIT I:** City of Berkley Legal Services Agreement

11. Advise the City Council and City Manager of all matters of law and changes or development therein affecting the City.
12. Be available by telephone or in person to act as legal advisor to the City Council, City Manager and City staff when necessary and appropriate.
13. File copies of all legal documents, together with the proper data and information concerning same, in the Clerk's office.
14. Such other duties as determined necessary by the City.



LAW OFFICE

# BAKER & ELOWSKY, PLLC

41850 WEST ELEVEN MILE ROAD, SUITE 207

NOVI, MICHIGAN 48375

Phone: (248) 230-4103 Fax: (248) 929-0835

[www.bakerelowsky.com](http://www.bakerelowsky.com)

SCOTT R. BAKER

JENNIFER H. ELOWSKY

LEANN K. KIMBERLIN

sbaker@bakerelowsky.com

Of Counsel

MATTHEW C. QUINN

April 18, 2019

Matthew Baumgarten  
City of Berkley  
3338 Coolidge Highway  
Berkley, MI 48072

Re: Legal Services Agreement Review

Dear Mr. Baumgarten:

I have reviewed the Legal Services Agreement proposed between the City of Berkley and the law firm of Hafeli Staran & Christ, P.C. Upon review I find no issues of legal concern, but do offer the following comments:

The Agreement indicates that the law firm is the City Attorney, rather than any designated lawyer from that firm. The City may wish to designate a particular lawyer from the firm as City Attorney who shall serve accompanied by other members of the firm. This provision may help to ensure that the City and its staff knows who will act on its behalf as well as comport with paragraph 6 of the agreement which references firm/individual as it pertains to record retention.

The Agreement requires that any disputes be resolved by arbitration in accordance with the laws of the State of Michigan and the rules of the American Arbitration Association. While this is completely acceptable, it should be noted that in agreeing to arbitration, the City will be foregoing its right to litigate any dispute before a court, and furthermore use of arbitration is not necessarily more time or cost effective.

Very truly yours,

BAKER & ELOWSKY, PLLC

Scott R. Baker

SRB/ikk

**M-47-19**

June 17, 2019 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to authorize the Mayor to execute the employment agreement between Matthew Baumgarten and the City of Berkley subject to final review and approval by City Labor Counsel.

Ayes:

Nays:

## EMPLOYMENT AGREEMENT

THIS IS AN AGREEMENT, made and entered into this \_\_\_ day of June, 2019, by and between the City of Berkley, State of Michigan, a Municipal Corporation, hereinafter called the "City" and Matt Baumgarten, hereinafter sometimes called "City Manager", both of whom understand and agree as follows:

### WITNESSETH

WHEREAS, the City desires to employ the services of Matt Baumgarten as the City Manager, as provided by the City Charter of the City of Berkley; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and set the working conditions of said City Manager; and

WHEREAS, Matt Baumgarten desires to be employed as the City Manager of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### AGREEMENT

#### Duties

1. City shall employ Matt Baumgarten as the City Manger of the City of Berkley, Michigan to perform those functions and duties which are required by law as set forth in the City of Berkley City Charter and/or to perform other legally permissible and proper duties as the City Council shall prescribed from time to time.

#### TERM

2. Matt Baumgarten continue as the City Manager in the exclusive employ of the City of Berkley for such time as the City desires to continue his services. The term "exclusive employ" shall not be construed to preclude occasional teaching, writing, or consulting performed on the City's Manager's time off so long as these activities do not interfere with the performance of the duties of the City Manager.
3. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of the City Manager at any time, subject only to the provisions set forth herein.
4. The relationship between the City and the City Manager is "at-will" and may be terminated by either party with or without cause at any time.

5. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time, after having give sixty (60) days written notice to the City Council.

### COMPENSATION

6. City shall pay City Manager for his services, payable in installments at the same time as other employees of the City are paid. Salary of \$ 105,000 a year. The city Manager's Salary shall be adjusted on an annual basis upon the finding of a satisfactory performance review by the City Council on the pay scale noted below.
7. City Council shall meet with City Manager thereafter in the month of their determination for the purpose of a formal performance evaluation of City Manager. These performance evaluations may be based on previously adopted criteria developed jointly by the City Council and the City Manger or as otherwise determined by the City.

During the annual evaluation each, City Council shall consider salary and benefit adjustments for City Manager, including any one time, special compensation City Council may wish to award. There will also be periodic performance evaluations at the discretion of the City. A schedule will be developed by City Council and the Manager after his start date.

8. The City Manager shall be eligible to be a participant in Employer's Defined Contribution Retirement Plan (DCP) and Employer shall make contributions to the DCP for City Manager in the amount of 9%. An employee pre-tax contribution in the amount of 5% will be established. Employee is not eligible for participation in the City's Defined Benefit Plan.
9. City shall provide medical, dental, vision care and disability benefits to City Manager and dependents at the same level as provided to all other Merit System employees excluding retiree healthcare benefits.

City will provide term life insurance for benefit of City Manager's spouse and dependents have a face value in the amount of \$40,000 with an additional \$40,000 in the form of double indemnity in the event of accidental death.

10. City shall not at any time during the term of agreement reduce the salary, compensation or other financial benefits of the City Manager, except to the degree of such a reduction across-the-board fro all employees of the City.

### LEAVES

11. The City Manager shall be provided with 180 hours of paid time off annually. Paid Time Off (PTO) may be used for the purposes of sick leave, vacation leave,



or any other personal reason consistent with the City's Policy and Procedures. Upon cessation of employment the employee shall receive full payment for any accumulated PTO day. The City Manager shall be allowed to carry over unused PTO time up to a maximum of 80 hours annually. There will be no payoff annually. Upon cessation of employment the employee shall receive full payment for any unused PTO time

#### OTHER

12. City shall budget and pay for travel and subsistence expenses of City Manager for professional and official travel, meetings and other functions. This includes, but it not limited to the annual meetings of the International City/County Management Association, the Michigan Local Government Management Association, the Michigan Municipal League and their committees on which the City Manager may serve as a member. City will not reimburse for costs of alcoholic beverages, if any.
13. City shall budget and pay the travel and subsistence expenses, of City Manager for workshops, institutes and seminars that are necessary for his professional development and the good of the City. City will not be for alcoholic beverages, if any.
14. Manager for his participation in national, state and local organizations for his continued professional growth and for the good of the City, including, but not limited to, the International City/County Management Association and the Michigan Municipal League.
15. City shall reimburse City Manager for day to day out of pocket expenses incurred while conducting the business affairs of the City upon presentation to the City Treasurer reports indicating the nature of the City's business for which the expense was incurred along with receipts for the expense.
16. City shall bear the full cost of any fidelity or other bonds required by the City Manager under any law or ordinance.
17. City shall defend, save harmless, and indemnify City Manager against any torts, professional liability claim or demands or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of City Manager's duties. City will defend and/or compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

#### TERMINATION AND SEVERANCE PAY

18. In the event City Manager is terminated for any reason other than specified in subsection 23 below, City agrees to pay the City Manager a lump sum cash

payment equal to one hundred eighty (180) days compensation at the City Manager's then current rate, including 401A/457 contributions and the premiums for all existing insurance policies for the same period.

19. Notwithstanding the provisions above, City may terminate this agreement without payment of severance pay under the following conditions:
  - i. If just cause exists to terminate employment as City Manager;
  - ii. If City Manager is convicted of any illegal act involving personal gain to him at the expense of the City; or
  - iii. If the City Manager is convicted of a felony.
20. If a dispute arises concerning this Agreement or Employee's employment with the Employer, such dispute can be resolved only through binding arbitration pursuant to the terms of this arbitration provision. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Employee or the Employer may file a demand for arbitration with the American Arbitration Association ("AAA"). Such arbitration shall be conducted in accordance with AAA's commercial arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the Employer and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Employer and Employee. The parties further agree that they will comply with the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment of a court having jurisdiction may be entered upon the award as long as the arbitrator does not exceed their authority or jurisdiction. This arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.
21. The text herein constitutes the entire agreement between the parties.
22. This agreement may only be amended by written agreement signed by the Mayor, upon resolution of the Council, and City Manager.
23. This agreement shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors and personal representatives of the parties hereto.
24. Return of Property: Upon termination of employment, the Appointee shall return all documents, correspondence, files, papers or property of any kind, of all types of nature pertaining to the City, which the Appointee may have in his possession or control and a signed statement verifying return of such property.
25. If any provisions, or any portion thereof, contained in this agreement is held to be

unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed several, and shall not be affected, and shall remain in full force and effect.

26. This agreement shall become effective as of the date of its execution.

EXECUTED THIS \_\_ DAY OF June, 2019

\_\_\_\_\_  
Matt Baumgarten

\_\_\_\_\_  
Daniel Terbrack, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
John D. Staran, City Attorney

\_\_\_\_\_  
Annette Boucher, City Clerk