CALL 38th COUNCIL TO ORDER
APPROVAL OF AGENDA
INVOCATION – PASTOR MATT BRUNNER
PLEDGE OF ALLEGIANCE
PUBLIC COMMENT
ORDER OF BUSINESS

Consent Agenda

1. **APPROVAL OF THE MINUTES**: Matter of approving the minutes of the 38th City Council meeting on Monday, May 4, 2020.

2. **WARRANT**: Matter of approving Warrant No. 1350.

3. **ORDINANCE NO. O-08-20**: Matter of considering the Second Reading and Adoption of an ordinance of the City Council of the City of Berkley, Michigan Repealing Section 138-603 of Article VI, Division 4 of Chapter 138, Zoning, of the City of Berkley Code of Ordinances.

4. **ORDINANCE NO. O-09-20**: Matter of considering the Second Reading and Adoption of an ordinance of the City Council of the City of Berkley, Michigan to Repeal and Replace Article II of Chapter 50, Fire Prevention Code, of the City of Berkley Code of Ordinances to Adopt the 2015 International Fire Code, and to Prescribe Penalties for Violations.

5. **ORDINANCE NO. O-10-20**: Matter of considering the Second Reading and Adoption of an ordinance of the City Council of the City of Berkley, Michigan to amend Section 30-186 of Article V, Division 1 of Chapter 30, Businesses to Update the Citation to the Property Maintenance Code, and to Prescribe a Penalty for Violations.

6. **ORDINANCE NO. O-11-20**: Matter of considering the Second Reading and Adoption of an ordinance of the City Council of the City of Berkley, Michigan to Amend Section 18-63 of Chapter 18 Amusements and Entertainments, to Update the Citation to the City’s Adopted Building Codes, and to Prescribe a Penalty for Violations.

7. **ORDINANCE NO. O-12-20**: Matter of considering the Second Reading and Adoption of an ordinance of the City Council of the City of Berkley, Michigan Amending Chapter 26, Building & Building Regulations, of the City of Berkley Code of Ordinances to Adopt the State Construction Code, as Updated and Amended; to Adopt the 2015 International Property Maintenance Code as the City’s Property Maintenance Code; to Adopt the Michigan Rehabilitation Code as the City’s Rehabilitation Code for Existing Buildings; and to Provide Penalties for Violations.

8. **PROCLAMATION NO. P-10-20**: Matter of declaring the first Friday in June to be National Gun Violence Awareness Day.


Regular Agenda

1. **RESOLUTION NO. R-10-20**: Matter of authorizing the Mayor and City Manager to execute an agreement with the Berkley School District to collect and remit the July 2020 Property Tax Levy.
2. **RESOLUTION NO. R-11-20**: Matter of considering a resolution rescheduling the public hearing on proposed vacation of portion of public alley.

3. **MOTION NO. M-23-20**: Matter of considering a motion to approve the IT Services Amendment in order to waive the G2G fees and authorize the City Manager to sign the Amendment on the City's behalf.

4. **RESOLUTION NO. R-12-20**: Matter of considering a resolution of the City Council of the City of Berkley, Michigan adopting the proposed City of Berkley Non-Discrimination Policy.

5. **RESOLUTION NO. R-13-20**: Matter of considering a resolution of the City Council of the City of Berkley, Michigan adopting the updated City of Berkley Title VI Non-Discrimination Plan.

6. **PUBLIC HEARING**: Matter of holding a public hearing regarding reprogramming 2019 Community Development Block Grant Funds.

7. **PUBLIC HEARING**: Matter of holding a public hearing regarding the proposed operating budget for the fiscal year 2020/21 and supporting tax rates for the City of Berkley, Michigan.

8. **RESOLUTION NO. R-14-20**: Matter of approving a resolution of the Council of the City of Berkley, Michigan approving the 2020/21 through 2026/2027 Capital Improvements Plan of the City of Berkley, Michigan.


10. **RESOLUTION NO. R-16-20**: Matter of approving a resolution of the Council of the City of Berkley, Michigan setting the charges for Water and Sewer Services, effective July 1, 2020.

11. **RESOLUTION NO. R-17-20**: Matter of approving a resolution of the Council of the City of Berkley, Michigan adopting a budget for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021.

**COMMUNICATIONS**

**ADJOURN**

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**NOTE: TO JOIN THE ELECTRONIC MEETING, VISIT HTTPS://ZOOM.US/J/94929846645 OR CALL 1-312-626-6799. THE MEETING ID IS 949 2984 6645.**

The City of Berkley is hosting electronic meetings in cooperation with Gubernatorial Executive Order 2020-48. The City of Berkley will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon four working days' notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling: Victoria Mitchell, ADA Contact, Berkley City Hall, 3338 Coolidge Highway, Berkley, MI 48072 (1-248-658-3310).
THE ELECTRONIC REGULAR MEETING OF THE THIRTY-EIGHTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 7:00 PM ON MONDAY, MAY 4, 2020 BY MAYOR TERBRACK

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

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

INVOCATION: Reverend Tal Sullivan

PUBLIC COMMENT – ITEMS ON THE AGENDA

Oakland County Treasurer Andy Meisner spoke. He offered condolences on the loss of the Terbrack family’s dog. He provided an update on all of the programs and services offered through the County to help residents during this trying time with the Coronavirus. He stated that if anyone is having difficulty paying property taxes, the County has suspended the tax foreclosures for this year. He encourages those on payment plans to continue payments as they are able. He stated residents’ priorities should be on basic needs. He stated the County does not want to add stressors during this crisis. He stated all residents are invited to call the Oakland County Financial Empowerment Center if they would like free, financial advice at 248-807-5287. Mr. Meisner discussed support is available to small businesses. He stated resources are available including counseling and help applying for a number of grant and loan programs. He stated Oakland County has a grant program that offers up to $10,000. He stated there are also federal programs available like the paycheck protection program. Mr. Meisner talked about the role of our frontline workers and first responders and how important it is for them to connect with support. He discussed how important mental health is at this time. He announced the Healthcare Provider Support Hotline, 1-888-910-1636 and the Michigan Department of Health and Human Services warmline for Michigan residents who have mental health conditions, 888-PEER-753. Mr. Meisner said there is a light at the end of the tunnel and we will get through this.

Consent Agenda

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

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 38th City Council meeting on Monday, April 20, 2020.

MOTION NO. M-22-20: Matter of approving the 2020 Summer Maintenance Agreement between the Road Commission for Oakland County and the City of Berkley. The City will be reimbursed a total of $1,680.00 which will be paid in two installments, $1,092.00 due in September 2020 and $588.00 due upon completion of last maintenance activity.


PROCLAMATION NO. P-06-20: Matter of proclaiming May 2020 as Berkley History Month.

PROCLAMATION NO. P-07-20: Matter of proclaiming May 2020 as Mental Health Awareness Month.

PROCLAMATION NO. P-08-20: Matter of proclaiming May 2020 as Motorcycle Awareness Month.


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

Regular Agenda

RESOLUTION NO. R-09-20: Matter of authorizing publication of a notice of public hearing to be held on May 18, 2020 regarding reprogramming 2019 Community Development Block Grant Funds.
Mayor Pro Tem Dean moved to approve Resolution No. R-09-20
Seconded by Councilmember Hennen
Ayes: Gavin, Hennen, Price, Baker, Blanchard, Dean, and Terbrack
Nays: None
Motion Approved.

ORDINANCE NO. O-08-20: Matter of considering the first reading of an ordinance of the City Council of the City of Berkley, Michigan Repealing Section 138-603 of Article VI, Division 4 of Chapter 138, Zoning, of the City of Berkley Code of Ordinances.
Councilmember Gavin moved to approve Ordinance No. O-08-20
Seconded by Councilmember Hennen
Ayes: Hennen, Price, Baker, Blanchard, Dean, Gavin, and Terbrack
Nays: None
Motion Approved.

ORDINANCE NO. O-09-20: Matter of considering the first reading of an ordinance of the City Council of the City of Berkley, Michigan to Repeal and Replace Article II of Chapter 50, Fire Prevention Code, of the City of Berkley Code of Ordinances to Adopt the 2015 International Fire Code, and to Prescribe Penalties for Violations.
Councilmember Blanchard moved to approve Ordinance No. O-09-20
Seconded by Councilmember Dean
Ayes: Price, Baker, Blanchard, Dean, Gavin, Hennen, and Terbrack
Nays: None
Motion Approved.

ORDINANCE NO. O-10-20: Matter of considering the first reading of an ordinance of the City Council of the City of Berkley, Michigan to amend Section 30-186 of Article V, Division 1 of Chapter 30, Businesses to Update the Citation to the Property Maintenance Code, and to Prescribe a Penalty for Violations.
Councilmember Gavin moved to approve Ordinance No. O-10-20
Seconded by Councilmember Baker
Ayes: Baker, Blanchard, Dean, Gavin, Hennen, Price, and Terbrack
Nays: None
Motion Approved.

ORDINANCE NO. O-11-20: Matter of considering the first reading of an ordinance of the City Council of the City of Berkley, Michigan to Amend Section 18-63 of Chapter 18 Amusements and
Entertainments, to Update the Citation to the City’s Adopted Building Codes, and to Prescribe a Penalty for Violations.
Mayor Pro Tem Dean moved to approve Ordinance No. O-11-20
Seconded by Councilmember Hennen
Ayes: Blanchard, Dean, Gavin, Hennen, Price, Baker, and Terbrack
Nays: None
Motion Approved.

ORDINANCE NO. O-12-20: Matter of considering the first reading of an ordinance of the City Council of the City of Berkley, Michigan Amending Chapter 26, Building & Building Regulations, of the City of Berkley Code of Ordinances to Adopt the State Construction Code, as Updated and Amended; to Adopt the 2015 International Property Maintenance Code as the City’s Property Maintenance Code; to Adopt the Michigan Rehabilitation Code as the City’s Rehabilitation Code for Existing Buildings; and to Provide Penalties for Violations.
Councilmember Price moved to approve Ordinance No. O-12-20
Seconded by Councilmember Blanchard
Ayes: Dean, Gavin, Hennen, Price, Baker, Blanchard, and Terbrack
Nays: None
Motion Approved.

PUBLIC COMMENT – ITEMS NOT ON THE AGENDA

No one wished to speak.

COMMUNICATIONS:

COUNCILMEMBER GAVIN: stated the Master Plan Steering Committee met to discuss the survey created to gather residents’ feedback regarding the Master Plan. He stated they discussed they did not want to delay the process itself, so the survey will be online. He said residents will be notified via social media and a postcard mailing. He stated those without online access could have a hardcopy mailed to them. He thanked Carlisle Wortman, the city manager, the community development director, and everyone else involved for helping to gather the input. Councilmember Gavin stated the Planning Commission provided feedback on the survey itself, along with Council. He stated they reviewed and recommended approval of the Capital Improvement Plan and also called a public hearing to change a zoning ordinance before Council that evening. Following Mr. Christ’s comments, Councilmember Gavin added that there is a competition between a bunch of local communities regarding Census response. He stated Berkley is the envy of everybody right now in regards to the Census. He said it’s pretty exciting.

COUNCILMEMBER HENNEN: stated the Zoning Board of Appeals will meet 7 p.m. May 11th online. He said they will hear two cases. He said the cases are to replace the sign at the American Legion and a residential proposal for a driveway expansion that is larger than normally allowed. Councilmember Hennen said regarding COVID-19, despite the good news we are starting to see and decreases in cases and deaths in the region, we are not out of the woods yet. He discussed for example there was a major update to one of the models used by the White House showing signs of a significant increase in predicted deaths. He said one of the reasons for this is people getting lax in social distancing. Councilmember Hennen asks that we do not undo the progress that we have made this far. He said stay home, save lives.

MAYOR PRO TEM DEAN: recommends to residents that they please continue to visit the Parks & Recreation Facebook page for engagement opportunities and ongoing updates. Mayor Pro Tem Dean provided an update on the City Wellness Checks program including a shout out to the Parks & Recreation director and staff along with the Berkley Public Library director and staff and Councilmember Gavin. The
She said experts at the o. She said we are all in this together and to stay home, stay safe, save. She stated this weekend she clea. at businesses have to offer. She said as some of which are unconventional in size and shape. r manager mented a story of someone not social distancing. Councilmember Price stated.

He showed Berkley’s budget binder and stated the documents would be reviewed by Council on May 12th and 13th. He stated he looks forward to reviewing the budget and making sure it reflects Council’s values and priorities for the community in the upcoming year. He stated the DDA is also partnering with the Berkley Area Chamber of Commerce. He said he would defer to Councilmember Blanchard for details, but there will be a series of social media messages coming out daily promoting different aspects of the community and all of the things our restaurants and businesses have to offer. Councilmember Baker recited a quote by Albert Einstein, “Creativity is intelligence having fun.” He discussed it has been great walking around the neighborhoods and seeing the creativity given the circumstances and context we find ourselves in. He provided examples of the creativity while maintaining social distancing. He encourages everyone to do what is right and to stay safe and to remember that we are not stuck at home, we are safe at home.

Councilmember Price: thanked the city manager and the community development director for providing essential services and keeping our codes updated. Councilmember Price thanked Berkley Public Library Director Matt Church for supporting residents in so many ways. She discussed all of the offerings provided by Mr. Church and the library. She stated the library is now offering yet another digital offering, graphic novels, to the library’s collection. She stated if anyone needs a library card, they can reach out to Mr. Church. Councilmember Price thanked city leaders and staff for continuing to provide essential services while beginning to imagine what returning to a new normal may look like. She stated she knows everyone is eager to interact. She said we must follow the advice of the experts and remain cautiously optimistic during the process. She stated this weekend she cleaned her porch for her children to play. She said as much as she loves sitting out there and chatting with neighbors from a safe distance, she is concerned how few people are wearing facemasks and how kids from different households are playing together. She provided a story of someone not social distancing. Councilmember Price stated she knows how hard prolonged social distancing is, but the experts say stopping social distancing too soon will lead to more COVID cases and deaths. She said experts at the State and County levels will help us return to a new normal, but they need our help too. She said we are all in this together and to stay home, stay safe, save lives.

Councilmember Blanchard: stated the Berkley Area Chamber of Commerce had already announced that the Art Bash is canceled and now the group announced the Street Art Fest is also canceled. He said Berkley is not going to be an art city this summer. Councilmember Blanchard said the number of COVID-19 cases is holding pretty steady, which is a great sign. He said there are six reported deaths due to the virus. He stated if we are not careful, that could be changing. Councilmember Blanchard discussed the Chamber’s themed days of the week. He asks everyone to go to the DDA or Chamber website to see the daily theme. He encourages everyone to support local businesses. Councilmember Blanchard gave a shout out to the Berkley Public Safety Department. He said they are doing a fantastic job keeping everyone in its organization safe while still getting the job done thanks to personal protective equipment (PPE) and proper training. He said for everyone to stay safe because we want to see everyone in the future.
CITY MANAGER BAUMGARTEN: said it is encouraging to hear all of the accolades for the city staff. He said the timing couldn’t be more perfect as May 3rd-9th is Public Service Recognition Week. He stated we’re not just a city of fantastic public servants, we’re a city of fantastic residents. Mr. Baumgarten said we are working on gathering a lot of stories of our terrific residents to highlight the fantastic work they are doing right now. He asked that anyone knowing of something terrific a resident is doing, please share the story by sending an email to communications@berkleymich.net. Mr. Baumgarten provided an update on the Census. He stated that despite everything that is going on in the world, Berkley is doing a fantastic job responding to the Census. He stated Berkley is fifth in the state with responses and only a .5 percentage point behind the third- and fourth-place communities of Beverly Hills and East Grand Rapids. He stated nationwide, Berkley places 62nd out of 19,000 communities. He stated we could crack the top 50 easily and for everyone to keep up the phenomenal job. He parted with, “Let the Wookiee win” in observance of May 4th.

CITY ATTORNEY CHRIST: stated as Council knows, the Governor’s Execute Order 2020-48 expires next week on May 12th. He stated she will likely extend that executive order. Mr. Christ said they will keep Council apprised of when a new executive order on that subject is issued.

CLERK MITCHELL: reminded residents that the City of Berkley does not have an election on May 5th. She stated that the joint absentee ballot application for the August 4th and November 3rd elections will be available very soon. Ms. Mitchell stated that the Clerk’s Office has reached out to everyone that sent in an absentee ballot request for a May 5th election to let them know the appropriate application will soon be available. She said Michigan is a no-reason absentee voting state and that every registered voter is eligible to vote in the August and November election via an absentee ballot. She stated as soon as the application is available, voters can find it on the City’s website, Secretary of State website, or by calling the City Clerk’s office at 248-658-3310.

MAYOR TERBRACK: echoed the thoughts that were previously stated including Councilmember Blanchard’s comments regarding our public safety officers. He stated in addition to all that they do to keep us safe, they have even managed to fit in time to drive by homes to acknowledge special birthdays for kids in the neighborhoods. He thanked them for doing something special during this time. Mayor Terbrack stated as we know, the Governor signed an executive order on May 1st allowing construction activities to resume on May 7th. He said in addition to landscaping, our code enforcement will also be back online in a limited capacity. Mayor Terbrack referred to a comment by one of his colleagues and said this doesn’t mean that everything is over and just because you see someone is working – they are supposed to be maintaining social distancing and using appropriate PPE – we can’t revert back to business as usual. He said we are trying to allow some slow work by these businesses, as long as they can abide by social distancing. Mayor Terbrack stated budget hearings are next week on Tuesday and Wednesday. He stated these are some of the most important conversations that we have on an annual basis minding the money of the residents, especially with the uncertainty that we are facing. He stated he is instituting a casual dress code this year for the budget meetings that will take place via Zoom. He said he hopes there are residents involved. Mayor Terbrack said last month he introduced everyone to the newest member of his family and this week they had to say goodbye to the oldest member of his family. He said rest in peace, Lucy. He said she was definitely one of the best mail carrier alert systems and she will be missed.

ADJOURNMENT
Mayor Pro Tem Dean moved to adjourn the Regular Meeting at 8:01 p.m.
Seconded by Councilmember Baker
Ayes: Hennen, Price, Baker, Blanchard, Dean, Gavin, and Terbrack
Nays: None
Motion Approved.
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**Total Amount:** 43,295.11

**Child Support Case Numbers:**
- CHILD SUPPORT CASE NO. 913340822 - PR #9
- CHILD SUPPORT CASE NO. 913286400 - PR #9
- CHILD SUPPORT CASE NO. 913488854 - PR #9

**Employee Deductions:**
- EMPL. DEDUCT. (NATIONWIDE 457) - PR #9
- EMPL. DEDUCT. (ROTH) - PR #9

**Retirement Solutions:**
- NATIONWIDE RETIREMENT SOLUTIONS

**Uniform:**
- NYE UNIFORM

**Uniform:**
- OAKLAND COUNTY

**Libraries:**
- THE LIBRARY NETWORK

**Miscellaneous:**
- NEW LED LIGHTS ADMIN OFFICE/LOBBY
- NEW LED LIGHTS TRAINING ROOM 2ND FLOOR
- MENS LOCKERROOM LIGHTS LED
- WOMENS LOCKERROOM / STANDBY ROOM NEW LEI
- NEW EXIT LIGHTS / MECH ROOM LED
- DALK Y MERRIT IN. FIDUCIARY LIABILITY 05/14/20 - 05/14/21
- NEW EXIT LIGHTS / MECH ROOM LED
- MCKENNA MARCH 2020 INSPECTIONS
Total of 240 Checks: $1,134,278.98
Less 0 Void Checks: $0.00
Total of 240 Disbursements: $1,134,278.98

CITY OF BERKLEY
ACH TRANSFERS

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$197,341.78

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 J. Terbrack, Mayor
Victoria Mitchell, City Clerk
AN ORDINANCE

of the City Council of the City of Berkley, Michigan

Repealing Section 138-603 of Article VI, Division 4 of Chapter 138, Zoning,

of the City of Berkley Code of Ordinances.

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Section 138-603 of Article VI, Division 4 of Chapter 138 of the City of Berkley Code of Ordinances is hereby repealed in its entirety.

SECTION 2: Severability Clause

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

SECTION 3: Effective Date

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

SECTION 4: Publication

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

Introduced on the First Reading at the Regular City Council Meeting on Monday, May 4, 2020.

Passed on the Second Reading at the Regular City Council Meeting on Monday, May 18, 2020.

________________________________
Daniel J. Terbrack
Mayor

Attest:

________________________
Victoria Mitchell
City Clerk
AN ORDINANCE

of the City Council of the City of Berkley, Michigan to Repeal and Replace Article II of Chapter 50, Fire Prevention Code, of the City of Berkley Code of Ordinances to Adopt the 2015 International Fire Code, and to Prescribe Penalties for Violations.

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Article II of Chapter 50 of the Berkley Code of Ordinances shall be repealed in its entirety and replaced with the following new Article II, as follows:

ARTICLE II. - FIRE PREVENTION CODE

Sec. 50-31. - Adoption of the 2015 International Fire Code.

The city hereby adopts by reference the 2015 International Fire Code, including Appendices B, C, D, E, F, G, H and I for the purpose of regulating the safe guarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials, and devices.

Sec. 50-32. - Code on file.

Copies of the International Fire Code are on file and available for public inspection at the building department and the library.

Sec. 50-33. - Building code board of appeals.

The building code board of appeals is hereby constituted as the fire code board of appeals.

Sec. 50-34. - Blanks in code to be filled in.

The following blanks in the 2015 International Fire Code shall be filled in as follows:

(1) The words “the City of Berkley, Michigan” shall be inserted into Section 101.1.

(2) The words “municipal civil infraction punishable by a civil fine of not more than $500, and/or such other sanctions and remedies as prescribed in Article IX of Chapter 82 of the Code of Ordinances” shall be inserted into Section 109.4.

(3) The words “zero” and “$500” shall be inserted into Section 111.4.

Sec. 50-35. - Geographic limits.

The geographic limits referred to in certain sections of the 2015 International Fire Code are hereby established as follows:

(1) The words “The storage of Class I and Class II liquids in above ground tanks outside of buildings is prohibited except in the Eleven Mile District and shall not
be closer than 200 feet to a residential district” shall be inserted into Section 5704.2.9.6.1.

(2) The words “The storage of Class I and Class II liquids in above-ground tanks is prohibited except in the Eleven Mile District and shall not be closer than 200 feet to a residential district” shall be inserted into Section 5706.2.4.4.

(3) The words “The storage of flammable cryogenic fluids in stationary containers is prohibited except in the Eleven Mile District and shall not be closer than 200 feet to a residential district” shall be inserted into Section 5806.2.

(4) The words “The storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas to the Eleven Mile District and shall not be closer than 200 feet to a residential district” shall be inserted into Section 6104.2.

SECTION 2: Severability Clause

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

SECTION 3: Penalty

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

SECTION 4: Effective Date

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

SECTION 5: Publication

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

Introduced on the First Reading at the Regular City Council Meeting on Monday, May 4, 2020.

Passed on the Second Reading at the Regular City Council Meeting on Monday, May 18, 2020.

________________________________
Daniel J. Terbrack
Mayor

Attest:

____________________________
Victoria Mitchell
City Clerk
AN ORDINANCE

of the City Council of the City of Berkley, Michigan to Amend Section 30-186 of Article V, Division 1 of Chapter 30, Businesses to Update the Citation to the Property Maintenance Code, and to Prescribe a Penalty for Violations.

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Section 30-186 of Article V, Division 1 of Chapter 30 of the Berkley Code of Ordinances shall be amended, as follows:

Sec. 30-186. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

All terms used in this article shall be defined in accordance with the housing law of Michigan, viz., Public Act No. 167 of 1917 (MCL 125.401 et seq.).

Owner, operator, person, premises, occupant and structure: As found in accordance with the 2015 International Property Maintenance Code section PM-201.0 of the BOCA National Property Maintenance Code as adopted in chapter 26 of the Code of the city.

SECTION 2: Severability Clause

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

SECTION 3: Penalty

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

SECTION 4: Effective Date

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

SECTION 5: Publication

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

Introduced on the First Reading at the Regular City Council Meeting on Monday, May 4, 2020.

Passed on the Second Reading at a Regular City Council Meeting on Monday, May 18, 2020.

Attest:

Victoria Mitchell
City Clerk

Daniel J. Terbrack
Mayor
AN ORDINANCE

of the City Council of the City of Berkley, Michigan to Amend Section 18-63 of Chapter 18 Amusements and Entertainments, to Update the Citation to the City’s Adopted Building Codes, and to Prescribe a Penalty for Violations.

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Section 18-63 of Chapter 18 of the Berkley Code of Ordinances shall be amended, as follows:

Sec. 18-63. - Compliance with zoning and building codes.

No license under this article shall be issued until the building inspector has certified that the location at which such license will be established complies in every respect with this Code of Ordinances including, but not limited to, chapter 138, the zoning ordinance; chapter 26, the general building regulations; and all BOCA Michigan building, plumbing, electrical, mechanical, and fire codes adopted by the city.

SECTION 2: Severability Clause

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

SECTION 3: Penalty

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

SECTION 4: Effective Date

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

SECTION 5: Publication

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

Introduced on the First Reading at the Regular City Council Meeting on Monday, May 4, 2020.

Passed on the Second Reading at a Regular City Council Meeting on Monday, May 18, 2020.

________________________________________
Daniel J. Terbrack
Mayor

____________________________
Victoria Mitchell
City Clerk
AN ORDINANCE

of the City Council of the City of Berkley, Michigan
Amending Chapter 26, Building & Building Regulations,
of the City of Berkley Code of Ordinances to
Adopt the State Construction Code, as Updated and Amended; to Adopt the 2015
International Property Maintenance Code as the City’s Property Maintenance Code; to
Adopt the Michigan Rehabilitation Code as the City’s Rehabilitation Code for Existing
Buildings; and to Provide Penalties for Violations.

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Chapter 26 of the Berkley Code of Ordinances shall be amended, as follows:

Chapter 26 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. – IN GENERAL

Sec. 26-1. - Failure to correct violations Adoption of State Construction Code.

The City of Berkley may refuse to issue new permits to a licensed contractor who has
failed to correct violations or to any licensed contractor representing a firm which has failed to
correct violations. Violations shall include outstanding invoices to the city.

(a) The State Construction Code is adopted and in effect in the City consisting of the following
codes promulgated by the State Construction Code Commission pursuant to Public Act 230
of 1972 (MCL 125.1501 et seq), and as amended and updated by the Commission and filed
in accordance with the Act:

(1) Michigan Building Code.
(3) Michigan Mechanical Code.
(4) Michigan Electrical Code.
(5) Michigan Residential Code

(b) Sections 10 – 13 of Public Act 230 of 1972 (MCL 125.1501, et seq), as amended, which
makes provisions for building permits, application forms, fees, contents, filing, additional
permits, ordinary repairs, examination and approval of applications, issuance, changes in
plans, commencement of construction, compliance with applications, suspensions,
revocations, cancellations, inspections, time, notice of violations, stop orders, injunctions,
certificates, and notices are adopted and incorporated by reference as if fully set forth
herein and shall be applicable and enforceable in the City.

(c) Complete printed copies of the Michigan Building Code, Michigan Plumbing Code,
Michigan Mechanical Code, and Michigan Electrical Code shall be available for public
examination at the City’s Community Development Department.
Sec. 26-2. – Administration and Enforcement.

(a) Responsibility Assumed. The City assumes responsibility for the administration and enforcement of the State Construction Code, adopted in this Article, in the City.

(b) Enforcing Agency. The City’s Community Development Department and Building Official (a/k/a Code Official) are designated as the enforcing agency to discharge the responsibilities of the City under the State Construction Code.

(c) The Community Development Department Director and the Building Official, and their authorized representatives, including, but not by way of limitation, the City’s code inspectors and ordinance enforcement officers, are authorized to enforce this Article and to issue municipal civil infraction violation notices and citations for violations.

(d) The City may decline to issue new permits to any licensed contractor or representative of a contractor who has failed to correct violations in connection with any outstanding permit(s) or who is in default to the City regarding any outstanding invoice or account.

ARTICLE II. – BUILDING CODE


Any person affected by a decision of the code official or a notice or order issued under this building code shall have the right to appeal to the building code board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Sec. 26-67. - Power to interpret code.

The building code board of appeals shall have the power to interpret the provisions of this code upon application in writing by the owner or lessee or their duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, so that the spirit of the code shall be observed, public health, safety and welfare secured and substantial justice done. The particulars of such interpretation when granted or allowed and any decision of the building code board of appeals shall be entered upon the records and a signed copy be furnished to the applicant.

Sec. 26-68. - Membership; terms; qualifications.

(a) The building code board of appeals shall consist of five members appointed by the mayor, with advice and consent of council, as follows: one for five years, one for four years, one for three years, one for two years and one for one year. Thereafter, each new member shall serve for five years or until a successor has been appointed.

(b) The building code board of appeals shall consist of five individuals, one from each of the following professions or disciplines:
(1) A registered design professional who is a registered architect; or a builder or superintendent of building construction with at least ten years experience, five of which shall have been in responsible charge of work.

(2) A registered design professional with structural engineering or architectural experience.

(3) A registered design professional with mechanical or plumbing engineering experience; or a mechanical or plumbing contractor with at least ten years experience, five of which shall have been in responsible charge of work.

(4) A registered design professional with electrical engineering experience; or an electrical contractor with at least ten years experience, five of which shall have been in responsible charge of work.

(5) A registered design professional with fire protection engineering experience; or a fire protection contractor with at least ten years experience, five of which shall have been in responsible charge of work.

Sec. 26-69. - Alternates; officers; disqualifications; compensation.

(a) The mayor, with the advice and consent of the council, shall appoint two alternate members who shall be called by the building code board of appeals chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the same qualifications required for building code board of appeals membership, by any one of the above and shall be appointed for five years or until a successor has been appointed.

(b) The building code board of appeals shall annually select one of its members to serve as chairman.

(c) A member shall not hear an appeal in which that member has any personal, professional or financial interest.

(d) A qualified person shall be designated to serve as secretary to the building code board of appeals. The secretary shall file a detailed record of all proceedings in the office of the city manager.

(e) Compensation of members shall be determined by a resolution of the council in conformity with state law.

Sec. 26-70. - Meetings and hearings.

(a) Notice of meeting. The building code board of appeals shall meet upon notice from the chairman, within ten days of the filing of an appeal, or at stated periodic meetings.

(b) Open hearing meeting. All meetings and hearings before the building code board of appeals shall be open to the public. The appellant, the appellant's representative, the code official, and any person whose interests are affected shall be given an opportunity to be heard.
(1) **Procedure.** The building code board of appeals shall adopt and make available to the public through the secretary, procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information be received.

(2) **Postponed hearing.** When five members are not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

(3) **Board decision.** The building code board of appeals shall modify or reverse the decision of the code official by a concurring vote of three members.

(4) **Resolution.** The decision of the building code board of appeals shall be by resolution. Certified copies shall be furnished to the appellant and to the code official.

(5) **Administration.** The code official shall take immediate action in accordance with the decision of the building code board of appeals.

c) **Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

**ARTICLE IV. - ELECTRICAL CODE**

**Sec. 26-276. - Adoption of 2012 International Property Maintenance Code.**

The city hereby adopts by reference the 2012 International Property Maintenance Code for the control of buildings and structures as provided in this article.

**Sec. 26-277. - Code on file.**

Copies of the International Property Maintenance Code are on file and available for public inspection at the building department.

**Sec. 26-278. - Building code board of appeals.**

The building code board of appeals is hereby constituted as the property maintenance board of appeals.

**Sec. 26-279. - Blanks in code to be filled in.**

The following blanks in the 2012 International Property Maintenance Code shall be filled in as follows:

(1) The words “the City of Berkley, Michigan” shall be inserted into Section 101.1.

(2) The words “the City of Berkley's Fee Schedule” shall be inserted into Section 103.5.

(3) The words “0” and “500” shall be inserted into Section 112.4.
(4) The words “8 inches” shall be inserted into Section 302.4.

(5) The dates of “April 1 to December 1” shall be inserted in Section 304.14 of such code.

(6) The dates of “October 1 to May 15” shall be inserted in Section 602.3 of such code.

(7) The dates of “October 1 to May 15” shall be inserted in Section 602.4 of such code.

ARTICLE IV. – MICHIGAN REHABILITATION CODE

Sec. 26-290. - Adoption of Michigan Rehabilitation Code

The International Existing Building Code, 2015 edition, including appendix A and resource A, hereinafter referred to as “the code” is adopted by reference, as provided in MCL 24.232, as the “Michigan rehabilitation code for existing buildings” with the exceptions of sections 104.8, 108.2 to 108.6, 114.3, 705.1.1 to 705.2, 806.2, and Appendix A.

Sec. 26-291. – Code on file.

Complete printed copies of the Michigan Rehabilitation Code are on file in the building department.

Sec. 26-292. – Building Code board of appeals.

The building code board of appeals is hereby constituted as the rehabilitation code board of appeals.

ARTICLE XV. - FLOOD PLAIN MANAGEMENT

Sec. 26-311. - Adoption of National Flood Insurance Program.

Pursuant to the provisions of section 1361 of the National Flood Insurance Act of 1968, as amended, the city shall adopt management criteria for areas not designated as special flood hazard areas.

Sec. 26-312. - Permits required.

The city shall require permits for all proposed construction or other development in the city, including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within floodprone areas.

Sec. 26-313. - Other approvals required.

Proposed development shall be reviewed to assure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

Sec. 26-314. - Review of permit applications.
The city shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a floodprone area, all new construction and substantial improvements shall be:

1. Designed or modified and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. Constructed with materials resistant to flood damage;
3. Constructed by methods and practices that minimize flood damages; and
4. Constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

Sec. 26-315. - Review of subdivision proposals.

Review subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed new development is in a floodprone area, any such proposal shall be reviewed to assure that:

1. All such proposals are consistent with the need to minimize flood damage within the floodprone area;
2. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
3. Adequate drainage is provided to reduce exposure to flood hazards.

Sec. 26-316. - Utility design.

Require within floodprone areas new and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and require onsite waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

ARTICLE XI - VACANT AND NEGLECTED PROPERTIES

Sec. 26-321. - Purpose.

The purpose of this article is to help protect the health, safety and welfare of the citizens by preventing blight, protecting property values and neighborhood integrity, avoiding the creation and maintenance of nuisances and ensuring safe and sanitary maintenance of dwellings, commercial and industrial buildings. Due to economic conditions, mortgage fraud, and increased bankruptcies, many homes and buildings have become vacant and unsupervised. This has caused properties to become attractive nuisances for minors and criminal activity. Vacant properties have a negative impact on surrounding properties and neighborhoods. Potential buyers are deterred by the presence of nearby vacant abandoned buildings. There is an increased instance of unsecured
or open doors and windows, broken water pipes, theft of metals and other materials, overgrowth of grass, weeds, shrubs, and bushes, illegal dumping, and rat and vermin activity at vacant structures. Such neglect devalues properties and causes deterioration in neighborhoods and commercial areas. The city also needs to be able to contact owners for fire safety and police reasons.

Sec. 26-322. - Scope.

The provisions of this article shall apply to all existing residential, commercial and industrial structures and all vacant land.

Sec. 26-323. - Definition of vacant property.

A vacant property is defined as a building or structure that is not legally or currently occupied. Evidence of vacancy shall include any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to: overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past-due utility notices and/or disconnected utilities; accumulation of trash, junk and/or debris; boarded-up windows; abandoned vehicles, auto parts or materials; the absence of window coverings such as curtains, blinds and/or shutters; the absence of furnishings and/or personal items consistent with habitation or occupancy; statements by neighbors, passersby, delivery agents, or government employees that the property is vacant.

Sec. 26-324. - Registry of vacant properties.

There is hereby created in the City of Berkley a registry of vacant properties.

Sec. 26-325. - Vacant properties to be registered.

Owners and/or owners' agents of real property are required to register and obtain an inspection on all vacant properties within 90 days of the vacancy.

Sec. 26-326. - Owner's affidavit.

Owners who are required to register their properties pursuant to this article shall submit a copy of a driver's license and an affidavit containing the following information:

1. The name of the owner of the property.

2. A mailing address where mail may be sent that will be acknowledged as received by the owner. If certified mail/return receipt requested is sent to the address and the mail is returned marked "refused" or "unclaimed," or if ordinary mail sent to the address is returned for whatever reason, then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement.

3. The name of the individual responsible for the care and control of the property. Such individual may be the owner, if the owner is an individual, or may be someone other than the owner with whom he/she has contracted.

4. A current address, phone number, fax, and email address (if fax and email addresses are available) where communications may be sent that will be acknowledged as
received by the individual responsible for the care and control of the property. If certified mail/return receipt requested is sent to the address and the mail is returned marked "refused" or "unclaimed," or if ordinary mail sent to the address is returned for whatever reason, then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement.

Sec. 26-327. - Fee.

At the time of registration, the owner shall pay a registration and inspection fee which shall be established by resolution of the city council. In addition, in the case where the owner has failed to register, there shall be assessed the added costs of the city's expenses in having to determine ownership which may include, but are not limited to, title searches. There shall be an additional fee for the filing of any additional or new owner's affidavit.

Sec. 26-328. - Requirement to keep information current.

If at any time the information contained in the affidavit is no longer valid, the property owner has ten days to file a new affidavit containing current information. There shall be no fee to update the current owner's information.

Sec. 26-329. - Inspections required.

(a) Owners of vacant or unoccupied buildings who are required to file an owner's affidavit under this article shall immediately obtain an inspection of the building and property, obtain any necessary permits, make required repairs, and obtain inspections from the city as prescribed in this article to ensure the building is safe, secured, and well-maintained.

(b) The owner or the owner's agent shall demonstrate that the following are sound, operational or properly disconnected:

(1) All water, sewer, electrical, gas, HVAC, plumbing systems;
(2) Exterior finishes and walls;
(3) Concrete surfaces, including parking areas, driveway aprons, service walks, steps, and sidewalks;
(4) Accessory buildings;
(5) Roofing, gutters, structural systems and foundation;
(6) Drainage systems;
(7) Doors and windows; and
(8) Signage.

(c) Single-family residential properties shall be inspected on a one-time basis. Multiple family and nonresidential properties shall be inspected biennially.

Sec. 26-330. - Maintenance and security requirements.
(a) Properties subject to this section shall be kept free of the following:

1. Vermin;
2. Weeds and grass more than eight inches high;
3. Dry brush and dead vegetation;
4. Trash, junk, debris, building materials;
5. Any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state or local law; and
6. Discarded items including, but not limited to, furniture, clothing, large and small appliances, printed material, signage, containers, equipment, construction materials, or any other items that give the appearance that the property is abandoned.

(b) The property shall be maintained free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

(c) All yards shall be landscaped and properly maintained. Landscaping includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark designed and maintained in an appropriate manner. Landscaping does not include weeds, gravel, broken concrete, asphalt, decomposed materials, plastic sheeting, indoor-outdoor carpet or any similar material. Maintenance includes, but is not limited to, regular watering, irrigation, cutting, pruning and mowing of required landscaping and removal of all trimmings.

(d) Pools, spas, and other water features.
   1. Between December 1 and April 1, properties with pools or spas shall comply with the minimum security fencing and barrier requirements of the Michigan building, construction and maintenance codes.
   2. Between April 1 and December 1, properties with pools or spas shall be kept in working order so the water remains clear and free of pollutants and debris or drained and kept dry and free of debris. In either case, properties with pools or spas shall comply with the minimum security fencing and barrier requirements of the Michigan building, construction and maintenance codes.

(e) Properties subject to this section shall be maintained in a secure manner so as not to be accessible to unauthorized persons. Secure manner includes, but is not limited to, the closure and locking of windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a child to access the interior of the property and/or structure(s).

(f) Broken windows shall be repaired or replaced within seven days. Boarding up of open or broken windows is prohibited except as a temporary measure.
If the property is owned by a corporation and/or the beneficiary/trustee/owner is located more than 30 miles away, a local property management company shall be contracted to perform weekly inspections to verify that the requirements of this section, and any other applicable laws, are being met.

The property shall be posted with name and 24-hour contact phone number of the property management company located within 30 miles of the subject property.

(1) For single-family residential properties, the posting shall be 8½” x 11” and shall be of a 16-point Arial font and shall contain along with the name and 24-hour contact number, the words “THIS PROPERTY MANAGED BY” and “TO REPORT PROBLEMS OR CONCERNS, CALL.” The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street. The local property management company shall inspect the property at least on a weekly basis to determine if the property is in compliance with the requirements of this chapter.

(2) For multiple-family or nonresidential properties, the posting shall be 18” x 24” and shall be of a 72-point Arial font and shall contain along with the name and 24-hour contact number, the words “THIS PROPERTY MANAGED BY” and “TO REPORT PROBLEMS OR CONCERNS, CALL.” The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street or secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather resistant materials. The local property management company shall inspect the property at least on a weekly basis to determine if the property is in compliance with the requirements of this chapter.

Sec. 26-331. - Fire damaged property.

If a building is fire damaged, the owner has 90 days from the date of the fire to apply for a permit to start construction or demolition. The building official may grant additional 90-day extensions, provided the owner can demonstrate substantial progress toward completing repairs. Failure to do so will result in the property being deemed vacant and subject to the requirements of this article.

Sec. 26-332. - Recovery of fees.

Any fees required by this article that are not paid or are overdue shall constitute a lien against the property deemed vacant, which costs shall be collected as a special assessment under Chapter 102.

Sec. 26-333. - Violations.

(a) Registration of property under this article is in addition to, and not in lieu of, the requirements of MCL 125.539(i), which allows for demolition of vacant structures, or nuisance abatement by the city.
(b) Violations of this article shall be a municipal civil infraction.

ARTICLE VII – VIOLATIONS

Sec. 26-340, - Municipal Civil Infraction.

Violations of this Chapter shall be municipal civil infractions subject to the civil fine and sanctions assessable under Article IX of Chapter 82 of the City Code.

SECTION 2: Severability Clause

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

SECTION 3: Effective Date

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

SECTION 4: Publication

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

Introduced on the First Reading at the Regular City Council Meeting on Monday, May 4, 2020.
Passed on the Second Reading at a Regular City Council Meeting on Monday, May 18, 2020.

________________________________
Daniel J. Terbrack
Mayor

Attest:

____________________________
Victoria Mitchell
City Clerk
A PROCLAMATION
P-10-20

of the Council of the City of Berkley, Michigan

Declaring the first Friday in June to be National Gun Violence Awareness Day

WHEREAS, Every day, more than 100 Americans are killed by gun violence and on average there are more than 13,000 gun homicides every year, and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries, and

WHEREAS, In Michigan has 1,187 gun deaths every year, with a rate of 11.8 deaths per 100,000 people. Michigan has the 30th highest rate of gun deaths in the US, and

WHEREAS, Protecting public safety in the communities they serve is among a legislator’s highest responsibilities, and

WHEREAS, Support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people that shouldn’t have them, and

WHEREAS, The pandemic facing America has drastically impacted communities and individuals sheltering in place which may result in situations where access to firearms results in increased risk in intimate partner violence gun deaths, suicide by gun and unintentional shootings, and

WHEREAS, In January 2013, Hadiya Pendleton, a teenager who marched in the presidential inaugural parade and was tragically shot and killed just weeks later, should be now celebrating her 23rd birthday, and

WHEREAS, To help honor Hadiya – and the more than 100 Americans whose lives are cut short every day and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 5, 2020, the first Friday in June, as the 6th National Gun Violence Awareness Day, and

WHEREAS, The idea was inspired by a group of Hadiya’s friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life, and

WHEREAS, Anyone can join this campaign by pledging to Wear Orange on June 5th, the first Friday in June in 2020, to help raise awareness about gun violence, and

WHEREAS, By wearing orange on June 5, 2020 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors.

NOW, THEREFORE, COUNCIL OF THE CITY OF BERKLEY HEREBY PROCLAIMS that the first Friday in June, June 5, 2020, is hereby declared to be National Gun Violence Awareness Day in the City of Berkley, and by wearing orange on this day citizens will help to raise awareness about gun violence and honor the lives of gun violence victims and survivors. The City of Berkley further encourages all citizens to support their communities’ efforts and renew their commitment to preventing the tragic effects of gun violence and to honor and value human lives.

Proclaimed this 18th day of May, 2020 at a Regular Meeting of the Berkley City Council.

Daniel J. Terbrack, Mayor

Attest:

Victoria Mitchell, City Clerk
A PROCLAMATION
of the Council of the City of Berkley, Michigan
Proclaiming June 2020 as LGBTQIA+ Pride Month

WHEREAS, The City of Berkley strives to be an exceptional place to live, work, play, learn, grow a business, and raise a family; and

WHEREAS, The City of Berkley accepts and welcomes all people of diverse backgrounds and believes a diverse population leads to a more vibrant community; and

WHEREAS, The City of Berkley supports the rights of every citizen to experience equality and freedom from discrimination; and

WHEREAS, The City of Berkley is dedicated to fostering acceptance of all of its residents and further preventing discrimination, harassment, and bullying based on sexual orientation, gender identity, and the expression of both facets of an individual; and

WHEREAS, While we as a society at-large are slowly embracing new definitions of sexuality and gender we must also acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

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

WHEREAS, The City of Berkley’s Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, and nonbinary identifying (LGBTQIA+) community members are a vital part of our overall community and contribute to making it a stronger one.

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

SECTION 1: That June 2020 shall be recognized as LGBTQIA+ Pride Month in the City of Berkley.

SECTION 2: The City of Berkley urges the citizens, government agencies, public and private institutions, businesses, and schools in the City of Berkley to recommit to increasing our support and recognition of the contributions made by members of the LGBTQIA+ community and to actively promote the principles of equality, liberty, and justice.

Proclaimed this 18th day of May, 2020 at a Regular Meeting of the Berkley City Council.

________________________________________
Daniel J. Terbrack, Mayor

Attest:

________________________________________
Victoria Mitchell, City Clerk
A RESOLUTION

of the Council of the City of Berkley, Michigan

authorizing the Mayor and City Manager to execute an agreement with
the Berkley School District to collect and remit the July 2020 Property Tax Levy

Whereas, on January 6, 2020, the Berkley School District passed a resolution requesting that the City of Berkley collect their July of 2020 tax levy on their behalf and to negotiate terms and conditions of the collection.

Whereas, the City has developed a mutually agreeable procedure for collection and remittance of property taxes levied by the Berkley School District; and

Whereas, this is the same procedure that was utilized for the summer of 2019 collection period; and

Whereas, the Berkley School District has approved the contract as presented in the past; and

Whereas, it is recommended by the Finance Director/Treasurer with the concurrence of the City Manager, that the City continue to utilize the tax collection and remittance procedures outlined in the proposed contract; and

Whereas, upon approval by the City Council the City shall execute the proposed contract and forward the contract on to the School District for their execution.

NOW THEREFORE THE CITY OF BERKLEY RESOLVES:

SECTION 1: The City Council hereby approves the contract to allow the City of Berkley to collect the summer of 2020 property taxes for the Berkley School District.

SECTION 2: The Mayor and City Manager are hereby authorized to execute all documents related to the collection of summer 2020 property taxes for the Berkley School District and that the City Attorney and Finance Director/Treasurer are to also execute the agreement as to form and substance.

Introduced and Passed at a Regular City Council meeting on Monday, May 18, 2020.

____________________
Daniel J. Terbrack, Mayor

Attest:

____________________
Victoria Mitchell, City Clerk
Mr. Daniel Terbrack  
City of Berkley  
3338 Coolidge  
Berkley, MI 48072

Dear Mayor Terbrack:

As in previous years, the Berkley School District wishes to collect summer property taxes for the 2020 levy. Authority to levy summer taxes was established via Board action in 1983 and continues by this action until revoked by the Board of Education. It is the intent to levy summer taxes for the upcoming year to continue a tax collection process that has served the District well for some time. Please accept this communication as a request on behalf of the Berkley School District for the City of Berkley to facilitate the collection and payment of summer taxes for the 2020 levy. The City’s cooperation in this matter greatly assists the school district in efficiently and effectively collecting a material amount of budgeted revenues.

In an effort to coordinate this arrangement for the 2020 levy, attached you will find a proposed agreement between the school district and the City with terms and conditions similar to last year’s contents. Please have the appropriate city official execute this agreement and return a signed copy for District records. Should you have any questions or concerns on this matter, please contact me at Lawrence.gallagher@berkleyschools.org or (248)837-8029.

This communication is necessary to comply with relevant legal requirements. You should be aware that, according to law, if the parties are unable to reach agreement within 30 days of the date of this letter, other collection measures would have to be negotiated with the County Treasurer. Thank you for your cooperation and attention to this matter.

Sincerely,

Lawrence J. Gallagher

Lawrence J. Gallagher  
Deputy Superintendent  
Finance, Facilities and Operations

C:  Dennis McDavid, Superintendent  
    Mark Pollock, Finance Director  
    Laurie Fielder, Accountant
Berkley School District
Berkley, Michigan

Resolution for Summer Tax Collection

At the Organizational Meeting of the Berkley School District Board of Education, Oakland County, Michigan (hereinafter called Board) duly called and held on the 6th day of January, 2020, the Trustees:

Mary Jo Israel, Keith Logsdon, Sheryl Stoddard, Mitchell Moses, Roger Blake,

Ron Justice, Mike Tripp

constituting a quorum, being present, the following Preamble and Resolution were adopted:

WHEREAS, the Board, on January 10, 1983 adopted a Resolution to impose a summer property tax levy throughout the entire school district, which Resolution remains in effect, and

WHEREAS, it is necessary that a suitable collection arrangement be negotiated with the cities of Berkley, Huntington Woods, Oak Park and Royal Oak,

NOW, THEREFORE BE IT RESOLVED that the Board reaffirm its intentions to collect the 2020-21 tax levy in the summer of 2020.

FURTHER, RESOLVED that collection arrangements be negotiated and entered into with each municipality to collect the summer tax levy.

FURTHER, RESOLVED that the President of the Board or the Superintendent of Schools shall forward a copy of this Resolution to the cities of Berkley, Huntington Woods, Oak Park and Royal Oak and request that the local units agree to collect the summer tax levy for the Berkley School District.

FURTHER, RESOLVED that, failing to reach agreement with the local municipalities, alternate means necessary to secure summer tax collection throughout the entire school district as set forth in 1982 Public Act No. 333, as amended, be pursued.

I, Sheryl Stoddard, Secretary of Berkley Board of Education, Oakland County, Michigan, have compared the following Preamble and Resolution with the original thereof as recorded in the Minute Book of said Board and do certify that the same is a correct and true transcript thereof and of the whole of said original Preamble and Resolution which were adopted by said Board at a meeting hereof held on the date specified above.
Given under my hand and seal of the Berkley School District in the County of Oakland in the State of Michigan, this 6th day of January, 2020.

[Signature]
Secretary, Berkley Board of Education
Berkley School District  
Tax Collection Agreement

THIS AGREEMENT made this 24th day of April, 2020 by and between the BERKLEY SCHOOL DISTRICT and the CITY OF BERKLEY.

WHEREAS, 1982 Public Act 333 authorizes a school district to impose and collect a summer property tax levy; and

WHEREAS, in a resolution dated January 10, 1983, the Board of Education of the Berkley School District determined to impose a summer property tax levy throughout the School District, including that portion of the School District situated in the City of Berkley until revoked; and

WHEREAS, the City of Berkley is willing to collect the School District’s 2020 summer tax levy in the City of Berkley upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter expressed, the parties hereto agree as follows:

1. The City of Berkley will collect the 2020 summer property tax levy for the Berkley School District in the City of Berkley at no direct cost to the School District. The school taxes shall, however, be subject to penalties, late payment interest, and collection charges, including a property tax administration fee, pursuant to applicable State laws.

2. The City of Berkley will transfer collected school tax funds to the school district at least ten (10) business days after every 1st and 15th of the month as required by State Statute, Section 43(3)(a) [MCL 211.43(3)(a)] of the General Property Tax Act

Berkley School District  

By: Lawrence J. Gallagher  

Date: April 24, 2020

City of Berkley

By: ___________________________  

Date: ___________________________
RESOLUTION RESCHEDULING PUBLIC HEARING ON PROPOSED VACATION OF PORTION OF PUBLIC ALLEY

WHEREAS, the Berkley City Council has considered vacating, discontinuing and abolishing the following described portion of the public alley located in the City of Berkley and under the jurisdiction and control of the City of Berkley:

REFER TO ATTACHED EXHIBIT OF PART ALLEY VACATION AND PROPORTIONMENT

WHEREAS, at its regular meeting held on April 20, 2020, the Berkley City Council adopted a Resolution declaring its intention to vacate the subject portion of the public alley and scheduling a public hearing to be held on May 18, 2020; and

WHEREAS, difficulty in timely publishing the meeting notice makes it necessary for the City Council to reschedule and re-notice the public hearing.

THEREFORE, IT IS RESOLVED:

1. The City Council has deemed it advisable and declared its intention to vacate, discontinue and abolish the described portion of the public alley, and the City Council hereby reschedules a Public Hearing for July 6, 2020, at 7:00 p.m., at the City of Berkley Municipal Offices, 3338 Coolidge Highway, Berkley, Oakland County, Michigan, for the City Council to hear and consider comments and objections submitted in writing or orally pertaining to the proposed vacation, discontinuance and abolition.

3. The City Clerk is hereby directed to give notice of the public hearing in the time and manner set forth in Section 106-1 of the City of Berkley Code of Ordinances.

Introduced and Passed at a Regular City Council meeting on Monday, May 18, 2020.

Daniel J. Terbrack, Mayor

Attest:

Victoria Mitchell, City Clerk
NOTICE OF PUBLIC HEARING
ON PROPOSED VACATION OF
PART ALLEY VACATION AND PROPORTIONMENT

NOTICE is hereby given that the Berkley City Council will hold a PUBLIC HEARING on Monday, July 6, 2020, at 7:00 p.m., Michigan Time, at the City of Berkley Municipal Offices, 3338 Coolidge Highway, Berkley, Oakland County, Michigan, to consider and determine the advisability of vacating, discontinuing and abolishing the portion of the public alley described as follows:

REFER TO ATTACHED
EXHIBIT OF PART ALLEY VACATION AND PROPORTIONMENT

The Berkley City Council hereby declares it has, by resolution dated April 20, 2020, deemed it advisable and has declared its intention to vacate, discontinue and abolish the above-described street, alley, public ground or part thereof.

The Berkley City Council will provide interested persons an opportunity to be heard, and will consider any objections or comments pertaining to the proposed vacation, discontinuance or abolition of the street, alley, public ground or part thereof described above. If you cannot attend this public hearing, your written comments submitted on or before the public hearing date will be considered.

Victoria Mitchell, City Clerk
City of Berkley

Dated:
Sec. 106-1. - Vacation resolution; hearing; notice.

When the council shall deem it advisable to vacate, discontinue or abolish any street, alley or public ground, or any part thereof, they shall by resolution so declare and in the same resolution shall appoint a time not less than four weeks thereafter when they will meet and hear objections thereto. Notice of such meeting with a copy of such resolution shall be published for not less than four weeks before the time appointed for such meeting in one of the newspapers of the city. Due notice shall be given to all persons to whom real property within 300 feet of the premises is assessed and to the occupants of single-family and two-family dwellings within 300 feet of the premises in question. Such notice shall be delivered personally or by mail addressed to the perspective owners at the address given in the last assessment roll. If the tenant's name is not known, the term "occupant" may be used. Notice shall be given not less than 15 days previous to the hearing. Objections to such proposed action of the council may be filed with the city clerk in writing, and, if any such shall be filed, the street, alley or public ground or any part thereof shall not be vacated or discontinued except by a concurring vote of two-thirds of the council elect.

(Code 1981, § 33-23(2))
May 18, 2020 City Council Meeting

Moved by Councilmember ________________________ and seconded by Councilmember ________________________ to approve the IT Services Amendment in order to waive the G2G fees and authorize the City Manager to sign the Amendment on the City’s behalf.

Ayes:

Nays:

Motion:
Having trouble viewing this email? View it as a Web page.

Dear Oakland County City, Village, Township and Court,

We are all working diligently to manage the effects of COVID-19 and the State of Emergency in Michigan. As part of this effort in Oakland County, County Executive, David Coulter has agreed to waive the Enhanced Access Fees (EAF) related to the I.T. Services Agreement: Exhibit I for Online Payments. The purpose for this action is to encourage citizens and customers to use online payments rather than visiting municipal or court offices to make a payment in-person.

This ‘no-fee’ change is currently planned for the period March 25, 2020 through April 30, 2020. The County, through the County Executive, may extend the time period of this Amendment for no longer than sixty (60) days after April 30, 2020, by providing written notice of the extension prior to April 30, 2020.

In order to provide responsive action, you can opt-in with the instructions below and with the understanding that an amendment to the I.T. Services Agreement will be provided to your agency to take through your normal board approval process over the following weeks when in-person board meetings are permitted at your government agency.

**How Do I Opt-In?**

- If you are interested in opting in, one person with the requisite authority from your government agency will need to email SUPPORT@G2G CLOUD.COM with the following statement:
  - “I <FULL NAME, TITLE> have the requisite authority to approve <AGENCY NAME> to waive the Online Payment fees and Revenue Sharing and agree to take the amendment for board approval.”

**When Is the Deadline to Opt-In?**

- The deadline is Monday, March 23rd at 11:59pm

**What Does This Mean for Revenue Sharing?**

- Agencies that opt-in will not be provided revenue sharing for Online Payments only during the period of time noted above

**Who Should I Contact If I Have Questions?**

- If you should have any questions, please contact the Service Center at servicecenter@oakgov.com or 248-858-8812.
Regards,

Oakland County
G2G Cloud Solutions

- COVIDwaiveFee03182020.pdf

Questions?
Contact Us

STAY CONNECTED:

SUBSCRIBER SERVICES:
Manage Preferences  |  Unsubscribe  |  Help

This service is provided to you by Oakland County, Michigan.

This email was sent to taliav@oakgov.com using GovDelivery Communications Cloud on behalf of: Oakland County, Michigan · 1200 North Telegraph Road · Pontiac, MI 48341 · 1-888-350-0900 · Unsubscribe
AMENDMENT TO AGREEMENT FOR I.T. SERVICES

This Amendment of the I.T. Services Agreement ("Amendment") is made and entered into between the City of Berkley ("Public Body") and the County of Oakland, ("County"), a Michigan Constitutional Corporation, whose address is 1200 N. Telegraph Road, Pontiac, Michigan 48341. Public Body and County shall be collectively referred to as the “Parties” and individually as a “Party.”

The Parties agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their I.T. Services Agreement, ("Agreement"), which was executed on 7/17/2017.

1. The Parties agree to amend the Agreement for the time period starting on March 25, 2020 through April 30, 2020, as follows:

   1.1. All defined words or phrases in the Agreement between the Parties will apply equally throughout this Amendment.
   1.2. Any and all other terms and conditions set forth in the Agreement between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as expressly provided in this Amendment.
   1.3. The County will not collect from or charge an Enhanced Access Fee to any person or entity making a payment through the I.T. Services provided to Public Body in Exhibit I (Online Payments) and/or Exhibit III (Pay Local Taxes) of the Agreement.
   1.4. Public Body is not entitled to and will not receive any portion or sharing of the Enhanced Access Fees for the I.T. Services in Exhibit I (Online Payments) and/or Exhibit III (Pay Local Taxes) of the Agreement.

2. The County, through the County Executive or its designee, may extend the time period of this Amendment for no longer than sixty (60) days after April 30, 2020, by providing written or electronic (including E-mail) notice of the extension.

3. Upon expiration of this Amendment, any and all terms and conditions set forth in the Agreement and the selected Exhibits shall resume and continue in full force and effect.

The undersigned hereby execute this Amendment on behalf of Public Body and County and by doing so legally obligate and bind Public Body and County to the terms and conditions of this Amendment.
IN WITNESS WHEREOF, Matthew Baumgerten, hereby acknowledges that he/she has been authorized by a resolution of the Public Body or a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Amendment on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Amendment.

EXECUTED: _______________________________ DATE:

Matthew Baumgerten, City Manager

WITNESSED: _______________________________ DATE:

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Amendment on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Amendment.

EXECUTED: _______________________________ DATE:

David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _______________________________ DATE:

County Board of Commissioners
AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
City of Berkley

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Berkley, 2395 W Twelve Mile Rd, Berkley, MI 48072 ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

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

1. DEFINITIONS. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.

   1.1. Agreement means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.

   1.2. Claims mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

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

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

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

   1.6. Public Body Employee means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees,

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I.T. SERVICES - INTERLOCAL AGREEMENT
concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons’ successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

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

1.8. **I.T. Services** means the following individual I.T. Services provided by County’s Department of Information Technology, if applicable:

1.8.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.

1.8.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.

1.8.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).

1.8.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.

1.8.5. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard Oakland County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.

1.8.6. **Data Center Use and Services** means providing space for Public Body’s equipment in County’s Data Center and access to electrical power and backup power.

1.8.7. **Remedial Support Services** means the services as defined in Exhibit VI.

1.8.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.

1.8.9. **Internet Service** means access to the Internet from Public Body’s work stations. Access from the Internet to Public Body’s applications, whether at County or at Public Body (hosting), is not included.

1.8.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.

1.8.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics,
and data in Environmental Systems Research Institute, Inc.’s ("ESRI") secure cloud.

1.8.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).

1.8.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.

1.9. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.

1.10. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in Section 2 or added at a later date by a formal amendment to this Agreement:

- Exhibit I: Online Payments
- Exhibit II: Over The Counter Payments
- Exhibit III: Pay Local Taxes
- Exhibit IV: Jury Management System
- Exhibit V: Web Publishing Suite
- Exhibit VI: Remedial Support Services
- Exhibit VII: Data Center Use and Services
- Exhibit VIII: Oaknet Connectivity
- Exhibit IX: Internet Service
- Exhibit X: CLEMIS
- Exhibit XI: ArcGIS Online
- Exhibit XII: Data Sharing
- Exhibit XIII: Pictometry Licensed Products

2. **COUNTY RESPONSIBILITIES.**

2.1. County, through its Department of Information Technology, shall provide the I.T. Services described in Exhibit(s) I, II, III, VIII, IX and X which are attached and incorporated into this Agreement.

2.2. County shall support the I.T. Services as follows:

2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.

2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County’s system will include "bug” fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body’s production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.

2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.

2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.

2.4. **Backup and Disaster Recovery.**

2.4.1. County will perform periodic backups of I.T. Services hosted on County’s computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.

2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County’s computer system.

2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County’s data and County’s compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County’s normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County’s normal business hours may not be responded to until the resumption of County’s normal business hours.

<table>
<thead>
<tr>
<th>Service Center Phone Number</th>
<th>248-858-8812</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Center Email Address</td>
<td><a href="mailto:servicecenter@oakgov.com">servicecenter@oakgov.com</a></td>
</tr>
<tr>
<td>Service Center Website</td>
<td><a href="https://sc.oakgov.com">https://sc.oakgov.com</a></td>
</tr>
</tbody>
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2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body’s Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body’s Points of Contact, and if able to access the requested information. County shall not distribute Public Body’s data to other entities for reasons other than in response to legal process.
2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use polices and similar terms of service, in order to provide I.T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County’s website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County’s computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

3.3. Public Body shall follow County’s I.T. Services requirements as described on County’s website. Public Body shall comply with County’s minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.

3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:

3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.

3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee’s employment or association with Public Body.

3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.

3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.

3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:

3.7.1. Direct coordination and interaction with County staff.

3.7.2. Communication with general public supported by Public Body.
3.7.3. Following County’s procedures to report an application incident.

3.7.4. If required by County, attend training classes provided by County either online or at County’s Information Technology Building in Waterford, Michigan or other suitable location determined by County.

3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.

3.7.6. Requesting security changes and technical support from the Service Center.

3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.

3.7.8. To report a service incident to the Service Center, one of Public Body’s Points of Contact shall provide the following information:
   
   3.7.8.1. Contact Name
   3.7.8.2. Telephone Number
   3.7.8.3. Email Address
   3.7.8.4. Public Body Name
   3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
   3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
   3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.

3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.

3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body’s data.

3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I.T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. DURATION OF INTERLOCAL AGREEMENT.

4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk’s Office to be filed with the Agreement once it is signed by both Parties.

4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.

5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body’s data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.

5.3. County shall provide Public Body with a detailed invoice/explanation of County’s costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurers – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County’s possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County’s offsetting or retaining of such amounts. This paragraph shall not limit Public Body’s legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

5.6. Nothing in this Section shall operate to limit County’s right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this

I.T. SERVICES - INTERLOCAL AGREEMENT
Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. **ASSURANCES.**

6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.

6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. **DISCLAIMER OR WARRANTIES.**

7.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

7.2. County makes no warranty that (i) the I.T. Services will meet Public Body’s requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.

7.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body’s discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

8. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

9. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County’s Director of Information Technology and Public Body’s Agreement Administrator for
possible resolution. County’s Director of Information Technology and Public Body’s Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

10. **TERMINATION OR CANCELLATION OF AGREEMENT.**

10.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

11. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

12. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

14. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

15. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

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

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I.T. SERVICES - INTERLOCAL AGREEMENT
17. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

18. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

19. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

20. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occurs: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

20.2. If Notice is sent to Public Body, it shall be addressed to: DC Michael Crum, City of Berkley, 2395 W Twelve Mile Rd Berkley, MI 48072.

20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

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

22. **ENTIRE AGREEMENT.**

22.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific services described in the attached Exhibits. With regard to those services, this Agreement supersedes all other oral or written agreements between the Parties.
22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
IN WITNESS WHEREOF, Matthew Baumgarten hereby acknowledges that he/she has been authorized by a resolution of the City of Berkley, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: Matthew Baumgarten, City Manager

WITNESSED: Cynthia Chiera

DATE: 7/3/17

AGREEMENT
ADMINISTRATOR: __________________________ DATE: __________
(If Applicable)

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: Michael J. Gingell, Chairperson Oakland County Board of Commissioners

WITNESSED: John Shugrue

DATE: 7-17-17

Oakland County Board of Commissioners
County of Oakland

DATE: 7-17-17
EXHIBIT I
I.T. SERVICES AGREEMENT
ONLINE PAYMENTS

INTRODUCTION

1) County will provide an I.T. Service where the general public can make payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card or electronic check, utilizing the Internet.

2) Public Body will be responsible for placing the URL provided by County onto their website for this service.

3) If requested by Public Body, County will provide a single public web page that will reside on County server(s) and include basic information with links to the I.T. Service for Online Payments. County will not provide content management. County will provide basic design template customization (header and colors) and minimal content (basic contact information). URLs will have a G2Gcloud.com domain name. County has sole discretion as to what may be placed on this one page website.

4) Public Body will include the URL in printed or electronic communications to the general public regarding this service.

5) Public Body shall respond to all questions from the general public regarding payments. County shall refer questions regarding the amount of payment due or owing to Public Body.

6) County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.

7) The general public shall be required to pay County an Enhanced Access Fee to use this I.T. Service. County will use Enhanced Access Fees to recover costs associated with this I.T. Service.

8) The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.

9) The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body’s designated account. The funds for the Enhanced Access Fee will be deposited into an account owned by County.
SUPPORT
The I.T. Service will be supported by County’s Information Technology (I.T.) Department. Public Body will designate two representatives to act as a primary and secondary Points of Contact with County.

SUPPORT SERVICES
Support services to be provided by County will include:

Service Access
Access to the I.T. Service is via an internet browser. The URL for the general public to initiate the Online Payments service will be provided by County.

The URL for Public Body to view activity reports and to perform all administrative functions and for the general public to maintain recurring payments will be provided by County.

SUPPORT PROCEDURES
Points of Contact should use the following procedures to report a service support incident.

SERVICE AND SUPPORT COSTS
There is no cost to Public Body for this service.
SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments, Over The Counter Payments and/or Pay Local Taxes. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court’s Funding Unit or Units. Payments will be made quarterly based on the County’s fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body’s gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County’s costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.

Definitions:

Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user

County’s Cost for Transactional Fees – Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected

Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected

Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected

50% Shared Back with Public Body – Percentage of Total Net Enhanced Access Fees to be shared with your agency.

Fees Shared Back with Public Body – Funds your agency will receive

To illustrate:

$5,000  Gross Enhanced Access Fees Collected

× 35%  County’s Cost for Transactional Fees

- $1750  Transactional Fees Deducted from Gross Enhanced Access Fees

$3250  Net Enhanced Access Fees Remaining

× 50%  50% Shared Back with Public Body

$1625  Fees Shared Back with Public Body
ACCESS TO SERVICE
Public Body will provide access to this I.T. Service for the general public via the URL provided by County on the web site owned by Public Body.

PROVISION AND MAINTENANCE OF DATA
Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSED USE AND ACCESS
County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County’s consent in writing.
EXHIBIT II
I.T. SERVICES AGREEMENT
OVER THE COUNTER PAYMENTS

INTRODUCTION

1. County will provide an I.T. Service where the general public can make Over the Counter Payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card.
2. Public Body shall respond to all questions from the general public regarding payments.
3. County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
4. The general public shall be required to pay County a fee to use this I.T. Service. County will use fees to recover costs associated with this I.T. Service.
5. The fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
6. The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the fee. The payment to Public Body will be deposited in Public Body’s designated account. The fee will be deposited into an account owned by County.

SUPPORT

The I.T. Service will be supported by County’s Information Technology (I.T.) Department. Public Body will designate two representatives to act as primary and secondary Points of Contact with County.

SUPPORT SERVICES

Support services to be provided by County will include:

Service Access

Access to the I.T. Service is via a credit card reader provided by County attached to a computer with a connection to an Internet website run by County.

The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.

SUPPORT PROCEDURES

Points of Contact should use the following procedures to report a service support incident.

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.
SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments, Over The Counter Payments and/or Pay Local Taxes. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court’s Funding Unit or Units. The Court and its Funding Unit or Units are responsible for agreeing upon the final allocation of any fees shared under this plan. Payments will be made quarterly based on the County’s fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body’s gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County’s costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.

Definitions:

Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user

County’s Cost for Transactional Fees – Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected

Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected

Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected

50% Shared Back with Public Body – Percentage of Total Net Enhanced Access Fees to be shared with your agency.

Fees Shared Back with Public Body – Funds your agency will receive

To illustrate:

\[
\begin{align*}
\text{Gross Enhanced Access Fees Collected} &= \$5,000 \\
\times \text{35\%} &= \text{County’s Cost for Transactional Fees} \\
- \$1750 &= \text{Transactional Fees Deducted from Gross Enhanced Access Fees} \\
\$3250 &= \text{Net Enhanced Access Fees Remaining} \\
\times 50\% &= 50\% \text{ Shared Back with Public Body} \\
\$1625 &= \text{Fees Shared Back with Public Body}
\end{align*}
\]
ACCESS TO SERVICE

Public Body will provide access to this I.T. Service for the general public via computer owned by Public Body on the premise of the Public Body. This computer may be operated by Public Body staff or made available directly to the general public.

PROVISION AND MAINTENANCE OF DATA

Public Body must use the same credit card processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County’s consent in writing.
INTRODUCTION

1) County will provide an I.T. service where the general public can pay government taxes by credit card or electronic check via the Internet.
2) County will provide a telephone number where the general public can pay for government taxes by means of a credit card or electronic check.
3) When tax payments are made to Public Body through this I.T. Service, County will post the payment without Public Body entering the data separately.
4) County shall provide a telephone number for the general public to call with questions regarding the payment procedure. County shall refer all questions regarding the amount of payment due to Public Body.
5) County will provide Public Body with access to a password protected web site where Public Body can issue credits as required and can view daily, weekly, and monthly transaction activity of payments.
6) The general public shall be required to pay an Enhanced Access Fee to use this I.T. Service.
7) The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
8) The person making a payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body’s designated account. The Enhanced Access Fee will be deposited into an account owned by County.
9) The Enhanced Access Fee shall belong to County to recover costs associated with this I.T. Service.
PAY LOCAL TAXES EXHIBIT III

SUPPORT

This I.T. Service will be supported by County’s Information Technology Department. Public Body will designate two representatives to act as a primary and secondary Points of Contact with County.

SUPPORT SERVICES

County support service will include:

SERVICE ACCESS

Access to the I.T. Service will be via an internet browser. The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.

The URL to initiate the I.T. Service is:

https://www.PayLocalTaxes.com

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of the Net Enhanced Access Fees collected from Online Payments, Over the Counter Payments and/or Pay Local Taxes. Payments will be made quarterly based on the County’s fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body’s gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County’s costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.
Definitions:

**Gross Enhanced Access Fees Collected** – All fees added to transactions processed for your agency paid by end-user

**County’s Cost for Transactional Fees** – Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected

**Transactional Fees Deducted from Gross Enhanced Access Fees** – Result of applying percentage to Gross Enhanced Access Fees Collected

**Net Enhanced Access Fees Remaining** – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected

**50% Shared Back with Public Body** – Percentage of Total Net Enhanced Access Fees to be shared with your agency.

**Fees Shared Back with Public Body** – Funds your agency will receive

To illustrate:

\[
\begin{align*}
\$5,000 & \text{ Gross Enhanced Access Fees Collected} \\
x35\% & \text{ County’s cost for Transactional Fees} \\
- \$1750 & \text{ Transactional Fees Deducted from Gross Enhanced Access Fees} \\
\$3250 & \text{ Net Enhanced Access Fees Remaining} \\
x50\% & \text{ 50% Shared Back with Public Body} \\
\$1625 & \text{ Fees Shared Back with Public Body}
\end{align*}
\]

**ACCESS TO SERVICE**

Public Body will provide access to this I.T. Service via the URL listed above on the web site owned by Public Body.

**PROVISION AND MAINTENANCE OF DATA**

Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.
PAY LOCAL TAXES EXHIBIT III

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSE

County grants to Public Body a nonexclusive license to use County-developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.
EXHIBIT IX
I.T. SERVICES AGREEMENT
Internet Service

INTRODUCTION

1. County shall provide an I.T. Service enabling Public Body to access Internet service from its facilities and workstations via County’s Internet Service Provider (ISP). County has sole control over the selection and retention of the ISP.

2. County may, in its sole discretion, block any device or network traffic from or to Public Body that has the potential to interfere with the County’s ability to provide access to internet service, any other I.T. Services or County services of any type. County will advise Public Body Points of Contact of changes to ISPs, decisions to block any device or network traffic or other changes that could impact Public Body’s daily operations.

3. County shall only provide outbound access to the Internet, and shall not be obligated to provide any access for Internet devices to Public Body devices or services directly. County shall not provide an Internet routable address to the Public Body for incoming Internet traffic.

4. Public Body shall abide by the Acceptable Use Policy (AUP) of the County’s Internet Service Provider (ISP) or ISP’s and all changes made to the AUP(s) by the ISP(s) used during the term of the Agreement. County will provide the URL to the applicable AUP. Public Body, through its points of contact will review the AUP and oversee compliance with the policy among Public Body employees and agents.

5. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

SUPPORT

The I.T. Service will be supported by County’s Information Technology (I.T.) Department.

SERVICE AND SUPPORT COSTS

County will provide access to Internet Service via its Internet Service provider without fee or cost. If County determines that, in order to maintain access to Internet Service for Public Body, it must charge a fee, County will promptly notify Public Body.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County’s consent in writing.
EXHIBIT VIII
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

1. County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County’s network (OakNet) at Public Body’s facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.

2. County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.

3. County shall provide a single port by which Public Body may connect its internal network to OakNet.

4. County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.

5. County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.

6. To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County’s connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

PUBLIC BODY RESPONSIBILITIES.

1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.

2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.

3. Public Body shall not mount any equipment in the County’s equipment cabinet.

4. Public Body shall be responsible for configuring and maintaining Public Body’s internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.

Page 1 of 2

I.T. SERVICES AGREEMENT-EXHIBIT VIII

BOC Approval: 02/15/2017
5. Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

6. If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.

7. Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.

8. Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

9. Public Body shall designate two representatives to act as a primary and secondary Point of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

**SUPPORT**
The I.T. Service will be supported by County’s Information Technology (I.T.) Department.

**SERVICE SUPPORT COSTS**

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County’s connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

**LICENSED USE AND ACCESS**

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County’s consent in writing.
INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. DEFINITIONS. The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.

1.1. CLEMIS is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.

1.2. CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board) is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.

1.3. CLEMIS Applications are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.

1.4. CLEMIS Consortium is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.

1.5. CLEMIS Division is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.

1.6. CLEMIS Fee is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.

1.7. CLEMIS Member means the Public Body that executes this Exhibit and compiles with this Agreement.
1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.

1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.

1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. **CLEMIS DIVISION RESPONSIBILITIES.**

2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.

2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.

2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.

3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.

3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly.

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Approved by CLEMIS Advisory Committee 07-16-15
to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.

3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.

3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.

3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.

3.9. **Data Update/Expungement/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body’s data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.

3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body’s use of CLEMIS.

3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.

3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alterations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.

3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.

4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**
4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body’s data to Public Body. County will provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.

4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.** County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act (“FOIA”) requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body’s data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County’s response to the FOIA request or court order.

4.3. **Continuous Access to Public Body Data by Third Parties.**

4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body’s data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body’s data.

4.3.2. County shall provide and shall continue to provide access to Public Body’s data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body’s data shall stop. Upon receipt of this notice, County shall promptly stop the third party’s access to Public Body’s data and shall use its best efforts to stop third party access to Public Body’s data on the date requested by Public Body.

4.3.3. In order to effectuate the third party’s continuous access to Public Body’s data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body’s data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.

4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body’s data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.

4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body’s data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.

4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body’s data to a third party, County shall not be responsible for any actions of the third party and the third party’s use of Public Body’s data.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.

5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.

5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.

5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”)

5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.

5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her
designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter “Payment Application”) and/or the CLEMIS Crash Purchase Application (hereinafter “Purchase Application”), then the following terms and conditions apply:

6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.

6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.

6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County’s contractual obligations, and reasonable business standards and practices.

6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.

6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.

6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.

6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of

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Approved by CLEMIS Strategic Planning Committee 07-08-15
Approved by CLEMIS Advisory Committee 07-16-15
Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar ($1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar ($1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.

6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.

6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body’s portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.

6.11. **Obligations and Responsibilities if Public Body is a Court.**

6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.

6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.

6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. **CLEMIS ADVISORY COMMITTEE.**

7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and
counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.

7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.

7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.

7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.

8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or online/remote training. If the training classes are held at County facilities or held in an online/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.

9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

10. **OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.**

10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.

10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body’s data shall not be useable by or accessible to any other CLEMIS Member.
10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body’s data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body’s data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body’s data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body’s obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.
ADDENDUM A

1. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

☑ Tier 1
   ○ 16 or more FTE's  ○ 6 - 15 FTE's  ○ 1 - 5 FTE's

☐ Tier 2
   ○ 16 or more FTE's  ○ 6 - 15 FTE's  ○ 1 - 5 FTE's

☐ Tier 2.5
   ○ 16 or more FTE's  ○ 6 - 15 FTE's  ○ 1 - 5 FTE's

☐ Tier 3
   ○ 16 or more FTE's  ○ 6 - 15 FTE's  ○ 1 - 5 FTE's

☐ Tier 4 Rescinded

☐ Tier 5 Rescinded

☐ Tier 6 (eCLEMIS)
   ○ 19 or more FTE's  ○ 6 - 18 FTE's  ○ 1 - 5 FTE's

☐ Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

☐ Tier 8 Jail Management (outside Oakland County)

☐ Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan (does not contribute any data)

☐ District Court in Oakland County (excluding 52nd District Courts)
   ○ Pays CLEMIS Fee: receives ticket data.
      □ OPT-OUT of CLEMIS Citation Payment Application
   ○ Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

☐ District Court outside Oakland County
   ○ Pays CLEMIS Fee: receives ticket data.
      □ OPT-OUT of CLEMIS Citation Payment Application
   ○ Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

☐ Circuit Court (outside Oakland County - does not contribute any data)

☐ Prosecutor Office (outside Oakland County, does not contribute any data)

☐ FRMS Participant (Fire Records Management System)
II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

☑ Mobile Data Computers ("MDC")
  ☐ WITH County provided wireless  ☐ WITHOUT County provided wireless
  ☐ CAD Only WITHOUT County provided wireless

☑ Livescan
  ☐ WITH printer  ☐ WITHOUT printer

☑ Mugshot
  ☐ Capture Station and Investigative  ☐ Investigative Only

☐ Jail Management
  ☐ CLEMIS Member located in Oakland County
  ☐ CLEMIS Member located outside Oakland County

☐ OakVideo (CLEMIS Member located outside Oakland County)

☐ Crime Mapping Application

Vendor Name: __________________________________________________________
Address: _____________________________________________________________
Contact: ___________________________ Phone: _____________________________
Email: ________________________________

☑ Pawn Application

☑ Fire Records Management System In Oakland County
  ☐ Phase I  ☐ Phase II

☐ Fire Records Management System Outside Oakland County

☐ Fire Department Data Extract (Provide third party vendor information below)
  ☐ In Oakland County  ☐ Outside Oakland County

Vendor Name: __________________________________________________________
Address: _____________________________________________________________
Contact: ___________________________ Phone: _____________________________
Email: ________________________________

☑ CRASH Report Payment Amount: $ 5.00

☑ Enhanced Access Fee Disbursement Instructions
  ☐ Disbursement when Requested  ☐ Disbursement Quarterly

Make Check Payable to:

☐ OPT-OUT of Exhibit V (OakNet Connectivity) OakNet connectivity is not needed
COUNTY: JEFF WERNER
CLEMIS Division Manager

PUBLIC BODY: CITY OF BERKLEY
Title/Name: City Manager, Matthew C. Baumgarten

Signature: __________________________  7/3/17
Date

(to be completed by Public Body)
A RESOLUTION

OF THE CITY COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
ADOPTING THE PROPOSED CITY OF BERKLEY
NON-DISCRIMINATION POLICY

WHEREAS, ensuring the health, safety, and wellbeing of Berkley’s residents and business community is paramount to the City; and

WHEREAS, the City of Berkley strives to protect the community’s wellbeing by being a safe, inclusive, and welcoming community to all; and

WHEREAS, fostering a community which values and encourages diversity, inclusion, and equity, creates an environment which ensures everyone in welcome in the community, and

WHEREAS, the City benefits from being a model of equal opportunity; treating all people equitably and fairly, dispelling prejudices that impede our community members from achieving their highest potential and economic prosperity, and overall knocking down social barriers; and

WHEREAS, there have been policy and program initiatives by the federal, state, and local governments aimed at expanding policies that further requirements that prohibit discrimination based on sexual orientation, general identity, and gender expression in relation to employment, procurement, grants and loans, and the delivery of services; and

WHEREAS, the United States Equal Employment Opportunity Commission states that sex discrimination involves treating someone (an applicant or employee) unfavorably because of that person’s sex. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation, is discrimination because of sex and is a violation of Title VII; and

WHEREAS, in 2014 the United States federal administration enacted Executive Order 13672 to prohibit discrimination and take further steps to promote economy and efficiency in procurement for the federal government by prohibiting discrimination based on sexual orientation and gender identity; and

WHEREAS, in 2018 the Michigan Civil Rights Commission, exercised its constitutional authority to formally determine that discrimination because of “sex”, as used in the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 to 37.2804, includes discrimination based on gender identity and sexual orientation; and

WHEREAS, the Executive Branch of the State of Michigan has enacted Executive Directives No. 2018-7 and 2019-9. Both Executive Directives expand policies regarding equal employment opportunity, grant and loan program policies, and procurement contracting, to include provisions
which prohibit State agencies, contractors, and sub-contractors from discriminating against employees and applicants for employment or service delivery based on sex, sexual orientation, gender identity, or gender expression; and

WHEREAS, at least 400 cities and counties, as of October 2017, prohibit employment discrimination on the basis of sexual orientation and gender identity for public employees; and

WHEREAS, establishing and implementing policies and procedures that encourage non-discrimination and equitable treatment are essential for the fairness and integrity of the City’s practices and procedures; and

WHEREAS, the opportunity exists for the City of Berkley to join federal, state, and fellow local governments to expand its policy requirements that prohibit discrimination based on sexual orientation, gender identity, or gender expression in relation to employment, contracting, procurement, and services.

NOW THEREFORE BE IT RESOLVED;

SECTION 1: That the Council of the City of Berkley expand and enact policy requirements that prohibit discrimination based on sexual orientation, gender identity, or gender expression in relation to employment, contracting, procurement, and services.

SECTION 2: That the Council of the City of Berkley hereby approves Attachment A, the proposed “Non-Discrimination Policy” for the City of Berkley.

SECTION 3: That the Council of the City of Berkley hereby requires that all City departments, boards, commissions, employees, or other agencies encompassed within the City government, adhere and comply to the “Non-Discrimination Policy” and requires its inclusion into current and future policies, where applicable.

SECTION 4: That the Council of the City of Berkley hereby requires that all contractors, sub-contractors, persons or entities that contract with or receive funds to provide services to the City of Berkley, adhere and comply to the “Non-Discrimination Policy.”

Introduced and passed at a Regular City Council Meeting on Monday, May 18, 2020.

_________________________________
Daniel J. Terbrack, Mayor

Attest:

_________________________
Victoria Mitchell
City Clerk
This Policy is adopted and approved by the Berkley City Council and applies to employees of all departments as well as all members of boards and commissions and of the City of Berkley.

SECTION I. GENERAL PROVISIONS:

Purpose of Policy: The City of Berkley (hereinafter “City”) assures that no individual or entity shall be subjected to discrimination or harassment on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status, or any other legally protected status under federal and state laws be denied the benefits of, or be otherwise subjected to discrimination, harassment or retaliation for employment, or under any program, activity or service.

Definitions: The following terms are used throughout this policy as defined below:

- City Employee(s) means full and part-time employees of the City, elected and appointed officials.
- Contractor Employees means employees of City contractors who are working on behalf of the City.

Violations: Violations of this Policy may result in disciplinary action, termination of a Contract and/or other remedies provided by law, including dismissal from City employment or City assignment.

SECTION II. EMPLOYMENT:

This policy applies to recruitment, hiring, training, promotion, salary decisions, work environment, as well as other terms and conditions of employment. The City is committed to providing an Equal Employment Opportunity to all individuals, regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person’s ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

All City employees, applicants, and contractual employees are protected from coercion, intimidation, harassment, retaliation or discrimination in performing their duties or exercising their rights under federal and state laws.

Questions or concerns by City employees or Contractor employees regarding treatment under this section of the policy may be directed to the department director, if feasible. However, any complaints may be brought to the direct attention of the City Manager. Such complaints will be investigated promptly in accordance with established procedures as outlined by the appropriate collective bargaining agreement or the City’s Merit System of Human Resource Management. There shall be no retaliation taken against individuals reporting their concerns under this Policy to the City.

All City Employees and contractors Contractor employees are expected to conduct themselves in a manner that will ensure compliance with City policies and promote a work environment free from illegal discrimination or harassment. To abuse the dignity of anyone through racial, sexual, ethnic slurs, or other objectionable remarks or conduct is a violation of City policy this Policy.
SECTION III. CONTRACTING OF CITY SERVICES:

City contracts issued by staff or the City Council, with Contractors for provision of services directly to the public, shall include a requirement that the person or entity, and any subcontractor under the contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person’s ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

This policy applies to contracts for the provision of ongoing services to be provided on behalf of the City. This policy does not apply to contracts for isolated or singular instances of the provision of services when the contractor will not be acting or providing services directly to the public on behalf of the City.

SECTION IV. CITY PROCUREMENT OF GOODS & EQUIPMENT:

This policy does not apply to the contracts for the provision of supplies, materials, equipment, printing, and all other items periodically needed by City departments and agencies. This requirement does not apply to contracts where the City is not able to modify the contractor’s standard terms such as end user and software licenses, technology use agreements and on-line services provided free of charge.

SECTION V. MODIFICATION OF LANGUAGE:

The non-discrimination language of this policy may be temporarily modified subject to the following:

1) Notification of modified language is presented, in a timely manner, to the City Manager
2) Approval by the City Manager or their designee, signifying that the modified non-discrimination language meets the intent of the City’s policy
3) Modified non-discrimination language and City Manager’s approval is included into the contract

SECTION VI. PROVISION OF CITY SERVICES:

All City services, programs, facilities and assistance are available to all individuals and entities without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status, unless a federal or state law mandates contrary action.
A RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
ADOPTING THE UPDATED CITY OF BERKLEY
TITLE VI PLAN

WHEREAS, the City of Berkley strives to protect the community’s wellbeing by being a safe, inclusive, and welcoming community to all; and

WHEREAS, fostering a community which values and encourages diversity, inclusion, and equity, creates an environment which ensures everyone in welcome in the community, and

WHEREAS, the City’s current Title VI Plan guides the administration’s approach to ensuring City services are offered equally to all members of the public, and

WHEREAS, the City’s current Title VI Plan was adopted in 2011 and is due for an update.

NOW THEREFORE BE IT RESOLVED;

SECTION 1: That the Council of the City of Berkley hereby approves Attachment A, the updated “Title VI Plan” for the City of Berkley.

SECTION 2: That the Council of the City of Berkley hereby directs the City Manager and all departments to utilize the Title VI Plan as a tool to support the City of Berkley Non-Discrimination Policy.

Introduced and passed at a Regular City Council Meeting on Monday, May 18, 2020.

_________________________________
Daniel J. Terbrack, Mayor

Attest:

_________________________
Victoria Mitchell
City Clerk
To: Matt Baumgarten, City Manager
From: Mark Pollock, Finance Director
Subject: 2019 CDBG PY Reprogramming
Date: May 14, 2020

The Public Hearing for CDBG Reprogramming will reprogram the 2019 Program Year (PY) ADA Sidewalk money in the amount of $25,790.00 to the ADA door and countertop project at the Public Safety Building. There is currently $23,393.00 programmed from 2018 PY CDBG money for this project.

When this amount is reprogrammed and combined with the 2018 PY CDBG ADA door and countertop project money, this will leave $49,183.00 in total CDBG funds for this project. We are working with our design engineer from HRC to design and coordinate the CDBG project. The plan is to extend the current entrance into the Public Safety Building to the West and create two sets of automatic opening doors and a vestibule for ADA compliance to enter the lobby of the Public Safety Building. We will also have an ADA compliant countertop installed at the Police Clerk’s counter for wheelchair access.

HRC is currently reviewing plan options and will provide an estimate of the cost for this project as soon as possible. The City will supplement the cost beyond the CDBG reimbursement amount.
A RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
APPROVING THE 2020/2021 THROUGH 2026/2027
CAPITAL IMPROVEMENTS PLAN OF THE CITY OF BERKLEY, MICHIGAN

WHEREAS: Michigan Compiled Law (MCL) Section 125.3865 requires that a Planning Commission annually prepare a capital improvements program for the ensuing six (6) years, which program shall show those public structures and improvements, in general order of priority, which in the Commission’s judgment will be needed or desirable and can be undertaken within a six (6) year period; and

WHEREAS: City of Berkley staff has developed a seven (7) year program based upon the requirements of the City of Berkley highlighting those public structures and improvements in general order of priority including time tables and costs; and

WHEREAS: The proposed Capital Improvement Plan amounts to a total of $42,915,300 for fiscal year 2020/2021 through fiscal year 2026/2027 with $4,408,000 of capital improvements being appropriated in 2020/2021 across all City operating funds and component units.

WHEREAS: The Planning Commission recommended the proposed Capital Improvements Plan to the City Council at their April 28, 2020, Planning Commission meeting.

NOW THEREFORE BE IT RESOLVED:

SECTION 1: The Berkley City Council hereby approves the 2020/2021 through 2026/2027 Capital Improvements Plan in the amount of $42,915,300

Introduced and Passed at a regular City Council Meeting on Monday, May 18, 2020.

__________________________
Daniel J. Terbrack, Mayor

Attest:

__________________________
Victoria Mitchell, City Clerk
A RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF BERKLEY
ESTABLISHING A RESIDENTIAL AND COMMERCIAL SERVICE FEE FOR
THE COLLECTION AND DISPOSAL OF SOLID WASTE
EFFECTIVE JULY 1, 2020

WHEREAS, The City of Berkley provides a broad range of residential services in the area of solid waste Collection, recycle and disposal; and

WHEREAS, The City also provides a commercial refuse pick up and invoicing service for eligible City of Berkley commercial merchants; and

WHEREAS: The Southeastern Oakland County Resource Recovery Authority (SOCRRA) is establishing a single stream recycling program; and

WHEREAS, The cost to the City of providing solid waste services has diminished its ability to keep pace with expenses in other areas of city services, and threatens the ability of the city to continue these services which contribute to the quality of life of persons living here.

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

SECTION 1: An annual residential solid waste collection and disposal fee of $61.80 per year, per residential dwelling unit in the City is hereby established.

SECTION 2: The fee herein established shall be collected in quarterly installments of $15.45 which the City Manager be and hereby is, authorized and directed to cause to appear on the water billing of each residence as each is issued. The same penalty shall apply to unpaid balances of the service fee as apply to unpaid water bills.

SECTION 3: The fee shall be collected from all residential dwelling units in the city which receive refuse collection and disposal services through the city and its appointed contractors with the exception of those multiple dwelling unit locations which currently are, or in the future may be billed as commercial accounts.

SECTION 4: For those dwelling units labeled a commercial account or a commercial or industrial business in the City of Berkley who elects to receive solid waste refuse collection and disposal from the City selected rubbish hauler and be billed for said service from the City, the City shall charge the following rates to eligible/requesting commercial and industrial accounts:

<table>
<thead>
<tr>
<th>Type of Container</th>
<th>Monthly Charge for a pickup and disposal:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bi-Weekly</td>
</tr>
<tr>
<td>Trash Bag(s)</td>
<td>Not Available</td>
</tr>
<tr>
<td>Poly-cart Per Cart</td>
<td>Not Available</td>
</tr>
<tr>
<td>2cy Dumpster</td>
<td>$18.43</td>
</tr>
<tr>
<td>4cy Dumpster</td>
<td>$36.85</td>
</tr>
<tr>
<td>6cy Dumpster</td>
<td>Not Available</td>
</tr>
<tr>
<td>8cy Dumpster</td>
<td>Not Available</td>
</tr>
</tbody>
</table>

SECTION 5: The annual residential and commercial solid waste collection and disposal service fees shall take effect July 1, 2020, and shall end June 30, 2021, unless readopted, extended or revised by resolution of the Council.

SECTION 6: If total revenues from fees significantly exceed revenue requirements of the Solid Waste Fund it shall be applied to a future year total fee requirement and the cost to residents and commercial customers reduced accordingly.
Introduced and Passed at the City Council Meeting held on Monday, May 18, 2020.

Attest:

____________________________________
Daniel J. Terbrack, Mayor

Victoria Mitchell, City Clerk
A RESOLUTION
OF THE COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
SETTING THE CHARGES FOR WATER AND SEWER SERVICES
EFFECTIVE JULY 1, 2020

WHEREAS, City Council has determined that, in order to provide safe, adequate water to the users of the system, and to assure safe transportation and treatment of sewage discharged into the system by all users of the system, the system must receive sufficient total annual revenue to ensure the proper operation and maintenance of the system, the development and perpetuation of the system, and the preservation of the financial integrity of the system. The city council has also determined that the system shall be self-sustaining, supported solely by the revenues of the system and not dependent upon the property tax payers of the city. To meet those ends, City Council shall fix the rates and charges to be imposed on all users of each component of the system in accordance with the principles and standards set forth in the Berkley City Code; and

WHEREAS, the purpose of water and sewer rates is to produce sufficient revenues each year to pay the costs of water and sewer service utilized by the rate payers of the city. The city council has found that annual revenues and expenditures of the system can fluctuate substantially from year to year. City council has determined that, in order to provide adequate, but not excessive, annual adjustments in revenue levels in a timely manner, the city shall develop the estimated costs of service and shall base rates each year on those estimated costs; and

WHEREAS, City Council has received a cost of service study commissioned for the purpose to establish or confirm the current and future cost of providing water, sanitary sewer, and storm water disposal based upon guidelines consistent with the tests for distinguishing a fee from a tax prescribed by the decision in Bolt v City of Lansing; and

WHEREAS, City Council wishes to revise current water rates both to continue to provide sufficient revenue for the water fund and to meet the guidelines prescribed in the Bolt v City of Lansing, decision in a manner consistent with the recommendations of the cost of service study; and

WHEREAS, Charges established pursuant to Sections 126-18, 19, 68, and 70 of the Berkley City Code have been addressed in other resolutions adopted by City Council.

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

Section 1.00: That pursuant to the Berkley City Code, the City Council does hereby determine that the following rate schedule for water and sewer service shall be in effect for all bills due and payable on or after July 1, 2020.

1.10: CONSUMPTION CHARGE:

<table>
<thead>
<tr>
<th>Per 100 Cubic Feet</th>
<th>Water Service</th>
<th>Sewer Service</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$4.15</td>
<td>$4.60</td>
<td>$8.75</td>
</tr>
</tbody>
</table>

1.20: READY TO SERVE FIXED CHARGE:

<table>
<thead>
<tr>
<th>Per Meter, Per Quarter</th>
<th>Water Service</th>
<th>Sewer Service</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.75”</td>
<td>$11.89</td>
<td>$11.41</td>
<td>$23.30</td>
</tr>
<tr>
<td>1.00”</td>
<td>$19.85</td>
<td>$19.05</td>
<td>$38.90</td>
</tr>
<tr>
<td>1.50”</td>
<td>$39.61</td>
<td>$38.05</td>
<td>$77.66</td>
</tr>
<tr>
<td>2.00”</td>
<td>$63.37</td>
<td>$60.88</td>
<td>$124.25</td>
</tr>
<tr>
<td>3.00”</td>
<td>$138.62</td>
<td>$133.19</td>
<td>$271.81</td>
</tr>
<tr>
<td>4.00”</td>
<td>$230.71</td>
<td>$221.68</td>
<td>$452.39</td>
</tr>
</tbody>
</table>
1.30: STORM WATER SERVICE FIXED CHARGE:

| Per Equivalent Residential Unit, Per Quarter | $69.39 |

Section 2.00: As required by the Great Lakes Water Authority, a high strength surcharge shall be levied against industrial and commercial customers of the Berkley sewer system who contribute sewage to the system with concentrations of pollutants in excess of the levels, and for rates, as described as follows:

<table>
<thead>
<tr>
<th>Pollutant Source</th>
<th>Maximum Allowable Pollutant Concentration (mg/L)</th>
<th>Surcharge Per Pound of Excess Pollutant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biochemical Oxygen Demand</td>
<td>275</td>
<td>$0.502</td>
</tr>
<tr>
<td>Total Suspended Solids</td>
<td>350</td>
<td>$0.510</td>
</tr>
<tr>
<td>Phosphorous</td>
<td>12</td>
<td>$7.519</td>
</tr>
<tr>
<td>Fats, Oils, and Grease</td>
<td>100</td>
<td>$0.484</td>
</tr>
</tbody>
</table>

2.10: It is assumed that normal domestic customers do not contribute sewage with concentrations of pollutants exceeding the levels specified in Section 2.0 above, therefore, the high strength surcharge will not apply to domestic customers.

2.11: Further, the high strength surcharge will not apply to restaurants pursuant to the order of the U.S. District Court dated July 10, 1981, (C.A. No. 77-71100).

2.13: Amounts due for the high strength surcharge shall be calculated either by the Great Lakes Water Authority or by the Oakland County Drain Commissioner's staff. Customers who believe the charges have been improperly assessed shall bring their objections to the agency performing the calculations.

2.14: When the City is presented with an invoice or similar document by the Oakland County Water Resources Commissioner or the Great Lakes Water Authority for a high strength surcharge for a customer of the Berkley sewage system, the City shall add the amount of the high strength surcharge to that customer's next regular bill for water and sewer services, and it shall be collected in the same manner as the regular charges for water and sewer services.

2.20: As further required by the Great Lakes Water Authority/Oakland County Water Resources Commissioner, a non-residential flow surcharge which shall be added as a flat rate charge to each regular quarterly invoice for water and sewer charges issued by the City to customers that are liable for the charge shall be charged according to the schedule below.

<table>
<thead>
<tr>
<th>Meter Size In Inches</th>
<th>Flat Rate Non-Residential Flow Surcharge Per Regular Water Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.75</td>
<td>$15.54</td>
</tr>
<tr>
<td>1.00</td>
<td>$25.89</td>
</tr>
<tr>
<td>1.50</td>
<td>$56.94</td>
</tr>
<tr>
<td>2.00</td>
<td>$82.80</td>
</tr>
<tr>
<td>3.00</td>
<td>$150.09</td>
</tr>
<tr>
<td>4.00</td>
<td>$207.00</td>
</tr>
</tbody>
</table>

Section 3.00: The rates described herein shall be effective with all bills rendered by the City of Berkley which are due and payable on or after July 1, 2020. Please note that occasionally due to the timing of rate approvals by other bodies, if any of the previous identified rates should need to change prior to 7/1/2020, the Berkley City Council will adopt a new resolution with the corrected rates.

Section 4.00: Whenever an overdue amount is transferred to the City tax roll for collection, an overdue administration fee of $20.00 shall be added to the amount due. The fee shall be waived for property owners who have received a reduction in taxable property value by the Berkley Board of Review for reasons of economic hardship.
Introduced and Passed at a City Council Meeting held on Monday, May 18, 2020.

Daniel J. Terbrack, Mayor

Attest:

Victoria Mitchell, City Clerk
A RESOLUTION
OF THE COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2020 AND ENDING JUNE 30, 2021

Whereas, it is the determination of the Council of the City of Berkley that the annual budget resolution should be enacted pursuant to the provisions of the City Charter, and the Uniform Budget And Accounting Act, (P.A. 2 of 1968 as amended); to budget and appropriate money; and to provide for a levy of the amounts necessary to be raised by taxation for municipal purposes for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Now, Therefore, The City of Berkley Resolves:

Section 1.00 TAX LEVY
Pursuant to Section 9.4 of the Berkley City Charter the tax levy for the fiscal year beginning July 1, 2020 and ending June 30, 2021 shall be composed of the constituent rates, for purposes, and with estimated yields described as follows based upon an aggregate of Taxable Assessed Values of $636,482,900 for the City of Berkley, Michigan or as may be subsequently certified and amended net of tax increment finance capture.

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Rate Per $1,000</th>
<th>Taxable Assessed Value</th>
<th>Estimated Levy</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Operations</td>
<td>5.5873</td>
<td>$3,488,396</td>
<td></td>
</tr>
<tr>
<td>General Operations - Voted</td>
<td>2.6563</td>
<td>$1,658,444</td>
<td></td>
</tr>
<tr>
<td>Public Safety Operations</td>
<td>1.6758</td>
<td>$1,046,275</td>
<td></td>
</tr>
<tr>
<td>Sanitation Operations</td>
<td>1.6758</td>
<td>$1,046,275</td>
<td></td>
</tr>
<tr>
<td>Community Promotion</td>
<td>0.0785</td>
<td>$49,011</td>
<td></td>
</tr>
<tr>
<td>Public Safety Pension</td>
<td>2.5000</td>
<td>$1,560,859</td>
<td></td>
</tr>
<tr>
<td>2006 G.O. Eleven Mile Road Repair</td>
<td>0.4500</td>
<td>$280,955</td>
<td></td>
</tr>
<tr>
<td>2019 Capital Improvement Projects</td>
<td>1.9239</td>
<td>$1,201,175</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$16.5476</strong></td>
<td><strong>$10,331,390</strong></td>
<td></td>
</tr>
</tbody>
</table>

Section 1.10 DOWNTOWN DEVELOPMENT AUTHORITY TAX
Pursuant to Section 12 of Public Act 197 of 1975 and as may have been further amended to date, generally known as the "Downtown Development Authority Act," the Council of the City of Berkley approves a levy of an ad valorem tax of $1.8676 per $1,000 of taxable assessed value on all real and personal property not exempt by law. It is estimated that the taxable value for the City of Berkley Downtown Development Authority will be $32,868,040 or as may be subsequently certified and amended in the downtown district of the Downtown Development Authority of the City of Berkley. The estimated tax levy to be generated is $38,616 for the Downtown Development Authority net of tax increment finance capture.

Section 1.20 PROPERTY TAX ADMINISTRATION FEE
Pursuant to Section 44(7) of the General Property Tax Act, MCL 211.44(7), there is hereby adopted a tax administration fee of 1% on all property taxes collected or returned delinquent by the City of Berkley. The tax administration fee shall be collected and used pursuant to the terms of Section 44 of the act.
Section 1.30 ADOPTION OF BUDGET BY ACTIVITY/DEPARTMENT
The Council of the City of Berkley adopts the 2020-2021 fiscal year budgets for the various funds by Department. City officials responsible for the expenditures authorized in the budget may expend City funds up to, but not to exceed, the total appropriation authorized for each Department.

Section 1.40 GENERAL FUND REVENUE AND APPROPRIATIONS
The total estimated available resources of the General Fund – (101) is identified below, shall be, and hereby are, appropriated for the municipal purposes of the City of Berkley for the fiscal year beginning July 1, 2020 and ending June 30, 2021, according to the recommended budget submitted by the City Manager and approved by City Council pursuant to the City Charter and state law.

**GENERAL FUND – 101**

| Estimated Beginning Fund Balance – 7/1/20: | $4,638,014 |

**Revenue Appropriation:**

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes and Tax Related Sources</td>
<td>$8,145,085</td>
</tr>
<tr>
<td>Licenses and Permits</td>
<td>625,300</td>
</tr>
<tr>
<td>Federal and State Revenue Sources</td>
<td>1,288,336</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>1,059,241</td>
</tr>
<tr>
<td>Fines and Forfeitures</td>
<td>245,500</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>112,700</td>
</tr>
<tr>
<td>Property and Equipment Rental</td>
<td>266,255</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>298,160</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transfers – In</th>
<th>$0</th>
</tr>
</thead>
</table>

**TOTAL REVENUE APPROPRIATION**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,040,577</td>
</tr>
</tbody>
</table>

**Expenditure Appropriation:**

<table>
<thead>
<tr>
<th>Operations and Capital</th>
<th>$12,164,121</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers – Out</td>
<td>324,900</td>
</tr>
</tbody>
</table>

**TOTAL EXPENDITURE APPROPRIATION**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,489,021</td>
</tr>
</tbody>
</table>

Section 2.00 SPECIAL REVENUE FUNDS REVENUES AND APPROPRIATIONS
The total estimated available resources of each of the Special Revenue – (200 and 600 Series) are identified below, shall be, and hereby are, appropriated in accordance with state law for the municipal purposes of the City of Berkley for the fiscal year beginning July 1, 2020 and ending June 30, 2021, according to the recommended budget submitted by the City Manager and approved by City Council pursuant to the City Charter and state law.

**MAJOR STREET FUND – 202**

| Estimated Beginning Fund Balance – 7/1/20: | $1,713,117 |

**Revenue Appropriation:**

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal and State Revenues</td>
<td>$1,087,000</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>31,585</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>18,360</td>
</tr>
</tbody>
</table>

**TOTAL REVENUE APPROPRIATION**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,136,945</td>
</tr>
</tbody>
</table>
### Expenditure Appropriation:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations and Capital</td>
<td>$791,757</td>
</tr>
<tr>
<td>Operating Transfers – Out</td>
<td>$180,000</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURE APPROPRIATION</strong></td>
<td><strong>$971,757</strong></td>
</tr>
</tbody>
</table>

### Section 2.00 SPECIAL REVENUE FUNDS REVENUES AND APPROPRIATIONS – CONTINUED:

#### LOCAL STREET FUND – 203

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Beginning Fund Balance - 7/1/2020</td>
<td>$945,043</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal and State Revenues</td>
<td>$390,500</td>
</tr>
<tr>
<td>Fines and Forfeits</td>
<td>15,000</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>0</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>11,300</td>
</tr>
<tr>
<td>Miscellaneous Revenues</td>
<td>0</td>
</tr>
<tr>
<td>Operating Transfer - In</td>
<td>180,000</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE APPROPRIATION</strong></td>
<td><strong>$596,800</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations and Capital</td>
<td><strong>$913,993</strong></td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURE APPROPRIATION</strong></td>
<td><strong>$913,993</strong></td>
</tr>
</tbody>
</table>

#### SOLID WASTE SERVICES FUND – 226

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Beginning Fund Balance – 7/1/2020</td>
<td><strong>$242,013</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>$1,035,430</td>
</tr>
<tr>
<td>Federal and State Revenues</td>
<td>3,500</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>437,864</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>6,525</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE APPROPRIATION</strong></td>
<td><strong>$1,493,319</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations and Capital</td>
<td><strong>$1,522,442</strong></td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURE APPROPRIATION</strong></td>
<td><strong>$1,522,442</strong></td>
</tr>
</tbody>
</table>
**Section 2.00 SPECIAL REVENUE FUNDS REVENUES AND APPROPRIATIONS – CONTINUED:**

### COMMUNITY DEVELOPMENT BLOCK GRANT FUND – 275

**Estimated Beginning Fund Balance – 7/1/2020:** $0

**Revenue Appropriation:**
- State and Federal Revenue Sources: $35,000
- **TOTAL REVENUE APPROPRIATION:** $35,000

**Expenditure Appropriation:**
- CDBG- Contractual Services: $35,000
- **TOTAL EXPENDITURE APPROPRIATION:** $35,000

### RECREATION REVOLVING FUND – 614

**Estimated Beginning Fund Balance – 7/1/2020:** $300,000

**Revenue Appropriation:**
- Federal and State Grants: $180,000
- Charges for Services: 401,600
- Investment Earnings: 7,446
- Miscellaneous/Contributions/Donations: 0
- Transfers In: 300,000
- **TOTAL REVENUE APPROPRIATION:** $889,046

**Expenditure Appropriation:**
- Operations and Capital: $957,555
- Transfer Out: 0
- **TOTAL EXPENDITURE APPROPRIATION:** $957,555
Section 2.00 SPECIAL REVENUE FUNDS REVENUES AND APPROPRIATIONS – CONTINUED:

**Senior Activities Fund – 615**

| Estimated Beginning Fund Balance – 7/1/2020: | $7,973 |

**Revenue Appropriation:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal and State Grants</td>
<td>$22,880</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>15,000</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>1,632</td>
</tr>
<tr>
<td>Miscellaneous/Contributions/Donations</td>
<td>45,406</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE APPROPRIATION</strong></td>
<td><strong>$84,918</strong></td>
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</tbody>
</table>

**Expenditure Appropriation:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations and Capital</td>
<td>$75,551</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURE APPROPRIATION</strong></td>
<td><strong>$75,551</strong></td>
</tr>
</tbody>
</table>

Section 3.00 DEBT FUND REVENUE AND APPROPRIATIONS

The total estimated available resources of each of the Debt – (300 Series) which are identified below, shall be, and hereby are, appropriated for the municipal purposes of the City of Berkley for the fiscal year beginning July 1, 2020 and ending June 30, 2021 according to the recommended budget submitted by the City Manager and approved by City Council pursuant to the City Charter and state law.

**ELEVEN MILE ROAD STREET BONDS – 311**

| Estimated Beginning Fund Balance – 7/1/2020: | $35,577 |

**Revenue Appropriation:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>$280,800</td>
</tr>
<tr>
<td>Federal and State Revenues</td>
<td>0</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>520</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE APPROPRIATION</strong></td>
<td><strong>$281,520</strong></td>
</tr>
</tbody>
</table>

**Expenditure Appropriation:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service</td>
<td>$306,750</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURE APPROPRIATION</strong></td>
<td><strong>$306,750</strong></td>
</tr>
</tbody>
</table>
Section 4.00 PUBLIC IMPROVEMENT (CAPITAL) FUND REVENUE AND APPROPRIATIONS
The total estimated available resources of each of the Public Improvement (Capital) – (200 and 400 Series) funds which are identified below, shall be, and hereby are, appropriated for the municipal purposes of the City of Berkley for the fiscal year beginning July 1, 2020 and ending June 30, 2021, according to the recommended budget submitted by the City Manager and approved by City Council pursuant to the City Charter and state law.

**DISTRICT COURT 45A - BUILDING FUND – 266**
Estimated Beginning Fund Balance – 7/1/2020: $403,810

<table>
<thead>
<tr>
<th>Revenue Appropriation:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Earnings/Fines and Forfeitures</td>
<td>$7,500</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE APPROPRIATION</strong></td>
<td><strong>$7,500</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure Appropriation:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Charges</td>
<td>$77</td>
</tr>
<tr>
<td>Transfer Out</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURE APPROPRIATION</strong></td>
<td><strong>$77</strong></td>
</tr>
</tbody>
</table>

**CAPITAL IMPROVEMENTS ROADS FUND – 313**
Estimated Beginning Fund Balance – 7/1/2020: $33,700

<table>
<thead>
<tr>
<th>Revenue Appropriation:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>$1,188,700</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>8,300</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE APPROPRIATION</strong></td>
<td><strong>$1,197,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure Appropriation:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay</td>
<td>$1,140,000</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURE APPROPRIATION</strong></td>
<td><strong>$1,140,000</strong></td>
</tr>
</tbody>
</table>

**SIDEWALK FUND – 470**
Estimated Beginning Fund Balance – 7/1/2020: $0

<table>
<thead>
<tr>
<th>Revenue Appropriation:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers - In</td>
<td>$290,000</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE APPROPRIATION</strong></td>
<td><strong>$290,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure Appropriation:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay</td>
<td>$500,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURE APPROPRIATION</strong></td>
<td><strong>$550,000</strong></td>
</tr>
</tbody>
</table>
ENTERPRISE AND INTERNAL SERVICE FUNDS (500 SERIES AND FUND 690)
The total estimated available resources of the enterprise and internal service funds which are identified below, shall be, and hereby are, allocated for expenditure for the municipal purposes of the City of Berkley for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

Section 5.00 - ARENA FUND – 546
Rental/lease contracts for space and services shall be recommended by the Recreation Director and City Manager and approved by City Council on a case by case basis.

<table>
<thead>
<tr>
<th>Arena Fund - 546</th>
</tr>
</thead>
<tbody>
<tr>
<td>Est. Beginning Total Net Position – 7/1/2020: $0</td>
</tr>
</tbody>
</table>

Revenue Appropriation:
- Investment Income: $0
- Property/Equipment Rentals: 0
- Transfers In: 0

TOTAL REVENUE APPROPRIATION: $0

Expenditure Appropriation:
- Operations: $0
- Capital Outlay: 0

TOTAL EXPENDITURE APPROPRIATION: $0

Section 5.10 WATER/SEWER FUND - All Water/Sewer and storm water rates shall be set by a separate City Council resolution in May 2020. The rate increases shall be effective for those billings sent July 1, 2020 and thereafter for the fiscal year.

<table>
<thead>
<tr>
<th>Water/Sewer Fund – 592</th>
</tr>
</thead>
<tbody>
<tr>
<td>Est. Beginning Total Net Position – 7/1/2020: $16,813,554</td>
</tr>
</tbody>
</table>

Revenue Appropriation:
- Charges for Services: $7,744,826
- Federal and State Revenue Sources: 1,920
- Fines and Penalties: 85,833
- Investment Earnings: 29,860
- Equipment Rental: 28,500
- Miscellaneous Revenues: 30,000

TOTAL REVENUE APPROPRIATION: $7,920,939

Expenditure Appropriation:
- Operations and Capital: $9,092,293
- Transfer Out: 0

TOTAL EXPENDITURE APPROPRIATION: $9,092,293
**Section 6.00 - INTERNAL SERVICE FUND:**

**FRINGE BENEFITS FUND – 690**

<table>
<thead>
<tr>
<th>Estimated Beginning Fund Balance – 7/1/2020:</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue Appropriation:</strong></td>
<td></td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>$5,100</td>
</tr>
<tr>
<td>Transfers In</td>
<td>24,900</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE APPROPRIATION</strong></td>
<td>$5,100</td>
</tr>
</tbody>
</table>

| Expenditure Appropriation:                  |    |
| Fringe Benefits                             | $30,000 |
| **TOTAL EXPENDITURE APPROPRIATION**        | $30,000 |

**Section 7.00 PUBLIC SAFETY RETIREMENT SYSTEM**

Pursuant to Section 9(4) of Public Act 345 of 1937 and as may have been further amended to date, generally known as the "Fire Fighters and Police Officers Retirement Act," the Council of the City of Berkley based upon a recommendation from the Public Safety Retirement System Board determines what the necessary expense for investment consulting, advisory, city and outside management services, legal, fiduciary general liability costs and any other costs incurred by the retirement system. These costs shall be borne from the investment income of the retirement system.

The City Council will levy the necessary tax rate to defray the cost of the annual employer pension contribution and eligible health care costs for public safety retirees. Public approval of the pre-headlee tax levy was in 1965. Currently, no employee contribution is contractually required or appropriated in fiscal year 2020/2021.

Property taxes are originally collected and appropriated for in the General Fund. The employer pension contribution only is transferred from the General Fund as an expense within the Public Safety Operations department and is credited in the Public Safety Pension System Fund as revenue to the retirement fund.

**PUBLIC SAFETY PENSION FUND – 732**

<table>
<thead>
<tr>
<th>Estimated Beginning Fund Balance – 7/1/2020:</th>
<th>$19,304,459</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue Appropriation:</strong></td>
<td></td>
</tr>
<tr>
<td>Property Taxes/Employer Contributions</td>
<td>$1,105,000</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>1,250,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>15,000</td>
</tr>
<tr>
<td><strong>REVENUE APPROPRIATION</strong></td>
<td>$2,370,000</td>
</tr>
</tbody>
</table>

| Expenditure Appropriation:                  |             |
| Administration Expenses                     | $37,581     |
| Retiree Pension Payments                    | 1,765,000   |
| Contractual Services                        | 20,000      |
| Money Manager/Investment Consultant         | 133,400     |
| **EXPENDITURE APPROPRIATION**               | $1,955,981  |
Section 8.00 Downtown Development Authority of the City of Berkley
Pursuant to Section 28(1) of Public Act 197 of 1975 and as may have been further amended to date, generally known as the “Downtown Development Authority Act,” the Council of the City of Berkley hereby concurs with the appropriation approved and recommended by the Downtown Development Authority a discretely presented component unit of the City of Berkley as follows for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

DOWNTOWN DEVELOPMENT AUTHORITY FUND – 814

| Estimated Beginning Fund Balance – 7/1/2020: | $191,040 |
| Revenue Appropriation: | |
| Property Taxes and Capture | $317,500 |
| Federal and State Revenue | 14,000 |
| Contributions/Donations | 17,800 |
| Investment Earnings | 3,366 |
| TOTAL REVENUE APPROPRIATION | $352,666 |

| Expenditure Appropriation: | |
| Operations and Capital | $360,972 |
| TOTAL EXPENDITURE APPROPRIATION | $360,972 |

Introduced and Passed at the City Council Meeting held on Monday, May 18, 2020.

Attest:  
Daniel J. Terbrack, Mayor

Victoria Mitchell, City Clerk