

**CITY OF BERKLEY PUBLIC NOTICE  
REGULAR CITY COUNCIL MEETING  
Monday, October 16, 2023  
7:00 P.M. – City Hall  
248-658-3300**

**CALL 39<sup>th</sup> COUNCIL TO ORDER  
APPROVAL OF AGENDA  
MAYOR-LED MOMENT OF REFLECTION  
PLEDGE OF ALLEGIANCE  
PUBLIC COMMENT  
ORDER OF BUSINESS**

**Consent Agenda**

1. **APPROVAL OF THE MINUTES**: Matter of [approving the minutes](#) of the 39<sup>th</sup> Regular City Council meeting on Monday, October 2, 2023.
2. **WARRANT**: Matter of [approving Warrant No. 1391](#).
3. **MOTION NO. M-72-23**: Matter of [approving the Intergovernmental Agreement](#) between the City of Berkley and the City of Huntington Woods for Shared Resources and Services.
4. **MOTION NO. M-73-23**: Matter of [approving the Intergovernmental Agreement](#) between the City of Berkley and the Berkley School District for Shared Resources and Services.
5. **MOTION NO. M-74-23**: Matter of [approving the 2023-2024 Winter Maintenance Agreement](#) between the Road Commission for Oakland County and the City of Berkley. The City will be reimbursed a total of \$12,087.31 which will be paid in two installments, \$6,043.66 due in December 2023 and \$6,043.66 due in March 2024.
6. **PROCLAMATION P-33-23**: Matter of [proclaiming November 2023](#) as Native American Heritage Month.
7. **PROCLAMATION P-34-23**: Matter of [proclaiming November 2023](#) as Men's Health Awareness Month.

**Regular Agenda**

1. **RECOGNITIONS/PRESENTATIONS**: Matter of any recognitions or presentations from the Consent Agenda.
2. **PRESENTATION**: Matter of [receiving a presentation](#) on the 2022-2023 Community Development Department Annual Report.
3. **MOTION NO. M-75-23**: Matter of [approving the proposal](#) from Hubbell, Roth, and Clark in the amount not to exceed \$28,000 for GIS support and technical assistance.
4. **RESOLUTION NO. R-23-23**: Matter of [designating Saturday, December 2, 2023](#) for the Annual Holiday Parade and Tree Lighting Ceremony in Berkley. The approval is conditional upon the submission of required items and documents prior to event dates.
5. **ORDINANCE NO. O-10-23**: Matter of [considering the First Reading](#) of an Ordinance to repeal Section 106-42, Outdoor Seating, in Chapter 106, Streets, Sidewalks and Other Public Places of the City of Berkley Code of Ordinances to remove references to outdoor seating in the City Code as standards have been incorporated into the Zoning Ordinance.
6. **ORDINANCE NO. O-11-23**: Matter of [considering the First Reading](#) of an Ordinance of the City Council of the City of Berkley, Michigan to amend Section 26-2 and add Section 26-3 in Chapter 26, Building and Building Regulations, of the City of Berkley Code of Ordinances to clarify the application of Section 26-2 to the entire Chapter 26, to require fees for inspections, reviews, permits, and certificates and to clarify the application of Sec. 26-337.

7. **CLOSED SESSION:** Matter of considering convening in closed session at the conclusion of the regular meeting to discuss confidential attorney/client privileged communications.

## COMMUNICATIONS

## ADJOURN

Note: The City of Berkley will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon four working days' notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling: Victoria Mitchell, ADA Contact, Berkley City Hall, 3338 Coolidge Highway, Berkley, MI 48072 (1-248-658-3310).

Note: Official minutes of City Council Meetings and supporting documents for Council packets are available for public review in the City Clerk's Office during normal working hours. Anyone wishing to submit correspondence for the meeting may send an email to [clerk@berkleymich.net](mailto:clerk@berkleymich.net) or call 248-658-3310 by 5 p.m. on the day of the meeting.

**THE REGULAR MEETING OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN  
WAS CALLED TO ORDER AT 7:00 PM ON MONDAY, OCTOBER 2, 2023 BY MAYOR DEAN**

**PRESENT:** Councilmember Mike Dooley                      Councilmember Gregory Patterson  
                 Mayor Pro Tem Ross Gavin                      Councilmember Jessica Vilani  
                 Councilmember Dennis Hennen                      Mayor Bridget Dean

**ABSENT:** Councilmember Steve Baker

**OTHER STAFF PRESENT:**

City Manager Matt Baumgarten  
City Attorney John Staran  
City Clerk Victoria Mitchell  
Department of Public Works Director Shawn Young  
DDA Executive Director Mike McGuinness  
Director of Communications Caitlin Flora

**APPROVAL OF AGENDA**

Councilmember Patterson moved to approve the Agenda  
Seconded by Mayor Pro Tem Gavin  
Ayes: Dooley, Gavin, Hennen, Patterson, Vilani, and Dean  
Nays: None  
Absent: Baker  
Motion Approved.

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT**

Caitlin Flora, Director of Communications, introduced herself. She is a resident and looks forward to serving the community in her new role.

**CONSENT AGENDA:**

Councilmember Vilani moved to approve the Consent Agenda  
Seconded by Councilmember Hennen:

**APPROVAL OF THE MINUTES:** Matter of approving the minutes of the 39<sup>th</sup> Regular City Council meeting on Monday, September 18, 2023.

**WARRANT:** Matter of approving Warrant No. 1390.

**PROCLAMATION NO. P-32-23:** Matter of proclaiming October 9, 2023 as Indigenous Peoples Day.

Ayes: Gavin, Hennen, Patterson, Vilani, Dooley, and Dean  
Nays: None  
Absent: Baker  
Motion Approved.

## **REGULAR AGENDA**

**RECOGNITIONS/PRESENTATIONS:** Matter of any recognitions or presentations from the Consent Agenda.

None.

**MOTION NO. M-69-23:** Matter of awarding the contract for the Coolidge Highway Crosswalk Improvement Project to the lowest qualified bidder, Rauhorn Electric, Inc. in the amount of \$126,905.14. In addition, allocate an additional 10% construction contingency (\$12,690.51) and a not-to-exceed Construction Engineering amount of \$14,862.27 for a total not-to-exceed project cost of \$154,457.92. The projected costs of this project will be split with the Berkley Downtown Development Authority covering \$103,486.32 of the cost and the City of Berkley covering the remaining \$50,971.60.

Mayor Pro Tem Gavin moved to approve Motion No. M-69-23

Seconded by Councilmember Dooley

Ayes: Hennen, Patterson, Vilani, Dooley, Gavin, and Dean

Nays: None

Absent: Baker

Motion No. M-69-23 Approved.

Richard Basher, Berkley, asked what the plan is to educate the drivers about the changes being made. He said someone passed him in the parking lane on his way to the meeting; we still have drivers who don't understand what the rules are in the City. He said we're down to one lane and if we make further changes drivers will need to be educated.

City Manager Baumgarten stated that safety has been a continual concern; the new design will come further into the view of drivers as well as activate the rapid flashing beacons. He said the plan is to keep upright signage in place as well. He said the long-term plan is concrete barriers with bump-outs to prevent vehicles from entering the parking lanes; also part of the striping plan is to add perpendicular stripes to the parking areas to make them more visible. He wants all individuals to exercise caution, both drivers and pedestrians.

Councilmember Hennen said this is being paid for from the Major Road Fund and that must be spent on road projects. Department of Public Works Director Shawn Young stated this is all road funding.

City Manager Baumgarten said there is a requirement that comes with the Public Act that requires a certain percentage dedicated to non-motorized pathways which amounts to about 10% over 10 years.

Councilmember Patterson said he looked at the plans and it looks like it improves the safety that was lacking with previous crosswalks and it also includes what we focused on in the Master Plan, making downtown more walkable.

**MOTION NO. M-70-23:** Matter of approving a Downtown Development Authority (DDA) event, "BOO!kley Monster Mash Block Party" on Coolidge between 12 Mile and Catalpa on Saturday, October 28, 2023 from noon to 5 p.m. and authorizing the road closure of Coolidge on that date. Approval is conditional upon the submission of required items and documents prior to the event date.

Councilmember Patterson moved to approve Motion No. M-70-23

Seconded by Councilmember Vilani

Ayes: Patterson, Vilani, Dooley, Gavin, Hennen, and Dean

Nays: None

Absent: Baker

Motion M-70-23 Approved.

**MOTION NO. M-71-23:** Matter of approving the appointment to the Planning Commission.

Councilmember Patterson moved to approve Motion No. M-71-23

Seconded by Councilmember Dooley

Ayes: Vilani, Dooley, Gavin, Hennen, Patterson, and Dean  
Nays: None  
Absent: Baker  
Motion M-71-23 Approved.

## **COMMUNICATIONS**

### **COUNCILMEMBER DOOLEY**

- On September 10<sup>th</sup> the Beautification Committee spent the day cleaning up Friends Park and planting hostas and other things that will grow in the spring. Thanked all of them and said that our volunteers do great things in the city.
- Over the past few months, the Library Board has been going through the bylaws word by word and rewriting them. Thanked Library Director Matt Church and the members of the Library Board for their dedication and hard work.
- The next meeting is on October 18<sup>th</sup> at the Library; come one come all.

### **COUNCILMEMBER VILANI**

- Technology Advisory Committee/ Citizen's Engagement Advisory Committee has not met and has no updates; meetings will resume now that the new Communications Director is in place.
- Get your stretch pants on because Restaurant Weekend is coming back on October 6<sup>th</sup> and 7<sup>th</sup> at participating restaurants in Berkley; more details to come. If you are so inclined please go out and support your local restaurateurs; we have lots of great places in Berkley to dine. She went through different businesses and the specials they will be offering over the weekend.
- Thank you to those who volunteered their homes for the successful Kit Home Tour last weekend; people were able to walk through a unique part of Berkley history.
- Best of Berkley award nominations are due by October 6<sup>th</sup>; winners will be announced at our State of the City held later this month. If you are interested in nominating a person of the year or a business of the year you can head to the Berkley Area Chamber page to submit your nominee.
- Unfortunately, we continue to see hate crimes on the rise. October is Trans Empowerment Month and October 10<sup>th</sup> is National Coming Out Day; said she is so proud of Berkley that we are an inclusive community that takes a stand on Pride. Reminded all of our residents to raise awareness that all of the different people in our diversity are our neighbors, our children, our brothers, our sisters, our friends. He urged everyone to be kind and supportive.

### **MAYOR PRO TEM GAVIN**

- Environmental Advisory Committee (EAC) will next meet on Tuesday, October 17<sup>th</sup> at 6:30 pm on the second floor of the Public Safety building.
- Congratulated Rebekah Randle who was recently named chair as well as Tricia Losey, vice chair. Thanked Mark Richardson for his years of service as the chair of the EAC as well as the Planning Commission. He is a kind; smart man and the City is lucky to have him serve in both roles.
- Parks and Recreation updates: several senior lunches and casino trips are scheduled over the next couple of months. For more information call, stop in the office, or go online to [recreation.berkleymich.org](http://recreation.berkleymich.org). Senior fitness is back on Tuesdays and Fridays at 9:30 am at the Community Center for \$3 per class. Trivia Tuesday is running on October 31<sup>st</sup> and December 5<sup>th</sup>. Fall Fun Bingo is running on September 19<sup>th</sup> and November 14<sup>th</sup>; a lot for seniors to do this fall and early winter season.
- Tale on the Trail event will be held on Thursday, October 19<sup>th</sup> at Bacon Park. Youth and Adult programs are back in the Community Center this fall, check them out online.
- Join us on October 12<sup>th</sup> at 7 pm at the Community Center for the next Parks & Recreation Advisory Board meeting.
- He thanked DDA Executive Director Mike McGuinness for his Halloween spirit and dedication as a public servant.

### **COUNCILMEMBER HENNEN**

- This season's trees are in the process of being planted, when they're finished there will be 250 new trees and everyone who wanted a tree and had room for it will be able to get one, except for in Wiltshire where the road project is ongoing. So far the trees east of Coolidge have been planted and the contractors are still working on those to the west of Coolidge. Tree Board, DPW, and Parks and Rec are currently working on a grant for more trees inside of Oxford Park. The Tree Board will next meet on October 23<sup>rd</sup>.
- The Zoning Board of Appeals had no cases in October.
- The Zoning Ordinance Rewrite Steering Committee is on Tuesday, October 3<sup>rd</sup>, and will be discussing parking and signs.

### **COUNCILMEMBER PATTERSON**

- The Planning Commission met on the 26<sup>th</sup> and had two public hearings: one for a parking lot expansion on Greenfield and one for a multi-family housing project on Coolidge. The Planning Commission will meet next on October 24<sup>th</sup> at 7 pm here in Council chambers.
- This Saturday the American Legion is holding its annual Ribfest. Tickets are available online; proceeds go to the Berkley/Huntington Woods Youth Assistance Program. The ribs are delicious.
- Met today with State Representative Weiss at the Library, which was open to everyone. She spoke about what they are doing at the state level for us here in Berkley; they are back in session and cleaning up some things to get back to business.
- Congratulated the Department of Public Safety on its accreditation. He said that having done that before, he knows it is a ton of work so thank you to all who contributed to that.
- Thanked Mike McGuinness for the décor in Council chambers; it looks spooktacular!

### **CITY MANAGER MATT BAUMGARTEN**

- Fund balance updates: for those that don't know the City has an internal policy that sets a minimum fund balance, essentially an unassigned reserve so should something come up in the future, we have the ability to respond. We try to keep a target balance of 25–35% but we did set a minimum 20% balance for ourselves. Currently, the City is not meeting that standard; according to unaudited numbers, it is sitting at about 12%. He said that does trigger some changes as we try to move that number back to the healthy minimum standard; he read the steps to be taken which is the action plan if the city dips below the minimum standard. Other plans include upcoming cuts that we've been talking to the community about; also re-asking the question we asked in May of this year. It will be a longer-term policy; we are on the way there. We are not in violation of any rule or GASB guideline; this is a standard we have set.

### **CITY ATTORNEY JOHN STARAN**

- Follow up on retail sales of animals: We are working on Part 2 which is a licensing ordinance. We hoped to have it available for this meeting, but some questions and further thoughts caused it to miss the deadline. We plan to have it imminently. Council members will have the chance to review, provide further input, etc. We should have something ready for the Council to consider at the next meeting. He said he'll make sure it gets into Councilmember Hennen's hands as soon as possible in consideration of his upcoming travel plans.

### **MAYOR DEAN**

- Congratulated the Berkley Department of Public Safety for receiving a stamp of approval from the Michigan Law Enforcement Accreditation Commission; this has been a three-year process, there are 108 standards that must be met. Said that we are very proud of our department for not only striving to use best practices, but in hitting the mark. We are the 62<sup>nd</sup> department to receive this accreditation; it is a tremendous accomplishment. She gave a special shout-out to Lt. Hadfield who served as accreditation manager. We're proud of all the men and women across the parking lot and thankful for all they do every day.

- She congratulated her son and bonus daughter on the birth of their first child. She said the parents are doing very well and her heart is full. She is grateful for this blessing.

**ADJOURNMENT:**

Councilmember Patterson moved to adjourn the Regular Meeting at 7:40 p.m.  
Seconded by Councilmember Vilani  
Ayes: Gavin, Hennen, Patterson, Vilani, Dooley, and Dean  
Nays: None  
Absent: Baker  
Motion Approved.

\_\_\_\_\_  
Bridget Dean, Mayor

**ATTEST:**

\_\_\_\_\_  
Victoria Mitchell, City Clerk



CITY OF BERKLEY  
CHECK WARRANT  
#1391  
SEPTEMBER 2023

Check Date	Check #	Payee	Description	Amount
09/14/2023	73276	21ST CENTURY MEDIA - MICHIGAN	ADVERTISING	<b>318.15</b>
09/14/2023	73277	2219 COOLIDGE LLC	BBA22-0233 - PB22-0468	<b>100.00</b>
09/14/2023	73278	AAA INSURANCE	BUILDING BONDS - FIRE DEMOLITION/REHAB	<b>8,427.59</b>
09/14/2023	73279	AIRGAS USA, LLC	VEHICLE SUPPLIES	<b>44.39</b>
09/14/2023	73280	ALLIANCE MOBILE HEALTH	BLOOD DRAWS	<b>312.00</b>
09/14/2023	73281	ALLSHIRE BUILDING LLC	BBB23-0043 - PB23-0196	<b>75.00</b>
09/14/2023	73282	AMAZON CAPITAL SERVICES	PROGRAM SUPPLIES	8.99
			EQUIPMENT SUPPLIES	86.34
			OFFICE EQUIPMENT	112.19
			SUPPLIES	121.98
			RANGE/TRAINING SUPPLIES	169.99
			BUILDING MAINTENANCE	439.18
			VEHICLE SUPPLIES	77.97
			OFFICE SUPPLIES	79.07
			STATIONARY	24.99
				<b>1,120.70</b>
09/14/2023	73283	AMY BESSLER	PART TIME EMPLOYEES	<b>432.00</b>



09/14/2023	73284	ASSOCIATION OF PUBLIC TREASURERS	MEMBERSHIPS	299.00
09/14/2023	73285	AT&T	CONTRACTUAL SERVICES	164.41
09/14/2023	73286	AXON ENTERPRISE, INC.	EQUIPMENT	469.50
09/14/2023	73287	BASIC	CONSULTANT	55.00
09/14/2023	73288	BDS ENVIRONMENTAL	BUILDING MAINTENANCE	950.00
09/14/2023	73289	BELL EQUIPMENT COMPANY	VEHICLE SUPPLIES	4,733.07
09/14/2023	73290	BIG D LOCK CITY	MAINTENANCE SUPPLIES	21.95
09/14/2023	73291	BKJ ASSOCIATES LLC	BD23-0003 - PB23-0065	1,000.00
09/14/2023	73292	BLUE CROSS BLUE SHIELD OF MICHIGAN	ACCRUED HEALTH CARE 07/01-07/31/2023	68,872.55
			ACCRUED HEALTH CARE 08/01-08/31/2023	111,729.08
				<u>180,601.63</u>
09/14/2023	73293	BRIAN ALIMOV	BBE22-0032 - PB22-0453	800.00
			BE22-0008 - PR22-0009	850.00
				<u>1,650.00</u>
09/14/2023	73294	BRILLANT SYSTEMS, LLC	EQUIPMENT	9,412.40
09/14/2023	73295	CARDCONNECT	CONTRACTUAL SERVICES	25.00
09/14/2023	73296	CARLISLE / WORTMAN	BUILDING ESCROW-PLAN REVIEWS	632.50
			PLANNING/ENG REVIEWS	2,000.00
			CONSULTANT	655.00
			CONTRACTUAL SERVICES	9,837.51
				<u>13,125.01</u>
09/14/2023	73297	CENGAGE LEARNING INC. / GALE	BOOKS	30.39
09/14/2023	73298	CINTAS	EQUIPMENT	256.60

09/14/2023	73299	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES	25,251.00
			CONTRACTUAL SERVICES	186.25
			CONCRETE REPAIR	13,650.00
				<b>39,087.25</b>
09/14/2023	73300	CONTRACTORS CONNECTION	VEHICLE SUPPLIES	<b>187.70</b>
09/14/2023	73301	CRFPRO	BBA23-0095 - PB23-0166	<b>100.00</b>
09/14/2023	73302	CUMMINS SALES AND SERVICE	BUILDING MAINTENANCE	<b>279.74</b>
09/14/2023	73303	CYNERGY PRODUCTS	VEHICLE MAINTENANCE	<b>723.44</b>
09/14/2023	73304	D & T HOME IMPROVEMENT, LLC	BBB23-0047 - PB23-0210	<b>75.00</b>
09/14/2023	73305	D G ENERGY COMPANY LLC	LAND IMPROVEMENTS	<b>19,750.00</b>
09/14/2023	73306	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE - DPW	417.03
			VEHICLE SUPPLIES	480.27
				<b>897.30</b>
09/14/2023	73307	DELANG FLUID POWER, INC.	VEHICLE SUPPLIES	<b>1,727.56</b>
09/14/2023	73308	DEMCO SOFTWARE	CONTRACTUAL SERVICES	<b>335.32</b>
09/14/2023	73309	DURST LUMBER CO	MAINTENANCE SUPPLIES	29.99
			RANGE/TRAINING SUPPLIES	33.06
			TOOLS	94.95
			EQUIPMENT	6.99
				<b>164.99</b>
09/14/2023	73310	ERC-LED, LLC	LAND IMPROVEMENTS	<b>4,170.00</b>
09/14/2023	73311	ERIC OSTROWSKI	CONTRACTUAL SERVICES	<b>311.50</b>
09/14/2023	73312	EVA MITCHELL	PART TIME EMPLOYEES	<b>90.00</b>

09/14/2023	73313	FINISHED BASEMENTS PLUS LLC	BBD23-0006 - PB23-0077	<b>500.00</b>
09/14/2023	73314	FISHBECK	STREETSCAPE IMPROVEMENTS	<b>1,600.00</b>
09/14/2023	73315	FISHMAN STEWART PLLC	CITY ATTORNEY	<b>1,131.60</b>
09/14/2023	73316	FRANKS LANDSCAPING & SUPPLIES LLC.	FLOWER BASKET PROGRAM	<b>2,584.17</b>
09/14/2023	73317	GDI SERVICES INC.	CUSTODIAL SERVICES	1,666.45
			CUSTODIAL	1,703.19
			CUSTODIAL SERVICES	261.35
			CUSTODIAL SERVICES	1,245.57
			CUSTODIAL SERVICES	1,252.80
			CUSTODIAL	261.35
				<b>6,390.71</b>
09/14/2023	73318	GORDON FOOD SERVICE INC.	PROGRAM SUPPLIES	112.74
			CONTRACTUAL SERVICES	269.86
				<b>382.60</b>
09/14/2023	73319	GUNNERS METERS & PARTS INC.	EQUIPMENT	<b>42.00</b>
09/14/2023	73320	HADROUT	CONTRACTUAL SERVICES	<b>14,340.00</b>
09/14/2023	73321	HAFELI, STARAN, & CHRIST, P.C.	CITY ATTORNEY	<b>6,965.00</b>
09/14/2023	73322	HIGHLANDER HOMES	BBA22-0109 - PB22-0212	<b>100.00</b>
09/14/2023	73323	HILLAN HOMES INC.	BE21-0013 - PR21-0016	850.00
				<b>1,650.00</b>
09/14/2023	73324	HOME DEPOT CREDIT SERVICES	VEHICLE SUPPLIES	6.98
			TOOLS	599.00
				<b>605.98</b>

09/14/2023	73325	HUBBELL, ROTH & CLARK	ENGINEERING	<b>3,332.89</b>
09/14/2023	73326	HUNT SIGN CO LTD	BSB23-0016 - PS23-0016	50.00
			HISTORIC COMMITTEE	480.00
			EQUIPMENT SUPPLIES	1,110.00
				<b>1,640.00</b>
09/14/2023	73327	HYDROCORP	CROSS CONNECTIONS	<b>1,658.00</b>
09/14/2023	73328	INTEGRATED SUPPLY NETWORK	VEHICLE SUPPLIES	57.65
			TOOLS	489.05
				<b>546.70</b>
09/14/2023	73329	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	14,028.16
			CONTRACTUAL SERVICES	32,732.35
				<b>46,760.51</b>
09/14/2023	73330	JACK DOHENY COMPANIES, INC.	VEHICLE MAINTENANCE	<b>5,318.00</b>
09/14/2023	73331	JADE STRATEGIES, INC.	CONSULTANT	<b>5,000.00</b>
09/14/2023	73332	KANOPY, INC.	DOWNLOADABLE CONTENT	<b>179.35</b>
09/14/2023	73333	KENNETH J. OZANICH	PROFESSIONAL DEVELOPMENT	<b>70.00</b>
09/14/2023	73334	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT MAINTENANCE	<b>13.14</b>
09/14/2023	73335	LAMAURICE H. GARDNER, PSY. D	PUBLIC SAFETY MEDICAL EXPENSES	<b>200.00</b>
09/14/2023	73336	LARRY'S WELDING SUPPLY	VEHICLE SUPPLIES	<b>62.65</b>
09/14/2023	73337	LAURA LUCHTMAN	DDA - EVENTS	<b>400.00</b>
09/14/2023	73338	LERETA, LLC	SUNDRY REVENUE	<b>7,485.24</b>
09/14/2023	73339	LES STANFORD COLLISION OF FERNDALE	VEHICLE MAINTENANCE	<b>1,227.00</b>

09/14/2023	73340	LILLIAN F. DEAN	PROGRAM SUPPLIES-CONTRIBUTIONS - LIBRARY	<b>400.00</b>
09/14/2023	73341	MARK SHANKUS	PROFESSIONAL DEVELOPMENT	<b>33.69</b>
09/14/2023	73342	METRO PUMP SERVICE	FUEL & OIL	<b>430.00</b>
09/14/2023	73343	MICHIGAN MUNICIPAL LEAGUE	MEETINGS & CONFERENCES	<b>345.00</b>
09/14/2023	73344	MICHIGAN MUNICIPAL LEAGUE	MEETINGS & CONFERENCES	<b>360.00</b>
09/14/2023	73345	MICHIGAN MUNICIPAL LEAGUE	MEETINGS & CONFERENCES	<b>345.00</b>
09/14/2023	73346	MICHIGAN MUNICIPAL LEAGUE	MEETINGS & CONFERENCES	<b>345.00</b>
09/14/2023	73347	MICHIGAN MUNICIPAL LEAGUE	MEETINGS & CONFERENCES	<b>410.00</b>
09/14/2023	73348	MICHIGAN MUNICIPAL LEAGUE	MEETINGS & CONFERENCES	<b>345.00</b>
09/14/2023	73349	MICHIGAN MUNICIPAL LEAGUE	MEETINGS & CONFERENCES	<b>345.00</b>
09/14/2023	73350	MICHIGAN PETROLEUM	INVENTORY - FUEL & OIL	121.20
			FUEL & OIL	2,919.05
				<b>3,040.25</b>
09/14/2023	73351	MICHIGAN STATE POLICE	CONTRACTUAL SERVICES	<b>60.00</b>
09/14/2023	73352	MIDWEST TAPE	DOWNLOADABLE CONTENT	<b>424.66</b>
09/14/2023	73353	MISDU	PAYROLL DEDUCTIONS	<b>1,240.69</b>
09/14/2023	73354	MISSION SQUARE RETIREMENT-107930	ICMA 457 W/H	243.64
			401 ICMA DEFERRED	438.54
				<b>682.18</b>
09/14/2023	73355	MISSION SQUARE RETIREMENT-303792	ICMA 457 W/H	<b>3,195.58</b>
09/14/2023	73356	MISSION SQUARE RETIREMENT-706259	ICMA ROTH IRA	<b>110.00</b>

09/14/2023	73357	MOBILE COMMUNICATIONS AMERICA, INC.	VEHICLE MAINTENANCE	<b>609.60</b>
09/14/2023	73358	MUNICIPAL ADVISORY COUNCIL OF MICH.	MEMBERSHIPS AND DUES	<b>100.00</b>
09/14/2023	73359	NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE 457 W/H	<b>6,648.94</b>
09/14/2023	73360	O'REILLY AUTOMOTIVE, INC.	BERKLEY CRUISEFEST EXPENSES	221.97
			FUEL & OIL	455.76
			VEHICLE SUPPLIES	517.34
			VEHICLE MAINTENANCE	18.00
				<b>1,213.07</b>
09/14/2023	73361	OASIS CUSTOM POOLS AND SPAS, INC.	BSP20-0006 - PB20-0342	<b>50.00</b>
09/14/2023	73362	OTIS ELEVATOR	BUILDING MAINTENANCE	<b>100.00</b>
09/14/2023	73363	PET SUPPLIES "PLUS" #5	PROGRAM SUPPLIES	<b>91.16</b>
09/14/2023	73364	PITNEY BOWES GLOBAL FINANCIAL SERV.	OFFICE EQUIPMENT RENTAL	<b>924.72</b>
09/14/2023	73365	PLANTE & MORAN, PLLC	CONTRACTUAL SERVICES - FD	<b>1,431.25</b>
09/14/2023	73366	POMP'S TIRE SERVICE, INC.	VEHICLE MAINTENANCE - DPW	1,271.36
			VEHICLE MAINTENANCE	143.49
				<b>1,414.85</b>
09/14/2023	73367	RAD HATTER MARKETING	ADVERTISING/MARKETING	<b>4,200.00</b>
09/14/2023	73368	RAL LAWN & SHRUB CARE	BUILDING MAINTENANCE	<b>75.00</b>
09/14/2023	73369	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	<b>22,056.05</b>
09/14/2023	73370	ROAD COMMISSION OF OAKLAND CO	EQUIPMENT MAINTENANCE	3,552.49
			EQUIPMENT MAINTENANCE	394.73
				<b>3,947.22</b>
09/14/2023	73371	RODNEY HALAS	PROFESSIONAL DEVELOPMENT	<b>70.00</b>

09/14/2023	73372	ROSE PEST SOLUTIONS	CONTRACTUAL SERVICES	<b>190.00</b>
09/14/2023	73373	ROYAL OAK FORD	VEHICLE MAINTENANCE - DPW	<b>745.93</b>
09/14/2023	73374	S/E OAK. CTY WATER AUTHORITY	BULK WATER	<b>81,477.78</b>
09/14/2023	73375	SCS	PROGRAM SUPPLIES-CONTRIBUTIONS - LIBRARY	<b>100.00</b>
09/14/2023	73376	SHIFMAN FOURNIER	LEGAL SERVICES	<b>1,725.50</b>
09/14/2023	73377	SJR PAVEMENT REPAIR	CONTRACTUAL SERVICES	<b>28,668.50</b>
09/14/2023	73378	SMOLYANOV HOME IMPROVEMENT	BBA23-0112 - PB23-0206	<b>100.00</b>
09/14/2023	73379	SOCRRA	RUBBISH COLLECTION	33,381.88
			TRASH DISPOSAL	22,013.12
				<b>55,395.00</b>
09/14/2023	73380	SOS NOW BUILDING AND CONTRACTING	BBD23-0004 - PB23-0050	<b>500.00</b>
09/14/2023	73381	STAN LISICA	PROFESSIONAL DEVELOPMENT	<b>715.93</b>
09/14/2023	73382	STAPLES	OFFICE SUPPLIES	57.78
			SUPPLIES	898.43
				<b>956.21</b>
09/14/2023	73383	SWANK MOTION PICTURES, INC.	CONTRACTUAL SERVICES	<b>480.00</b>
09/14/2023	73384	T-MOBILE	DOWNLOADABLE CONTENT	<b>229.60</b>
09/14/2023	73385	THE LIBRARY NETWORK	DOWNLOADABLE CONTENT	5,852.90
			BOOKS	3,498.14
			RENTED MATERIALS	223.54
			BOOKS FROM DONATIONS	200.00
			CDBG EXPENSES-PROGRAM YEAR 2022-2023	323.92
				<b>10,098.50</b>
09/14/2023	73386	THE ORIGINAL PRINT SHOPPE	ADVERTISING/MARKETING	<b>825.00</b>

09/14/2023	73387	TRANSUNION RISK AND ALTERNATIVE	MEMBERSHIPS	<b>110.00</b>
09/14/2023	73388	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE SUPPLIES	2,742.50
			VEHICLE	4,494.15
				<b>7,236.65</b>
09/14/2023	73389	U.S. TRUCK DRIVER TRAINING SCHOOL	PROFESSIONAL DEVELOPMENT	<b>250.00</b>
09/14/2023	73390	UNIQUE MANAGEMENT SERVICES, INC.	CONTRACTUAL SERVICES	<b>46.60</b>
09/14/2023	73391	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES	<b>307.84</b>
09/14/2023	73392	VERIZON WIRELESS	TELEPHONE	76.02
			TELEPHONE	38.01
			CONTRACTUAL SERVICES	152.04
				<b>266.07</b>
09/14/2023	73393	VICTOR MOSES HOMES, LLC	BBE21-0023 - PB21-0443	<b>800.00</b>
09/14/2023	73394	WINDSTREAM	TELEPHONE	485.46
			TELEPHONE	69.35
			TELEPHONE	34.68
			TELEPHONE	34.68
			TELEPHONE	69.35
				<b>693.52</b>
09/14/2023	73395	WOW! BUSINESS	CONTRACTUAL SERVICES	<b>806.98</b>
09/18/2023	73396	BLUE CROSS BLUE SHIELD OF MICHIGAN	ACCRUED HEALTH CARE 08/01-08/31/2023	<b>1,019.44</b>
09/18/2023	73397	GALLAGHER BENEFIT SERVICES, INC.	CONSULTANT	<b>575.76</b>
09/28/2023	73398	1-800-HANSONS LLC	BBA23-0043 - PB23-0081	<b>100.00</b>
09/28/2023	73399	4 TECH SIGNS INC.	BSB23-0005 - PS23-0005	<b>50.00</b>
09/28/2023	73400	A & B ALARM SYSTEMS, INC.	BUILDING MAINTENANCE	<b>279.00</b>



09/28/2023	73401	ADN ADMINISTRATORS, INC.	CONSULTANT	<b>1,006.25</b>
09/28/2023	73402	ALIMOFF BUILDING & DEVELOPMENT	BE20-0012 - PR20-0013	<b>850.00</b>
09/28/2023	73403	ALLIANCE MOBILE HEALTH	BLOOD DRAWS	<b>156.00</b>
09/28/2023	73404	AMERICAN PUBLIC WORKS ASSOC.	MEMBERSHIPS	<b>864.00</b>
09/28/2023	73405	AMY BESSLER	PART TIME EMPLOYEES	<b>720.00</b>
09/28/2023	73406	ANTO GLASS BLOCK INC.	BBA23-0107 - PB23-0197	<b>50.00</b>
09/28/2023	73407	ARCHADECK OF SOUTHEAST MICHIGAN	BBA23-0110 - PB23-0203	<b>100.00</b>
09/28/2023	73408	AT-LESS DRAIN CLEANING	BSW23-0026 - PUT23-0112 BBP23-0037 - PUT23-0112	500.00 4,500.00 <b>5,000.00</b>
09/28/2023	73409	ATTITUDE WELLNESS LLC	BT23-0009 - PTU23-0010	<b>100.00</b>
09/28/2023	73410	BELL EQUIPMENT COMPANY	VEHICLE SUPPLIES VEHICLES	1,092.66 264,830.00 <b>265,922.66</b>
09/28/2023	73411	BERKLEY BEAR BOOSTERS	CONTRACTUAL SERVICES	1,555.08
09/28/2023	73412	BERKLEY DAYS ASSOCIATION INC	CONTRACTUAL SERVICES	1,555.08
09/28/2023	73413	BERKLEY HOOPS	CONTRACTUAL SERVICES	2,332.62
09/28/2023	73414	BERKLEY JR. WOMEN'S CLUB	CONTRACTUAL SERVICES	2,332.62
09/28/2023	73415	BERKLEY/HUNT.WDS YOUTH ASSIST	CONTRACTUAL SERVICES	1,555.08
09/28/2023	73416	BIG D LOCK CITY	BUILDING MAINTENANCE EQUIPMENT SUPPLIES	85.00 85.00 <b>170.00</b>

09/28/2023	73417	BILLINGS LAWN EQUIPMENT	VEHICLE SUPPLIES	<b>16.28</b>
09/28/2023	73418	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	11,793.60
			HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	7,938.00
				<b>19,731.60</b>
09/28/2023	73419	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	1,051.32
			HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	2,803.52
				<b>3,854.84</b>
09/28/2023	73420	BRENDEL'S SEPTIC TANK SERVICE, LLC	CONTRACTUAL SERVICES	<b>1,105.00</b>
09/28/2023	73421	BRIAN ALIMOV	BBP22-0060 - PSW22-0191	5,000.00
			BBE21-0005 - PB21-0007	800.00
			BF22-0002 - PB21-0007	1,000.00
				<b>6,800.00</b>
09/28/2023	73422	C & G PUBLISHING, INC.	ADVERTISING/MARKETING	<b>1,030.00</b>
09/28/2023	73423	CAMELOT CLEANERS	PRISONER BOARD	<b>175.55</b>
09/28/2023	73424	CDW GOVERNMENT, INC.	SOFTWARE MAINT AND SUBSCRIPTIONS	25,560.60
			OFFICE EQUIPMENT	922.98
				<b>26,483.58</b>
09/28/2023	73425	CHET'S RENT-ALL	EQUIPMENT SUPPLIES	<b>87.97</b>
09/28/2023	73426	CINTAS	MEDICAL SUPPLIES	<b>161.90</b>
09/28/2023	73427	CINTAS	CUSTODIAL SERVICES	148.45
			CUSTODIAL	148.45
				<b>296.90</b>
09/28/2023	73428	CINTAS	CONTRACTUAL SERVICES	<b>157.84</b>
09/28/2023	73429	CITY OF OAK PARK	CONTRACTUAL SERVICES	<b>1,572.00</b>

09/28/2023	73430	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES	<b>2,500.00</b>
09/28/2023	73431	CORI PEET	PARK RENTALS	<b>105.00</b>
09/28/2023	73432	CORTIS BROTHERS TRUCKING & EXCAVATI	BBP22-0055 - PSW22-0183	<b>5,000.00</b>
09/28/2023	73433	DALE A. CARLSON	PROGRAM SUPPLIES-CONTRIBUTIONS - LIBRARY	<b>200.00</b>
09/28/2023	73434	DEALER AUTO PARTS SALES	VEHICLE SUPPLIES	<b>271.92</b>
09/28/2023	73435	DEMCO	OFFICE SUPPLIES	<b>222.47</b>
09/28/2023	73436	DETROIT SALT COMPANY	PROGRAM SUPPLIES	8,119.02
			PROGRAM SUPPLIES	3,479.59
				<b>11,598.61</b>
09/28/2023	73437	DURST LUMBER CO	MAINTENANCE SUPPLIES	58.47
			SUPPLIES	54.93
			VEHICLE MAINTENANCE	9.18
			VEHICLE SUPPLIES	24.96
				<b>147.54</b>
09/28/2023	73438	EMERGENCY EGRESS LLC	BBA23-0138 - PB23-0255	<b>50.00</b>
09/28/2023	73439	ERIC JONATHON MILLER	BBB23-0051 - PB23-0228	<b>75.00</b>
09/28/2023	73440	ETHAN GURSKI	BBA22-0080 - PB22-0139	<b>100.00</b>
09/28/2023	73441	EVA MITCHELL	PART TIME EMPLOYEES	<b>112.50</b>
09/28/2023	73442	FERGUSON ENTERPRISES LLC #3326	EQUIPMENT	<b>249.80</b>
09/28/2023	73443	FINISHED BASEMENTS PLUS LLC	BBD23-0003 - PB23-0045	<b>500.00</b>
09/28/2023	73444	FIRST SERVE	CONTRACTUAL SERVICES	<b>249.20</b>
09/28/2023	73445	FRIENDS OF BERKLEY PARKS & REC.	CONTRACTUAL SERVICES	<b>774.54</b>

09/28/2023	73446	GIBB SERVICES LLC	BBB23-0042 - PB23-0191	<b>75.00</b>
09/28/2023	73447	GREAT LAKES ASPHALT, PAVING & SEAL	BBA22-0223 - PB22-0441	<b>100.00</b>
09/28/2023	73448	GREAT LAKES PEST CONTROL CO	BUILDING MAINTENANCE	60.00
			BUILDING MAINTENANCE	75.00
			PEST CONTROL	40.00
				<b>175.00</b>
09/28/2023	73449	GREAT LAKES WATER AUTHORITY	NONRESIDENTIAL SURCHARGE	<b>3,235.96</b>
09/28/2023	73450	HART INTERCIVIC	OFFICE EQUIPMENT MAINTENANCE	<b>6,096.00</b>
09/28/2023	73451	HARTWELL CEMENT CO.	CONSTRUCTION - MAJOR STREETS	148,362.66
			LAND IMPROVEMENTS	102,381.64
				<b>250,744.30</b>
09/28/2023	73452	HUBBELL, ROTH & CLARK	EATON/OXFORD PARKING LOT	3,065.16
			BUTTER PROVISIONING CENTER	4,811.11
			MOSES ROSES - 3120 11 MILE	151.89
			SEVEN POINTS-28557 WOODWARD AVE	293.03
			PROJECT ESCROW ENGINEERING-LUME	303.81
			BUILDING ESCROW-ENGINEERING REVIEW	650.00
			HEAT/COOLING	7,567.14
			ENGINEERING	47,031.16
			ENGINEER - ROAD PROJECT	40,734.65
			CONTRACTUAL SERVICES	703.26
			ENGINEER	10,356.31
			ENGINEER	881.06
				<b>116,548.58</b>
09/28/2023	73453	HUNT SIGN CO LTD	PROGRAM SUPPLIES	<b>980.00</b>
09/28/2023	73454	ICCA	CABLE FRANCHISE ADMIN FEE	<b>4,856.84</b>
09/28/2023	73455	INTEGRATED SUPPLY NETWORK	TOOLS	<b>519.59</b>
09/28/2023	73456	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	6,498.01

			CONTRACTUAL SERVICES	2,784.87
				<b>9,282.88</b>
09/28/2023	73457	JAMES CONCEPTS DBA SUPERLAP	BSB23-0020 - PS23-0020	50.00
09/28/2023	73458	JAMES SWIFT CONSTRUCTION	BBA23-0130 - PB23-0241	50.00
09/28/2023	73459	JEFFREY & DAWN BRADLEY	BBB23-0055 - PB23-0256	75.00
09/28/2023	73460	JILL KASLE	BT23-0010 - PTU23-0011	100.00
09/28/2023	73461	JVK CONSTRUCTION	BBA23-0124 - PB23-0231	100.00
09/28/2023	73462	KBJ GROUP LLC	BBA23-0102 - PB23-0182	50.00
09/28/2023	73463	KEIPER MECHANICAL INC	BBP23-0038 - PUT23-0114	5,000.00
09/28/2023	73464	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	583.99
			OFFICE EQUIPMENT RENTAL	44.87
			OFFICE EQUIPMENT RENTAL	243.91
			OFFICE EQUIPMENT RENTAL	44.87
				<b>917.64</b>
09/28/2023	73465	MATTHEW CHURCH	PROGRAM SUPPLIES-CONTRIBUTIONS - LIBRARY	70.00
09/28/2023	73466	MCGRATH ELECTRIC, LLC	CONTRACTUAL SERVICES	925.00
09/28/2023	73467	MCKENNA	INSPECTIONS - BUILDING	20,862.75
			HOUSE INSPECTIONS-RENTALS	3,607.50
			CONTRACTUAL INSPECTIONS	11,376.75
			BUSINESS LICENSE INSPECTION-ALL	2,280.00
			VACANT HOUSING INSPECTION	450.00
				<b>38,577.00</b>
09/28/2023	73468	MERKLE HOME IMPROVEMENT	BBA23-0099 - PB23-0178	100.00
09/28/2023	73469	MISDU	PAYROLL DEDUCTIONS	1,240.69

09/28/2023	73470	MISSION SQUARE RETIREMENT-107930	ICMA 457 W/H 401 ICMA DEFERRED	243.64 438.54 <b>682.18</b>
09/28/2023	73471	MISSION SQUARE RETIREMENT-303792	ICMA 457 W/H	<b>2,992.34</b>
09/28/2023	73472	MISSION SQUARE RETIREMENT-706259	ICMA ROTH IRA	<b>110.00</b>
09/28/2023	73473	NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE 457 W/H	<b>6,710.35</b>
09/28/2023	73474	NCS CONSTRUCTION SERVICES, LLC	BBE21-0017 - PB21-0283	<b>800.00</b>
09/28/2023	73475	NELSON BROTHERS SEWER & PLUMBING	BBP23-0010 - PUT23-0021 BUILDING MAINTENANCE	5,000.00 205.00 <b>5,205.00</b>
09/28/2023	73476	NYE UNIFORM	UNIFORMS-CLEANING & PURCHASES	<b>385.00</b>
09/28/2023	73477	OAKLAND COMMUNITY COLLEGE/CREST	PUBLIC SAFETY FIRE/MEDICAL TRAINING	<b>1,275.00</b>
09/28/2023	73478	OAKLAND COUNTY TREASURER	BULK SEWAGE STORM FLOW	96,015.16 163,485.27 <b>259,500.43</b>
09/28/2023	73479	OAKLAND COUNTY TREASURER	DATA PROCESSING	<b>2,310.08</b>
09/28/2023	73480	OLIVER CONSTRUCTION	BBP22-0063 - PSW22-0195	<b>5,000.00</b>
09/28/2023	73481	P. A. MORRIS COMPANY	SECRETARIAL SERVICES	<b>300.00</b>
09/28/2023	73482	PITNEY BOWES GLOBAL FINANCIAL SERV.	OFFICE EQUIPMENT RENTAL	<b>799.14</b>
09/28/2023	73483	PMS DIVERSIFIED CONSTRUCTION SERV.	BBA23-0106 - PB23-0193 BBB23-0045 - PB23-0201	100.00 75.00 <b>175.00</b>
09/28/2023	73484	PRINTING SYSTEMS	STATIONARY	<b>732.04</b>

09/28/2023	73485	PROGRESSIVE PLUMBING CO	BSW23-0029 - PUT23-0122	<b>500.00</b>
09/28/2023	73486	RAL LAWN & SHRUB CARE	CONTRACTUAL SERVICES	<b>265.00</b>
09/28/2023	73487	REBECCA RIGGS	REIMBURSEMENT FOR LOST/DAMAGED BOOKS	<b>19.95</b>
09/28/2023	73488	REBECCA STOUT	PROGRAM SUPPLIES	<b>113.75</b>
09/28/2023	73489	ROAD COMMISSION OF OAKLAND CO	EQUIPMENT MAINTENANCE	818.50
			EQUIPMENT MAINTENANCE	90.95
				<b>909.45</b>
09/28/2023	73490	ROYAL OAK FORD	VEHICLE MAINTENANCE - DPW	12.19
			VEHICLE MAINTENANCE	145.59
				<b>157.78</b>
09/28/2023	73491	RYAN TURPIN	BERKLEY CRUISEFEST EXPENSES	<b>925.00</b>
09/28/2023	73492	SMOLYANOV HOME IMPROVEMENT	BBA23-0109 - PB23-0202	<b>100.00</b>
09/28/2023	73493	SOCRRA	RUBBISH CARTS/RECYCLE BINS	111.38
			RUBBISH COLLECTION	33,381.88
			TRASH DISPOSAL	16,439.19
				<b>49,932.45</b>
09/28/2023	73494	SPECTRUM PRINTERS, INC.	CONTRACTUAL SERVICES	<b>224.92</b>
09/28/2023	73495	SPRINGLINE EXCAVATING, LLC	CONSTRUCTION - MAJOR STREETS	440,687.54
			CONSTRUCTION - ROAD PROJECT	440,687.54
				<b>881,375.08</b>
09/28/2023	73496	STAGE XVII PRODUCTIONS INC.	TAXES PAYABLE	<b>1,818.19</b>
09/28/2023	73497	STATE WIRE & TERMINAL INC.	VEHICLE SUPPLIES	<b>356.01</b>
09/28/2023	73498	STEVEN GULDI	BS23-0005 - PZC23-0089	<b>200.00</b>
09/28/2023	73499	SUZANNE KINNEN	PROFESSIONAL DEVELOPMENT	<b>46.48</b>

09/28/2023	73500	SYSTEMP CORPORATION	BUILDING MAINTENANCE	<b>625.00</b>
09/28/2023	73501	TED REITHEL	CONTRACTUAL SERVICES	<b>774.54</b>
09/28/2023	73502	THE COUNTY OAKLAND IRISH FEST	BT23-0005 - PTU23-0006	<b>100.00</b>
09/28/2023	73503	THE GLYNN TRUST, THE FOUNDER	BBD18-0009 - PB18-0113	<b>395.00</b>
09/28/2023	73504	THE LIBRARY NETWORK	BOOKS	2,569.65
			RENTED MATERIALS	567.18
			CDBG EXPENSES-PROGRAM YEAR 2022-2023	469.50
				<b>3,606.33</b>
09/28/2023	73505	THE ORIGINAL PRINT SHOPPE	ADVERTISING/MARKETING	<b>352.00</b>
09/28/2023	73506	THE RAPID GROUP, LLC	CONSULTANT	<b>25.00</b>
09/28/2023	73507	THOMAS & JEFFIFER WALSH	BSP23-0001 - PB23-0199	<b>50.00</b>
09/28/2023	73508	TRESNAK CONSTRUCTION	BBA23-0082 - PB23-0142	<b>100.00</b>
09/28/2023	73509	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE SUPPLIES	1,054.97
			VEHICLE	26,901.00
				<b>27,955.97</b>
09/28/2023	73510	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES	62.56
			BUILDING MAINTENANCE	263.53
			MAINTENANCE SUPPLIES	93.45
			MAINTENANCE SUPPLIES	177.04
				<b>596.58</b>
09/28/2023	73511	VERIZON WIRELESS	TELEPHONE	131.26
			TELEPHONE	45.42
			TELEPHONE	80.84
			SOFTWARE MAINT AND SUBSCRIPTIONS	123.75
			TELEPHONE	130.85



			OFFICE EQUIPMENT	99.98
			TELEPHONE	80.84
			TELEPHONE	308.37
			CAR COMPUTERS	60.39
			TELEPHONE	40.42
			TELEPHONE	90.84
			TELEPHONE	45.42
			TELEPHONE	45.42
			CONTRACTUAL SERVICES	45.49
			TELEPHONE	264.35
			CONTRACTUAL SERVICES	184.12
			TELEPHONE	41.03
			TELEPHONE	40.42
			TELEPHONE	271.33
				<u>2,130.54</u>
09/28/2023	73512	VESCO OIL CORPORATION	CONTRACTUAL SERVICES	109.75
09/28/2023	73513	VIGILANTE SECURITY, INC.	BUILDING MAINTENANCE	312.00
09/28/2023	73514	WARREN COUNTY MUNICIPAL CLERKS	PROFESSIONAL DEVELOPMENT	50.00
09/28/2023	73515	WILLIAM J. CURRIER	BBE22-0019 - PB22-0209	800.00
09/28/2023	73516	XEROX CORPORATION	OFFICE EQUIPMENT MAINTENANCE	153.78
09/28/2023	73517	ZEP SALES & SERVICE	VEHICLE SUPPLIES	394.15
09/28/2023	73518	ZEP SALES & SERVICE	VEHICLE SUPPLIES	182.28
		<b>TOTAL - ALL FUNDS</b>	<b>TOTAL OF 243 CHECKS</b>	<b>2,721,905.30</b>

**ACH TRANSACTIONS**

<b>DATE</b>	<b>VENDOR</b>	<b>AMOUNT</b>
9/1/2023	ALERUS	10,267.65
9/5/2023	INTERNAL REVENUE SERVICE	53,222.40
9/5/2023	INTERNAL REVENUE SERVICE	15,826.41
9/5/2023	DTE	481.62
9/5/2023	DTE	114.50
9/5/2023	ALERUS	11,016.57
9/5/2023	CONSUMERS	108.16
9/6/2023	CONSUMERS	120.32
9/6/2023	CONSUMERS	14.48
9/6/2023	CONSUMERS	25.85
9/6/2023	CONSUMERS	128.30
9/6/2023	CONSUMERS	23.56
9/7/2023	DTE	5,750.33
9/7/2023	DTE	253.70
9/7/2023	DTE	14.89
9/7/2023	DTE	63.74
9/7/2023	DTE	219.77
9/7/2023	DTE	75.71
9/7/2023	DTE	24.42
9/7/2023	DTE	768.82
9/7/2023	DTE	55.55
9/7/2023	DTE	120.89
9/7/2023	DTE	1,533.78
9/7/2023	HARTFORD	4,649.96
9/7/2023	HARTFORD	357.75
9/11/2023	CREDIT CARD PAYMENT	27,477.21
9/12/2023	DTE	18,284.70
9/14/2023	UNION DUES	760.00
9/14/2023	UNION DUES	270.00
9/14/2023	UNION DUES	400.00
9/18/2023	INTERNAL REVENUE SERVICE	47,677.26
9/18/2023	DTE	100.20
9/18/2023	DTE	1,655.26
9/20/2023	ALERUS	3,900.27

9/20/2023	ALERUS	1,071.53
9/20/2023	ALERUS	4,317.27
9/20/2023	MERS	102,302.26
9/20/2023	STATE OF MICHIGAN-PAYROLL TAX	3,949.50
9/20/2023	STATE OF MICHIGAN-PAYROLL TAX	30,778.74
9/28/2023	UNION DUES	720.00
9/28/2023	UNION DUES	400.00

**TOTAL ACH PAYMENTS**

**349,303.33**

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.

---

Bridget Dean, Mayor

---

Victoria Mitchell, City Clerk

October 16, 2023 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve the Intergovernmental Agreement between the City of Berkley and the City of Huntington Woods for Shared Resources and Services.

Ayes:

Nays:

Motion:



**CITY OF BERKLEY**  
**DEPARTMENT OF PUBLIC WORKS**  
3238 BACON AVE, BERKLEY, MICHIGAN 48072

## Transmittal Memo

Date: October 4<sup>th</sup>, 2023

To: Matthew Baumgarten, City Manager

CC: Laurie Fielder, Interim Finance Director  
Victoria Mitchell, City Clerk  
Ric Chalmers, Asst. Director of Public Works

From: Shawn Young, Director of Public Works

Subject: Intergovernmental Agreement between City of Berkley & City of Huntington Woods  
Shared Resources & Services

---

In the interest of fiscal responsibility, the City of Berkley and the City of Huntington Woods desire to continue an agreement for shared resources and services. As you know, this collaboration effort was initially formalized in 2013 and the current agreement expires in December 2023. Please note a similar arrangement exists between the City of Berkley and the Berkley School District.

Please find attached an updated agreement for your approval and Council consideration. The term has been reduced from a two (2) year term to a one (1) year term.

While the agreement allows for a variety of collaboration efforts and resources, the primary component will be rock salt for winter maintenance. The City of Berkley provides this commodity to Huntington Woods via the Public Works facility located at 3238 Bacon Avenue. The Finance Department in turn invoices Huntington Woods regularly according to current wholesale pricing.

The documents have been reviewed and approved by our City Attorney and also by Huntington Woods staff. The appendix has also been updated to reflect current wholesale charges and labor/equipment rental rates.

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

## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is hereby entered into this 1st day of November, 2023 by and between the CITY OF BERKLEY ("Berkley") a Michigan municipal corporation, whose address is 3338 Coolidge Highway, Berkley, Michigan, 48072, and the CITY OF HUNTINGTON WOODS ("Huntington Woods"), a Michigan municipal corporation, whose address is 26815 Scotia, Huntington Woods, Michigan, 48070 (each a "Party" and collectively, "the Parties").

### **RECITALS**

WHEREAS, Berkley and Huntington Woods desire to provide for shared services and resources between the Parties in order to carry out their respective fiscal responsibilities and functions in a more cost-effective manner; and

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

WHEREAS, in accordance with the above-stated desires and interests, Berkley and Huntington Woods desire to enter into this Agreement whereby resources in the form of materials and equipment of their respective departments may be shared.

NOW THEREFORE, in consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree as follows:

#### **1. Providing of Materials**

##### **A. Mutual Providing of Materials**

- a. The Parties agree to make available to each other certain materials of their respective departments.
- b. Requests for such materials shall be documented by and between the Parties' respective directors and/or their designees.
- c. These materials include, but are not limited to, rock salt.

##### **B. Subject to Availability**

The providing of materials under this Agreement shall be strictly subject to the availability as determined by the sole and uncontrolled discretion of the providing Party. The responsibility of each Party to provide materials within its own jurisdiction shall remain the first priority.

##### **C. Material Compensation**

- a. The requesting Party shall pay to the providing Party in an amount consistent with the Appendix A attached hereto.
- b. Price per Ton may change on a monthly basis based on the current price paid by the providing Party.
- c. All purchases for supplies, materials and equipment provided pursuant to this Agreement shall be in accordance with all applicable laws, rules and regulations.
- d. The providing Party shall invoice the requesting Party for the providing of such materials on a monthly basis. Invoices shall itemize all charges. Disputes regarding amounts contained in any invoice will be communicated to the providing Party, in writing, within fifteen (15) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless the providing Party is able to resolve the matter to the non-providing Party's satisfaction prior to payment due date. The non-providing Party will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to the providing Party's failure to timely resolve the matter as set forth above.

## **2. Providing of Equipment**

### **A. Equipment Compensation**

- a. The requesting Party shall pay to the providing Party compensation in the amount of the normal hourly rental rate as established by the Michigan Department of Transportation for each piece of equipment requested and for the number of hours each piece of equipment is allocated to the requesting Party (MDOT Equipment Rental Rates Schedule C, Report 375).
- b. The providing Party shall invoice the requesting Party for the providing of such equipment on a monthly basis. Invoices shall itemize all charges. Disputes regarding amounts contained in any invoice will be communicated to the non-providing Party, in writing, within fifteen (15) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless the providing Party is able to resolve the matter to the non-providing Party's satisfaction prior to payment due date. The non-providing Party will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to the providing Party's failure to timely resolve the matter as set forth above.

### **B. Maintenance**

Each respective Party shall be responsible for the maintenance of its own equipment; provided, however, that in the event such equipment is damaged while in the exclusive control of the requesting Party, the requesting Party shall be responsible for the full repair and/or replacement costs of the equipment, to the extent not covered by any applicable insurance of the providing Party.

### **C. Insurance**

The owner of the equipment listed shall maintain what insurance relevant to theft, vandalism, and if it is moving equipment, general liability and vehicle liability.

### **3. Additional Services**

The Parties agree that they may expand the scope of this Agreement upon the mutual written agreement of both Parties. Any mutually agreed upon expansion of the supplies, material, equipment or services shall be set forth in a written amendment to this Agreement, executed by both Parties, and shall take effect as of the effective date of the written amendment.

### **4. Relationship of the Parties**

The relationship between Berkley and Huntington Woods shall be that of independent contracting parties. Nothing in this Agreement shall create an employment relationship between Berkley employees utilized by Huntington Woods or Huntington Woods's employees utilized by Berkley. Nothing in this Agreement shall be construed to create a joint venture between Berkley and Huntington Woods. This Agreement shall not be construed as authority for any Party to act for another Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, another Party. It is expressly agreed that neither Berkley nor Huntington Woods are entitled to participate in any plans, arrangements, or distributions pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans of the other Party.

### **5. Workers Compensation, Insurance, and Benefits**

#### **A. Workers Compensation**

The Parties shall maintain workers' compensation insurance and employer's liability insurance on their respective employees. As between the Parties, the Parties shall be responsible for workers' compensation coverage for their respective employees regardless of whether employees' workers' compensation claims may arise while work is performed within a requesting Party's jurisdiction or the providing Party's own jurisdiction.

#### **B. Insurance and Benefits**

The Parties shall maintain other insurance and benefits, if any, with regard to their own respective employees.

### **6. Liability and Governmental Immunity**



A. Liability

1. Each Party shall be responsible for its own acts or omissions. Notwithstanding the foregoing, this Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of each Party and shall not be construed to waive the defense of governmental immunity held by any Party to this Agreement.

B. There are no third-party beneficiaries to this Agreement.

**7. Applicable Law**

A. Applicable Law

This Agreement shall be governed by the laws of the State of Michigan.

**8. Term and Termination**

A. Term

This Agreement shall continue for a term of ONE (1) year from the date of the last signature hereto. The Parties may, by subsequent written agreement(s), renew this Agreement for one or more additional ONE (1) year terms. A copy of this Agreement shall be filed with the Oakland County Clerk and with the Secretary of State in accordance with MCL 124.510(4).

B. Termination

This Agreement is terminable by either Party upon providing not less than thirty (30) days' written notice to the other Party.

**9. Miscellaneous**

A. This Agreement shall be construed as having been drafted by both Parties.

B. This Agreement contains the entirety of the Parties' understanding as to the subject matter of this Agreement are merged and integrated into this Agreement.

C. This Agreement may not be modified except by a mutual, duly-authorized, written agreement.

D. If any provision of this Agreement is deemed invalid or unenforceable as a matter of law, the remaining portions shall not be affected and shall be enforceable to the fullest extent of the law.

- E. Notices and communications to Huntington Woods shall be provided to its City Manager or his/her designee. All notices and communications to Berkley shall be provided to its City Manager or his/her designee.
- F. Each Party hereby authorizes its respective Director and/or their designee to request and to provide equipment and/or personnel as set forth in this Agreement and to receive notices hereunder at their respective business addresses.
- G. Both Parties represent that their respective signatories below have been fully authorized by their respective legislative bodies to sign this Agreement and thereby bind their respective cities hereto.

The City of Huntington Woods and the City of Berkley, by the signatures of their respective authorized representatives below, do consent to be bound by the terms of this Agreement, as set forth herein.

THE CITY OF HUNTINGTON WOODS

THE CITY OF BERKLEY

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ROCK SALT**

<b>Materials</b>	Type	Tonnage per Scoop	Low Bid Wholesale Rate (MITN)	Cost
	Bulk Rock Salt	3.25	\$61.41	\$199.58

<b>Labor</b>	Activity	Hours^	Avg. Hourly Total Compensation	Cost
	Handling of Salt	0.1	\$38.68	\$3.87

<b>Equipment</b>	Activity	Hours^	Hourly Rate*	Cost
	Front End Loader	0.1	\$81.25	\$8.13

Subtotal	\$211.58
3% Administrative Fee	\$6.35

<b>Total Cost per Scoop of Salt Received</b>	<b>\$217.92</b>
--	-----------------

\*Based Upon Current MDOT Equipment Rental Rates Schedule C, Report 375

^Includes Handling of the Bulk Loads from MITN Awarded Contractor

October 16, 2023 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve the Intergovernmental Agreement between the City of Berkley and the Berkley School District for Shared Resources and Services.

Ayes:

Nays:

Motion:



**CITY OF BERKLEY**  
**DEPARTMENT OF PUBLIC WORKS**  
3238 BACON AVE, BERKLEY, MICHIGAN 48072

## Transmittal Memo

To: Matthew Baumgarten, City Manager

From: Shawn Young, Director of Public Works

Cc: Laurie Fielder, Interim Finance Director  
Victoria Mitchell, City Clerk  
Ric Chalmers, Asst. Director of Public Works

Date: October 4<sup>th</sup>, 2023

Subject: Intergovernmental Agreement between City of Berkley & Berkley School District  
Shared Resources & Services

---

In the interest of fiscal responsibility, the City of Berkley and the Berkley School District desire to continue an agreement for shared resources and services. As you know, this collaboration effort was initially formalized in 2012 and the current agreement will expire in December of 2023. Please note a similar arrangement exists between the City of Berkley and the City of Huntington Woods.

Please find attached an updated agreement for your approval and Council consideration. The term has been reduced to a one-year term to match similar agreements and accommodate for potential future changes in the Public Works Facility.

While the agreement allows for a variety of collaboration opportunities, the primary components have been unleaded fuel and rock salt. The City of Berkley has provided the School District with these commodities via the Public Works facility located at 3238 Bacon Avenue. The Berkley Finance Department in turn invoices the Berkley School District regularly according to current wholesale pricing.

The documents have been previously reviewed by the City Attorney and also have been shared with the Berkley School District. The appendices have been updated to reflect current wholesale charges and labor/equipment rental rates.

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

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is hereby entered into this 1st day of November, 2023 by and between the **CITY OF BERKLEY** (“Berkley”), a Michigan municipal corporation, whose address is 3338 Coolidge Highway, Berkley, Michigan, 48072, and the **BERKLEY SCHOOL DISTRICT** (“School District”), a Michigan general powers school district, whose address is 14501 Talbot, Oak Park, Michigan, 48237 (each a “Party” and collectively, “the Parties”).

### RECITALS

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

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

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

WHEREAS, in accordance with the above-stated desires and interests, Berkley and the School District desire to enter into this Agreement whereby resources in the form of materials and equipment of their respective departments may be shared.

**NOW THEREFORE**, in consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree as follows:

#### **1. Providing of Materials**

##### A. Mutual Providing of Materials

- a. The Parties agree to make available to each other certain materials of their respective departments.
- b. Requests for such materials shall be documented by and between the Parties’ respective directors and/or their designees.

- c. These materials include, but are not limited to the following consumable supplies: rock salt, unleaded fuel, diesel fuel, garbage bags and paper products.

**B. Subject to Availability**

The providing of materials under this Agreement shall be strictly subject to the availability as determined by the sole and uncontrolled discretion of the providing Party. The responsibility of each Party to provide materials within its own jurisdiction shall remain the first priority.

**C. Material Compensation**

- a. The requesting Party shall pay to the providing Party in an amount consistent with the Appendices A – C attached hereto.
- b. Price per Ton and Price Per Gallon may change on a monthly basis based on the current price paid by the providing Party.
- c. All purchases for supplies, materials and equipment provided pursuant to this Agreement shall be in accordance with all applicable laws, rules and regulations.
- d. The providing Party shall invoice the requesting Party for the providing of such materials on a monthly basis. Invoices shall itemize all charges. Disputes regarding amounts contained in any invoice will be communicated to the non-providing Party, in writing, within five (5) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless the providing Party is able to resolve the matter to the non-providing Party's satisfaction prior to payment due date. The non-providing Party will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to the providing Party's failure to timely resolve the matter as set forth above.

**2. Providing of Equipment**

**A. Equipment Compensation**

- a. The requesting Party shall pay to the providing Party compensation in the amount of the normal hourly rental rate as established by the Michigan Department of Transportation for each piece of equipment requested and for the number of hours each piece of equipment is allocated to the requesting Party (MDOT Equipment Rental Rates Schedule C, Report 375).
- b. The providing Party shall invoice the requesting Party for the providing of such equipment on a monthly basis. Invoices shall itemize all charges. Disputes regarding amounts contained in any invoice will be communicated to the non-providing Party, in writing, within five (5) business days of the receipt of the disputed invoice. Payments of disputed amounts will be

delayed unless the providing Party is able to resolve the matter to the non-providing Party's satisfaction prior to payment due date. The non-providing Party will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to the providing Party's failure to timely resolve the matter as set forth above.

B. Maintenance

Each respective Party shall be responsible for the maintenance of its own equipment; provided, however, that in the event such equipment is damaged while in the exclusive control of the requesting Party, the requesting Party shall be responsible for the full repair and/or replacement costs of the equipment, to the extent not covered by any applicable insurance of the providing Party.

C. Insurance

The owner of the equipment listed shall maintain what insurance it feels is necessary relevant to theft, vandalism and if it is a moving equipment, general liability and vehicle liability.

**3. Additional Services**

The Parties agree that they may expand the scope of this Agreement upon the mutual written agreement of both Parties. Any mutually agreed upon expansion of the supplies, material, equipment or services shall be set forth in a written amendment to this Agreement, executed by both Parties, and shall take effect as of the effective date of the written amendment.

**4. Relationship of the Parties**

The relationship between Berkley and the School District shall be that of independent contracting parties. Nothing in this Agreement shall create an employment relationship between Berkley employees utilized by the School District or the School District's the employees utilized by Berkley. Nothing in this Agreement shall be construed to create a joint venture between Berkley and the School District. This Agreement shall not be construed as authority for any Party to act for another Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, another Party. It is expressly agreed that neither Berkley nor the School District are entitled to participate in any plans, arrangements, or distributions pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans of the other Party.

**5. Workers Compensation, Insurance, and Benefits**



A. Workers Compensation

The Parties shall maintain workers' compensation insurance and employer's liability insurance on their respective employees. As between the Parties, the Parties shall be responsible for workers' compensation coverage for their respective employees regardless of whether employees' workers' compensation claims may arise while work is performed within a requesting Party's jurisdiction or the providing Party's own jurisdiction.

B. Insurance and Benefits

The Parties shall maintain other insurance and benefits, if any, with regard to their own respective employees.

**6. Liability and Governmental Immunity**

A. Liability

1. Each Party shall be responsible for its own acts or omissions. Notwithstanding the foregoing, this Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of each Party and shall not be construed to waive the defense of governmental immunity held by any Party to this Agreement.

- B. There are no third party beneficiaries to this Agreement.

**7. Applicable Law and Dispute Resolution**

A. Applicable Law

This Agreement shall be governed by the laws of the State of Michigan.

B. Dispute Resolution

Any dispute arising out of this Agreement shall be subject to binding arbitration located in Oakland County, Michigan; provided, however, that prior to arbitration, the parties shall first attempt to resolve any dispute with a meeting between representatives from each Party. Such shall be subject to the following additional terms:

- a. Arbitration must be requested by a Party in writing.
- b. The Parties shall agree upon one (1) neutral arbitrator.
- c. The costs of the arbitrator shall be shared equally between the Parties.

- d. If, upon written request for arbitration, an arbitrator is not selected within thirty (30) days, either Party may petition the Oakland County Circuit Court for appointment of a neutral arbitrator selected by the Court.
- e. The rules of evidence shall apply.

**8. Term and Termination**

A. Term

This Agreement shall continue for a term of ONE (1) year from the date of the last signature hereto. The Parties may, by subsequent written agreement(s), renew this Agreement for one or more additional ONE (1) year terms.

B. Termination

This Agreement is terminable by either Party upon providing not less than thirty (30) days' written notice to the other Party.

**9. Miscellaneous**

- A. This Agreement shall be construed as having been drafted by both Parties.
- B. This Agreement contains the entirety of the Parties' understanding as to the subject matter contained herein. Any prior understandings as to the subject matter of this Agreement are merged and integrated into this Agreement.
- C. This Agreement may not be modified except by a mutual, duly-authorized, written agreement.
- D. If any provision of this Agreement is deemed invalid or unenforceable as a matter of law, the remaining portions shall not be affected and shall be enforceable to the fullest extent of the law.
- E. Notices and communications to the School District shall be provided to its Superintendent or his/her designee. All notices and communications to Berkley shall be provided to its City Manager, or his/her designee.
- F. Each Party hereby authorizes its respective Director and/or their designee to request and to provide equipment and/or personnel as set forth in this Agreement and to receive notices hereunder at their respective business addresses.

- G. Both Parties represent that their respective signatories below have been fully authorized by their respective legislative bodies to sign this Agreement and thereby bind their respective cities hereto.

The Berkley School District and the City of Berkley, by the signatures of their respective authorized representatives below, do consent to be bound by the terms of this Agreement, as set forth herein.

**BERKLEY SCHOOL DISTRICT**

**THE CITY OF BERKLEY**

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

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

**Its:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DIESEL FUEL**

<b>Materials</b>				
	Type	Gallons	Price per Gallon	Cost
	Diesel Fuel Plus Misc. Charges**	1	\$3.180	\$3.18

Subtotal	\$3.18
----------	--------

3% Administrative Fee (Reading, Billing, Oversight, etc.)	\$0.10
---	--------

<b>Total Cost per Gallon of Fuel Received</b>	<b>\$3.28</b>
---	---------------

Variable-Based Upon Most Recent Bill or Report Received

\*\*Includes Freight Surch., Fed. Oil Spill Trust, Fed. Lust. Tax, Michigan Underground Steel Tank Fee

October 16, 2023 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve the 2023-2024 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Berkley. The City will be reimbursed a total of \$12,087.31 which will be paid in two installments, \$6,043.66 due in December 2023 and \$6,043.66 due in March 2024.

Ayes:

Nays:

Motion:



## Transmittal Memo

To: Matthew Baumgarten, City Manager  
Cc: Laurie Fielder, Interim Finance Director  
From: Shawn Young, DPW Director  
Date: October 4<sup>th</sup>, 2023  
Subject: 2023-2024 Winter Maintenance Agreement with RCOC  
12 Mile Road (Greenfield to Woodward)

---

For over 20 years, the City of Berkley has partnered with the Road Commission for Oakland County (RCOC) to provide winter maintenance services on 12 Mile Road between Greenfield Road and Woodward Avenue. Specific activities include snow removal and ice control (rock salt).

RCOC currently reimburses the City based upon the following formula:

$\$7,554.57 \text{ per mile (four to five lane roadway)} \times 1.6 \text{ miles} = \$12,087.31$

The \$12,087.31 amount represents a 3% increase over the 2022-2023 reimbursement. RCOC will pay the City in two installments, 50% in December 2023 (\$6,043.65) and 50% in March 2024 (\$6,043.65).

Even though the reimbursement does not cover 100% of our costs, the City of Berkley is able to provide a higher level of service to our residents and business owners.

Please find attached a copy of the RCOC cover memo and agreement for your consideration. As part of the agreement, proof of liability insurance for City personnel/equipment working on County roads and membership in the Michigan Municipal Workers Compensation Fund has already been provided to the Road Commission.



QUALITY LIFE THROUGH GOOD ROADS:  
ROAD COMMISSION FOR OAKLAND COUNTY  
"WE CARE."

**Board of Road Commissioners**

**Ronald J. Fowkes**  
Commissioner

**Andrea LaLonde**  
Commissioner

**Nancy Quarles**  
Commissioner

**Dennis G. Kolar, P.E.**  
Managing Director

**Gary Piotrowicz, P.E., P.T.O.E.**  
Deputy Managing Director  
County Highway Engineer

Highway Maintenance  
Department

2420 Pontiac Lake Road  
Waterford, MI 48328

248-858-4881

FAX  
248-858-7607

www.rcocweb.org

September 8, 2023

Mr. Shawn Young  
Director of Public Works  
City of Berkley  
3238 Bacon Ave.  
Berkley, Michigan 48072

RE: 2023-2024 Winter Maintenance Agreement

Dear Mr. Young:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Berkley.

This 2023-2024 agreement has an increase of 3%, which increases the amount from \$11,735.26 to \$12,087.31.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your City Council to my account assistant Lema Sabbagh, email, [lsabbagh@rcoc.org](mailto:lsabbagh@rcoc.org). One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.  
Director of Highway Maintenance

/s  
Attachment

2023-2024 WINTER MAINTENANCE AGREEMENT  
CITY OF BERKLEY

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” and the City of Berkley, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. “Winter Maintenance,” herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board’s maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board’s standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$12,087.31, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2023  
50% in March 2024

The making of said payments shall constitute the Board’s entire obligation in reference to Winter Maintenance.



#### IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the Board. Therefore, the City falls within the governmental immunity protection of the Board.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

#### V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

#### VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

#### VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2023, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2024, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of \_\_\_\_\_, and by the City by authority of a resolution of its governing body, adopted October 16, 2023, (copy attached as Exhibit C).

Witnesses:

CITY OF BERKLEY  
A Municipal Corporation

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

Its: City Manager

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

Its: Mayor

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF OAKLAND,  
A Public Body Corporate

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

WINTER MAINTENANCE  
2023-2024

CITY OF BERKLEY

EXHIBIT A

Twelve Mile Road

Between Greenfield Road to Woodward Avenue

<u>Miles</u>	<u>Cost Per Mile</u>		
1.60	\$7,554.57	TOTAL	\$12,087.31

FOUR OR FIVE LANES (\$7,334.54 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>		
1.60	\$7,554.57	TOTAL	\$12,087.31

50% in December 2023	\$ 6,043.66
50% in March, 2024	<u>\$ 6,043.65</u>
	\$12,087.31

**EXHIBIT B**

**2023-2024 WINTER MAINTENANCE AGREEMENT**

**ROAD COMMISSION FOR OAKLAND COUNTY**

**INSURANCE PROVISION  
(CITY)**

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker’s Compensation and Employer’s Liability Insurance: The insurance shall provide worker’s compensation protection for the City’s employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker’s disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
  - 1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability: Each Person           \$1,000,000 Each Occurrence     \$1,000,000	or: Combined Single Limit: Each Occurrence:   \$1,000,000
---	--

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City’s General Liability Insurance.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.

**A PROCLAMATION**

**P-33-23**

**of the Council of the City of Berkley, Michigan**  
**Proclaiming November 2023 as Native American Heritage Month**

- WHEREAS,** the state of Michigan is home to more than 240,000 American Indian or Alaska Native residents and twelve federally recognized Indian tribes, each a sovereign government with an inherent right to self-governance and self-determination; these federally recognized tribes are Bay Mills Indian Community, Grand Traverse Band of Ottawa and Chippewa Indians, Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians, Hannahville Indian Community, Keweenaw Bay Indian Community, Lac Vieux Desert Band of Lake Superior Chippewa Indians, Little River Band of Ottawa Indians, Little Traverse Bay Bands of Odawa Indians, Nottawaseppi Huron Band of the Potawatomi, Pokagon Band of Potawatomi, Saginaw Chippewa Indian Tribe, and Sault Ste. Marie Tribe of Chippewa Indians; and
- WHEREAS,** between 1795 and 1842, these 12 tribes ceded most of the land of which the state of Michigan is now comprised through treaties with the United States; and
- WHEREAS,** Berkley residents have a responsibility to learn about the history of tribal governments, the unique challenges Native people have faced historically and continue to face today, including the Missing and Murdered Indigenous Women and People epidemic, and the abhorrent history and trauma that exists as the result of the Indian Boarding School system; and
- WHEREAS,** Berkley residents are encouraged to celebrate and honor Native American history and culture; and
- WHEREAS,** we celebrate the rich, diverse cultures, traditions, and histories of Native Americans while acknowledging the significant contributions they make to the government, education, economics, art, science, literature, and more in Michigan and the United States; and
- WHEREAS,** we recognize and honor the achievements of tribal governments and Native Americans and continue our efforts to ensure the State of Michigan and the City of Berkley recognizes and honor tribal sovereignty and collaborate fully with tribal governments; and
- WHEREAS,** the City of Berkley endeavors to be anti-racist and inclusive of citizens of all races and ethnicities.

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

**SECTION 1:** That the month of November 2023, is hereby proclaimed *Native American Heritage Month* in the City of Berkley.

*Proclaimed this 16<sup>th</sup> day of October 2023 at a Regular Meeting of the Berkley City Council.*

---

*Bridget Dean, Mayor*

Attest:

---

*Victoria Mitchell, City Clerk*

**A PROCLAMATION**  
**of the Council of the City of Berkley, Michigan**  
**Proclaiming November 2023 as Men’s Health Awareness Month**

P-34-23

**WHEREAS,** each year during the month of November, men across the globe are encouraged to band together and grow mustaches to promote and raise awareness of men’s health issues; and

**WHEREAS,** since 2003, the Mustaches in November (or “Movember”) campaign has generated a global health movement and raised thousands of dollars to fund more than 1,250 men’s health projects around the world including prostate and testicular cancer research, mental health initiatives, and suicide prevention; and

**WHEREAS,** the newly grown mustaches of the Movember Men’s Health Awareness Movement prompt conversations, create a greater understanding of the health risks men face, and motivate them to take action for their health since men are 24% less likely than women to have an annual visit with a physician; and

**WHEREAS,** representatives from the City of Berkley, including public safety officers, have abandoned shaving for the month of November to “Gro a Mo” and show their support for the Movember Men’s Health Awareness Month cause.

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

**SECTION 1:** That the month of November 2023, is hereby proclaimed November 2023 as *Men’s Health Awareness Month* in the City of Berkley.

**SECTION 2:** The City of Berkley urges men to learn about their risks for prostate cancer, testicular cancer, and mental health issues, to undertake screenings for early detection, talk to health care providers about treatment options if diagnosed, and to motivate their fellow men to take care of their health.

*Proclaimed this 16<sup>th</sup> day of October 2023 at a Regular Meeting of the Berkley City Council.*

\_\_\_\_\_  
*Bridget Dean, Mayor*

Attest:

\_\_\_\_\_  
*Victoria Mitchell, City Clerk*



# CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

## MEMORANDUM

**To:** City Council

**From:** Kristen Kapelanski, Community Development Director

**Subject:** Community Development Department Annual Report

**Date:** October 11, 2023

---

The Community Development Department has prepared their annual report for the City Council. We are required to report the Planning Commission's annual activities by the Michigan Planning Enabling Act. Additionally, the Michigan Economic Development Corporation's Redevelopment Ready Community's program requires an annual report of all development boards and commissions for certification, a goal the Community Development Department is continuing to work towards. This report encompasses not only board and commission activity, but also provides an overview of the entire department's activity during the last fiscal year.

---



# FY22/23 COMMUNITY DEVELOPMENT ANNUAL REPORT



**CITY OF BERKLEY**  
**AUGUST 2023**

# FY 22/23 COMMUNITY DEVELOPMENT ANNUAL REPORT

---

## INTRODUCTION

The Michigan Planning Enabling Act (PA 33 of 2008, as amended) requires the Planning Commission to prepare an annual report documenting its operations and status of all planning activities. The MPEA states in part:

*“A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding action by the legislative body related to planning and development.”*

This report will fulfill the state requirement. Beyond satisfying the state requirement, this document will also provide an overview of the Community Development Department, as well as a summary of permitting and inspection activities, code enforcement, and overall accomplishments. Also included is a comprehensive FY 23/24 Work Plan for the Planning Commission and Community Development Department that will include short-term and long-term projects we hope to achieve in the coming year.

The FY 22/23 Annual Report encompasses Fiscal Year 22/23, which includes all planning activities from July 1, 2022 through June 30, 2023.

The Annual Report will be presented to the Planning Commission at their regular September meeting for their consideration and approval to present to the City Council at their regular October meeting.

## PLANNING COMMISSION

The Berkley Planning Commission is comprised of seven members, from a variety of professional backgrounds. The varied perspectives of the members make for a well-rounded Commission that conducts fair and thoughtful deliberations. The list below encompasses members as of June 2023.

Commissioner	Appointment Date
Lisa Kempner, Chair	2018
Lisa Hamameh	2024
Mike Woods	2023
Joe Bartus	2020
Shiloh Dahlin	2020
Vacant	
Vacant	

The Planning Commission held ten regular meetings during 2022/2023 and reviewed:

- 4 site plans
- 0 special land uses



# FY 22/23 COMMUNITY DEVELOPMENT ANNUAL REPORT

- 0 rezonings
- 4 zoning text amendments

## Summary of Planning Commission Activities

### SITE PLAN PROJECTS

Project No.	Name	Address	Description	Decision	Meeting Date
PSP-14-22	America's Stamp Stop Addition	3860 Twelve Mile Rd.	Second floor residential addition and façade update to an existing building	Approved	August 23, 2022
PSP-10-22	Vinsetta Garage Eaton and Oxford Parking Lots	NA	Two new parking lots to serve the existing Vinsetta Garage restaurant	Approved	August 23, 2023
PSP-15-22	Seven Points Provisioning Center	28557 Woodward Ave.	Conversion of an existing building to a marihuana dispensary	Approved	September 13, 2022
PSP-16-22	Moses Roses Provisioning Center	3120 W. Eleven Mile Rd.	Conversion of an existing building to a marihuana dispensary	Approved	October 11, 2022

### SPECIAL LAND USES

Project No.	Name	Address	Description	Decision	Meeting Date
No special land uses in FY22/23.					

### REZONINGS

Project No.	Address	Description	Decision	Meeting Date
No rezonings in FY 22/23.				



# FY 22/23 COMMUNITY DEVELOPMENT ANNUAL REPORT

## ZONING TEXT AMENDMENTS

Ordinance No.	Description	Public Hearing	Ordinance Adoption
	Amendment to implement the Downtown Design Guidelines	October 25, 2022	First Reading – November 21, 2022 Second Reading – December 05, 2022
	Amendment to regulate vape shops	January 24, 2023	First Reading – February 6, 2023 Second Reading – March 6, 2023
	Amendment to add nursery schools, day nurseries and child care centers to the Twelve Mile District as a special land use	January 24, 2023	First Reading – February 6, 2023 Second Reading – March 6, 2023
	Amendment to allow outdoor service areas as a principal permitted use and rooftop eating as a special land use	March 21, 2023 April 25, 2023	First Reading – April 17, 2023 Second Reading – May 15, 2023

## CITY CODE AMENDMENTS

Ordinance No.	Description	Ordinance Adoption
O-04-22	Amendment to reduce the Planning Commission from nine to seven members	First Reading – September 19, 2022 Second Reading – October 3, 2022
O-05-22	Amendment to address issues with signs for multi-tenant buildings and allow copy on non-conforming signs to be replaced	First Reading – September 19, 2022 Second Reading – October 3, 2022
O-07-22	Amendment to modify standards for residential grading and drainage	First Reading – November 21, 2022 Second Reading – December 05, 2022
O-08-22	Amendment to require registration and inspection of short-term rentals	First Reading – November 21, 2022 Second Reading – December 5, 2022
O-03-23	Amendment to remove the requirement for annual permits for portable signs	First Reading – February 6, 2023



# FY 22/23 COMMUNITY DEVELOPMENT ANNUAL REPORT

		Second Reading – March 6, 2023
O-06-23	Amendment to update provisions for rental property registration and inspections	First Reading – April 3, 2023 Second Reading – April 17, 2023

## Zoning Ordinance Rewrite

In November 2021, the City of Berkeley adopted a new Master Plan. The City retained the planning consultant services of Carlisle Wortman Associates to assist with the development of the Master Plan and facilitate the community engagement strategy. It was essential to reach as many Berkeley residents, business owners, property owners, and stakeholders as possible to garner thoughts, feelings, ideas, feedback on the future direction of Berkeley and the final version of the plan enjoyed broad community support.

Community Development Department staff has now begun implementing the recommendations of the new Master Plan, the Downtown Master Plan and the Downtown Design Guidelines. This includes a section by section re-write of the City's Zoning Ordinance and Sign Ordinance and the incorporation of new sections that the current Zoning Ordinance is missing. The City has again retained the planning consultant services of Carlisle Wortman Associates to assist in this process.

### **Zoning Ordinance Steering Committee**

As a way to promote community engagement and advise the consultant team and the decision-making bodies (Planning Commission and City Council), a committee of members of the Planning Commission, City Council, Zoning Board of Appeals, City staff and the public has been established to guide the process. The Committee began meeting in May 2023 and will continue to meet monthly throughout the process.

### **Community Engagement**

Community Engagement is an important part of the creating a new Zoning Ordinance. All Zoning Ordinance Steering Committee meetings are open to the public and all packet materials are posted on the City's website, Rebuilding Berkeley's Zoning Ordinance. There are four community engagement sessions scheduled for January 2024 in addition to required public hearings near the end of the process and required newspaper postings and individual mailings. Reach out is ongoing through City newsletters and social media.

### **Adoption**

Adoption is anticipated in summer/fall 2024.

## COMMUNITY DEVELOPMENT DEPARTMENT

In FY22/23, the Community Development Department was comprised of a Director, a Zoning Administrator, a Building Permit Technician, a Licensing Clerk, a Building Official and a Code Enforcement Officer. The team works together to ensure that the needs and wants of the residents and business owners are answered and addressed in a timely and efficient manner.



# FY 22/23 COMMUNITY DEVELOPMENT ANNUAL REPORT

## PERMITS AND INSPECTIONS

In FY22/23, the City of Berkeley contracts with McKenna Associates for Building Department services, include Building Official duties, plan reviews, trade inspections, and Code Enforcement.

The below table shows the number of permits issued for FY22/23 and previous years, for reference.

	FY22/23 7.1.22 – 6.30.23	FY21/22 7.1.21 – 6.30.22	FY20/21 7.1.20 – 6.30.21	FY19/20 7.1.19 – 6.30.20
<b>Building</b>	485	585	477	475
<b>Electrical</b>	510	454	449	386
<b>Mechanical</b>	398	318	362	335
<b>Plumbing</b>	208	247	176	202
<b>Sewer</b>	203	153	118	85
<b>Zoning</b>	183	198	226	185

The below table shows the number of inspections conducted for FY22/23.

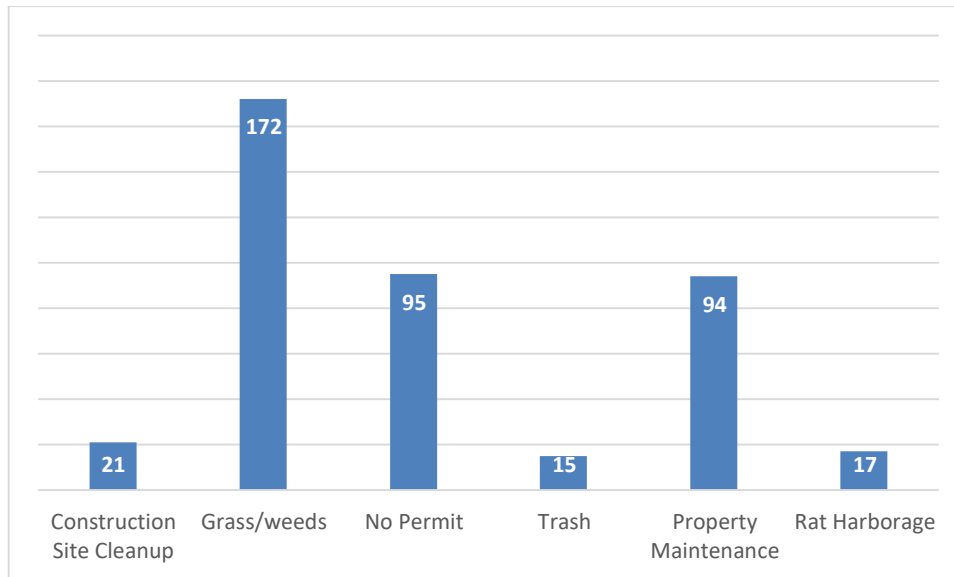
Inspection Type	Inspector	Total
Building	John Lipchik/Karson Claussen	1,493
Zoning Certificates (Driveways/fences)	John Lipchik/Karson Claussen	249
Mechanical	Aaron Garcia	538
Plumbing	George Beattie	378
Electrical	Sean Dar/John Brunning	984



# FY 22/23 COMMUNITY DEVELOPMENT ANNUAL REPORT

## CODE ENFORCEMENT

Code Enforcement has also been busy over the past year. In FY22/23, 715 enforcements were logged in BS&A. Below is a breakdown of the most popular or repeated enforcement actions in the City.



## ACCOMPLISHMENTS

The Community Development Department has seen a lot of transition over the 22/23 fiscal year and has continued to provide a high level of service and work towards the completion of several major projects. We want to share some of our accomplishments:

### 1. Staff Transitions (in people and places)

Over the course of FY22/23, Kim Anderson, the former Building Clerk, has transitioned to the newly created position of Zoning Administrator and Danna Bauer, our long time Licensing Clerk, has been promoted to Building Permit Technician. The Licensing Clerk position has been filled by Angela Randazzo.

We have also moved to a space on the opposite side of City Hall.

### 2. Downtown Master Plan and Design Guidelines Adoption

The Downtown Master Plan and Design Guidelines were drafted in 2019. There were several hiccups with the implementation ordinance of the Design Guidelines that were overcome in FY 22/23. The Design Guidelines and Implementation Ordinance were adopted by the City Council December 2022 and the Downtown Master Plan was adopted in September 2022.

### 3. Establishment of the Berkley Outdoor Social Scene (BOSS) Social District

The Community Development Department worked with Twelve Mile businesses and the Michigan Liquor Control Commission to establish the BOSS Social District, which runs along both sides of Twelve Mile Road from approximately Tyler Avenue to Kipling Avenue. Opening of the district is expected to happen soon.



# FY 22/23 COMMUNITY DEVELOPMENT ANNUAL REPORT

---

## 4. Parking Study

In conjunction with the Downtown Development Authority, the Community Development Department contracted with Fishbeck to complete the City of Berkley Parking Study. This study included an analysis of current parking demand versus available municipal parking and an audit of existing parking standards in the Zoning Ordinance. Recommendations were made for managing downtown parking in the near and more distant future and for changes to modernize parking standards and associated sections of the Zoning Ordinance. The Parking Study was accepted by the City Council in August 2023 and by the Downtown Development Authority in September 2023. Suggested Zoning Ordinance changes will be evaluated by the Zoning Ordinance Steering Committee.

## 5. Planning and Building Fee Updates

The Planning and Building review and inspection fees had not seen comprehensive updates in several years. In FY22/23, Community Development staff completed an analysis and update of the entire Community Development fee schedule that included scrutiny of fees compared to actual staff and consultant review and inspection time and a thorough comparison to peer communities.

## FY22/23 WORK PLAN

In addition to reporting on the activities and successes of the Planning Commission and Community Development Department, it is important to set goals for the next year and what we would like to accomplish.

### 1. Staff Transitions

A part of the FY23/24 adopted City Budget, the Community Development Department will be transitioning back to an in-house Building Official with trades, code enforcement and other support services to be continued to be provided by McKenna. We are excited to begin the search for a person to assist in leading the department forward as we continue to improve our processes and begin transitioning to online permit and inspection functions.

### 2. Redevelopment Ready Community Certification

The City of Berkley began steps for Redevelopment Ready Community Certification in 2018. One of the main hurdles included an updated Master Plan and Zoning Ordinance. The adoption of the Master Plan has checked off a big box on the "To Do" list. We have taken care of several other items on the list, including the establishment of more regular joint meetings between City Council and relevant boards and commissions. The next major item to be completed in order to obtain certification is the Zoning Ordinance. Staff will continue to work on other items throughout FY23/24 so that certification can be achieved once the Zoning Ordinance is complete.

### 3. Sign Ordinance Re-Write

The City's Sign Ordinance is outdated in terms of functionality and current case law. This rewrite is being completed in conjunction with the Zoning Ordinance rewrite.

### 4. Parking Study Implementation

The Community Development Department will be taking the lead on organizing an internal Parking Management Committee composed of staff members from relevant departments, including the Department of Public Works, City Manager's Office and Public Safety. This group will begin to implement the recommendations of the Parking Study.





# FY 22/23 COMMUNITY DEVELOPMENT ANNUAL REPORT

---

## 5. **BS&A Online**

While the Community Development Department has been using BSA Permitting software internally for over a decade, many communities have moved to the online platform of BS&A which allows homeowners and contractors to apply for, check approvals on and schedule inspections for their commercial and residential improvement projects online. Over the next fiscal year, the Community Development Department will be working with BS&A to move onto this platform. Not only will this be more convenient for applicants, it will also make operation of the department more efficient.

The Community Development Department is excited to continue working with the Planning Commission, DDA, City Council and other community groups to serve Berkley residents and businesses.



October 16, 2023 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve the proposal from Hubbell, Roth, and Clark in the amount not to exceed \$28,000 for GIS support and technical assistance.

Ayes:

Nays:

Motion:



**CITY OF BERKLEY**  
**DEPARTMENT OF PUBLIC WORKS**  
3238 BACON AVE, BERKLEY, MICHIGAN 48072

## Transmittal Memo

Date: October 4<sup>th</sup>, 2023

To: Matthew Baumgarten, City Manager

CC: Laurie Fielder, Interim Finance Director  
Victoria Mitchell, City Clerk  
Ric Chalmers, Asst. Director of Public Works

From: Shawn Young, Director of Public Works

Subject: HRC Proposal for GIS Support FY 2023-2024

---

The City of Berkley has been utilizing the services of HRC for several years now to assist us with our GIS technical support and updates. This work has been increasing at a fairly steady rate as new items are added to the database. Our current database includes several different layers of water and sewer information along with right of way trees, street signs, and other city owned fixtures throughout the city.

Please find the attached proposal for GIS Support in the not to exceed amount of \$28,000. The proposal includes activities such as maintaining the data layers in the City ArcGIS Online accounts, updating other maps on the City's website, integrating sewer televising data, updating the various utility layers and attributes, scanning and hyperlinking final engineering plans, and integrating the GIS with other software applications

We recommend approval of this proposal for a not to exceed amount of \$28,000. Funding for this proposal would come from account 592-536-821 (Water- Engineering) and account 443-901-821-000 (Road Project-Engineering)

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



May 17, 2023

City of Berkley  
3238 Bacon Ave.  
Berkley, MI 48072

Attn: Shawn Young, Director of Public Works

Re: 2023-24 GIS Support

HRC Job No. 20230415

Dear Mr. Young:

Hubbell, Roth & Clark, Inc. is pleased to submit this proposal for ongoing GIS technical support and updates. As in previous years, this budget can be used for a variety of activities such as maintaining the data layers in the City ArcGIS Online accounts, updating other maps on the City's website, integrating sewer televising data, updating the various utility layers and attributes, scanning and hyperlinking final engineering plans, and integrating the GIS with other software applications in the City.

HRC recommends continuing our regular quarterly meetings to discuss current and upcoming support activities. The anticipated budget for Fiscal Year 2023-2024 is \$28,000, starting July 1, 2023.

For work related to specific engineering projects, we will charge our time to the existing engineering accounts. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Accepted by: City of Berkley



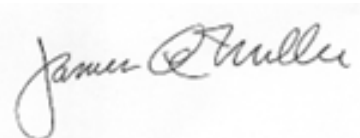
Roland N. Alix, P.E.  
Vice President

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



James R. Miller, GISP  
GIS Department Manager

RNA/jrm  
pc: E. Zmich, File

**A RESOLUTION**  
**Of the Council of the City of Berkley, Michigan**  
**designating Saturday, December 2, 2023 for the**  
**Annual Holiday Parade and Tree Lighting Ceremony in Berkley**

**WHEREAS,** the Annual Berkley Christmas Parade was established by City Council and continues as a result of the hard work of the Berkley Holiday Parade Committee, which is dedicated to continuing this much anticipated Holiday event in Berkley; and

**WHEREAS,** in good spirit, the Berkley Holiday Committee seeks Council approval for use of certain City streets as it presents its Annual “Holiday Lights Parade” for the enjoyment of Berkley residents; and

**WHEREAS,** the Annual “Tree Lighting Ceremony” was also established by City Council in order to bring local residents together in the spirit of the Holiday Season. The Berkley Junior Women’s Club intends to continue its tradition of sponsoring the Annual “Tree Lighting Ceremony” and a visit from Santa immediately following the parade on the front lawn of City Hall; and

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

**SECTION 1:** That the Council of the City of Berkley hereby designates Saturday, December 2, 2023 for the annual Holiday parade which will begin at 5:30 p.m. and all local residents are urged to assemble at 5:00 p.m., along the following parade route, to begin this festive evening welcoming the Holidays to Berkley:

**SECTION 2:** That the City of Berkley, in the County of Oakland, Michigan, will faithfully fulfill all permit requirements, and shall save harmless indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permit(s) as issued.

**SECTION 3:** That the City Clerk is directed to forward a copy of this resolution to the Road Commission for Oakland County, on behalf of the City of Berkley, in the County of Oakland, Michigan for the necessary approval of the Berkley Holiday Committee to conduct said parade.

Introduced and passed at a Regular City Council Meeting on Monday, October 16, 2023.

Attest:

\_\_\_\_\_  
Bridget Dean, Mayor

\_\_\_\_\_  
Victoria Mitchell, City Clerk



**CITY OF BERKLEY  
COMMUNITY SPECIAL EVENT  
PERMIT APPLICATION DISPOSITION CHECKLIST**

Event Name: Berkley Holiday Lights Parade

Event Date(s) Dec. 2, 2023 Location(s) 12 Mile, Coolidge, Cummings Bacon, Rosemont Event Hours 4-9pm

**ORGANIZATION:**

Organization Name: <u>Holiday Lights Comm.</u>		
Headquarters Street Address:		
City: <u>Berkley</u>	State: <u>MI</u>	Zip Code: <u>48072</u>
Website:		Phone:

Tax Exempt Status (as defined by the US Internal Revenue Service):  
 Non-Profit  501(c)(3)  N/A  Other (specify) \_\_\_\_\_

The following documents have been submitted:

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

Application reviewed by: Public Safety MBK 10-2-23 Public Works [Signature] 10/10/23  
Planning  
Building Official [Signature] 10-12-23

Comments:  
 \_\_\_\_\_

<b>Presented to City Council:</b>		
Date: _____	Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO	Organization Notified <input type="checkbox"/> YES <input type="checkbox"/> NO
		Date _____



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

Print Form

# CITY OF BERKLEY, MICHIGAN COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: Berkley Holiday Lights Parade

**Organization / Contact:**

Name of Organization: Holiday Lights Comm. Contact's Name: Cinda Coon  
 City: Berkley State/zip: MI 48072  
 Address: \_\_\_\_\_ 24 Hour Emergency Contact: Same

Telephone: 2  
*If event will be on private property owned by someone else, then a letter of permission from the property owner must be submitted with the application.*

<b>Event Location:</b> If the event involves city streets or sidewalks, include a map showing the location. A petition from affected businesses may be required.
<b>Dates and Hours of Event:</b> <u>Dec 2 2023 4pm-9pm</u>
<b>How many employees or volunteers?</b> <u>10-15</u>
<b>How will site be secured during off-hours?</b> <input checked="" type="checkbox"/>
<b>What type of merchandise will be sold?</b> <input checked="" type="checkbox"/>
If you are selling food, include a copy of your receipt from Oakland County Health Department.
<b>Will there be any electricity outside the building (e.g., extension cords, heaters, lights)?</b> If yes, an electrical inspection by the City will be required after set up and before opening.
Include a Site Plan showing where merchandise will be sold, how pedestrian and vehicular traffic will circulate on the site.
<b>What are your plans for set up and removal?</b> <input checked="" type="checkbox"/>
<b>Tax Exempt Status (as defined by the US Internal Revenue Service):</b> Non-Profit <input type="checkbox"/> 501.C3 <input type="checkbox"/> Other (specify) <input type="checkbox"/>
<b>Include the following documents:</b> <input type="checkbox"/> Internal Revenue Service tax exempt documentation for the organization. <input type="checkbox"/> Organization's financial report for the preceding fiscal year. <input type="checkbox"/> Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional Insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal injury, Bodily injury, and Property Damage. <input type="checkbox"/> Liquor Liability, \$500,000 per occurrence and \$500,000 aggregate. (if applicable) <input type="checkbox"/> Special Event Hold Harmless Agreement signed by an authorized representative

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

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

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

Cinda A Coon 9/7/23  
 Signature of Applicant Date

## APPROVALS

DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	Yes		10-10-23
Comments:			
Public Safety	Yes	Mr. Kim	10-2-23
Comments:			
Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:	y/s		10/10/23
Comments:			
Parks/Recreation		N/A	
Comments:			
City Clerk	Yes	Victoria Mitchell	10-2-23
Comments:			
City Manager	Yes		10/4/23
Comments:			

### For City Use Only:

Date Application Received

Permit

Receipt Number

PTU23-0016

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

City Manager's Signature:

Date:

10/4/23

IF APPLICABLE:

Motion Number:

Conditions (if any):

Is fee to be reimbursed?





# CITY OF BERKLEY COMMUNITY SPECIAL EVENT HOLD HARMLESS AGREEMENT

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

Organization Name Berkley Holiday Lights Committee  
Address \_\_\_\_\_

City Berkley State Mi Zip 48072 Phone \_\_\_\_\_

Event Name Holiday Lights Parade

Event Location(s) 12 mile, Coolidge, Cummings, Bacon, Rosemont Event Date(s) 12/2/2023

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

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Organization or anyone acting on its behalf in connection with or incidental to this agreement. The Organization shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Organization shall pay:

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

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

Authorized Representative Cinda A Coon Title Chairman  
(Please print)

Signature Cinda Coon Date 9/7/2023

# CITY OF BERKLEY MICHIGAN

## TEMPORARY TRAFFIC CONTROL ORDER

(TCO NUMBER)

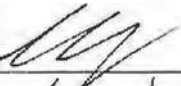
In accordance with the duly adopted Uniform Traffic Code for Cities, Townships, and Villages, the Traffic Engineer hereby issues the following Temporary Traffic Control Order.

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

<b>PROJECT NAME:</b>	Holiday Lights Parade, Petting Zoo, Warming Station, Horse + Carriage Rides		
<b>Location</b>	Parade - 12 mile to City Hall, Petting Zoo + Warming Station - N side of Griffith + 12 mile, Horse + Carriage Rides - Rosemond		
<b>DATE/S/TIMES:</b>	Dec. 2, 2022	Petting Zoo + Warming Station	1pm - 4
	Parade 5:30pm Carriage Rides following parade		
<b>RESPONSIBLE PARTY:</b>			
Name:			
Street Address:			
City/State/ZIP:			
Contact Phone:			
Email address:			

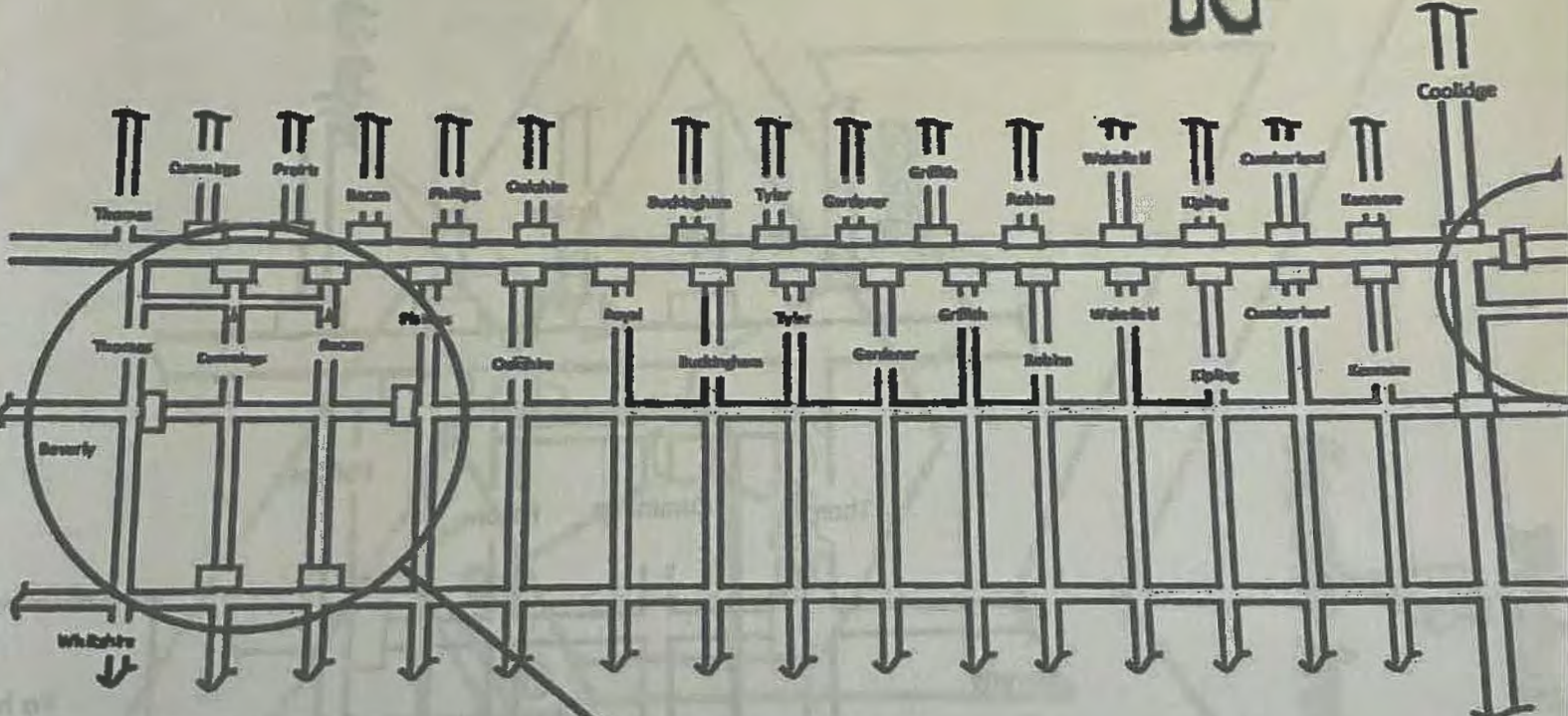
**For Official Use Only:**


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

Approved by: <i>(Print name and title below)</i>	Signature:	Date:
Public Safety		10-2-23
Public Works		10-10-23
<del>Planning</del> Building Official		10-12-23

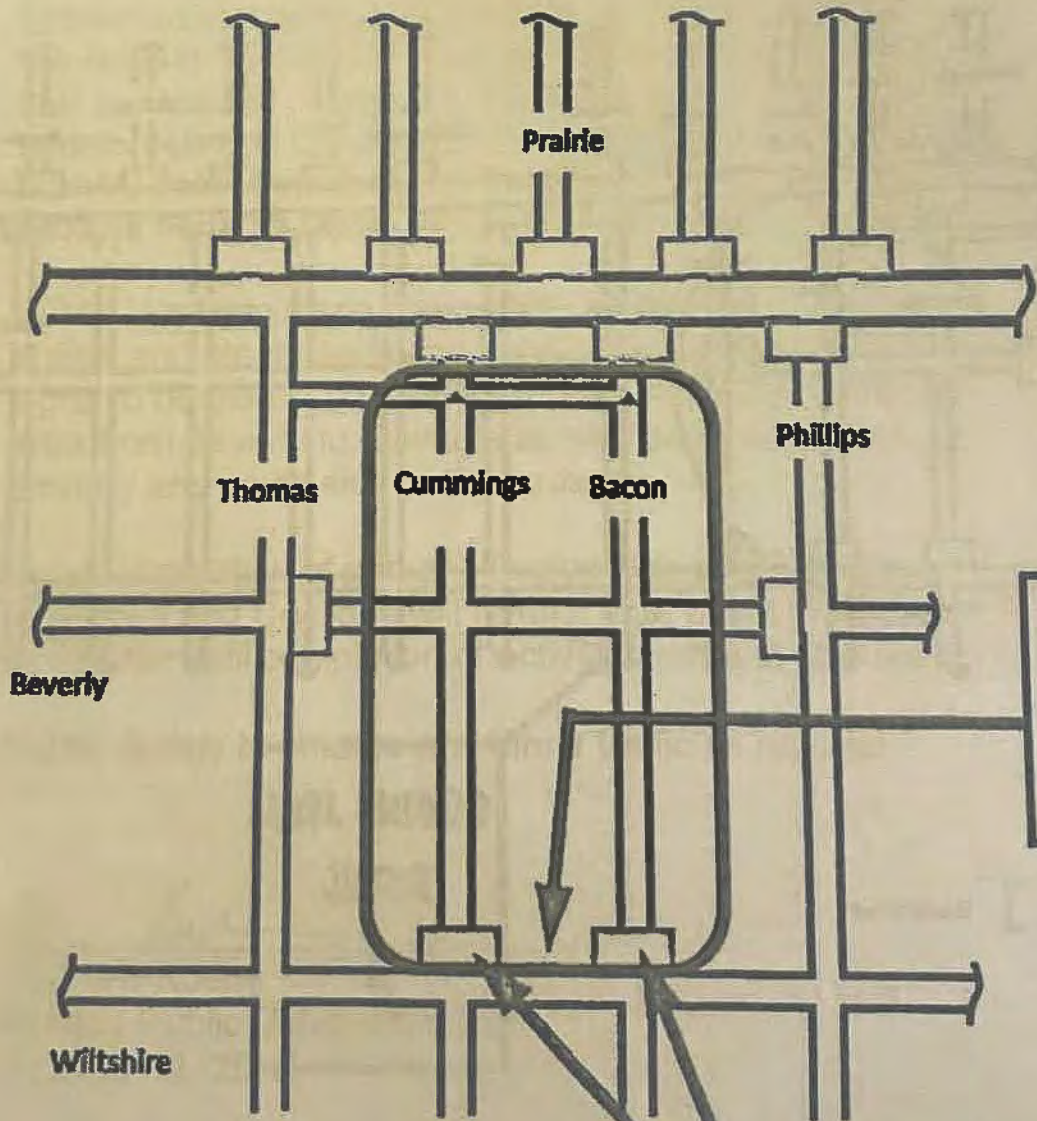
\*\*Original - Traffic Control File

Return copy of completed form to City Clerk's Office



 Barricaded

**STAGING AREA  
DETAIL  
A**



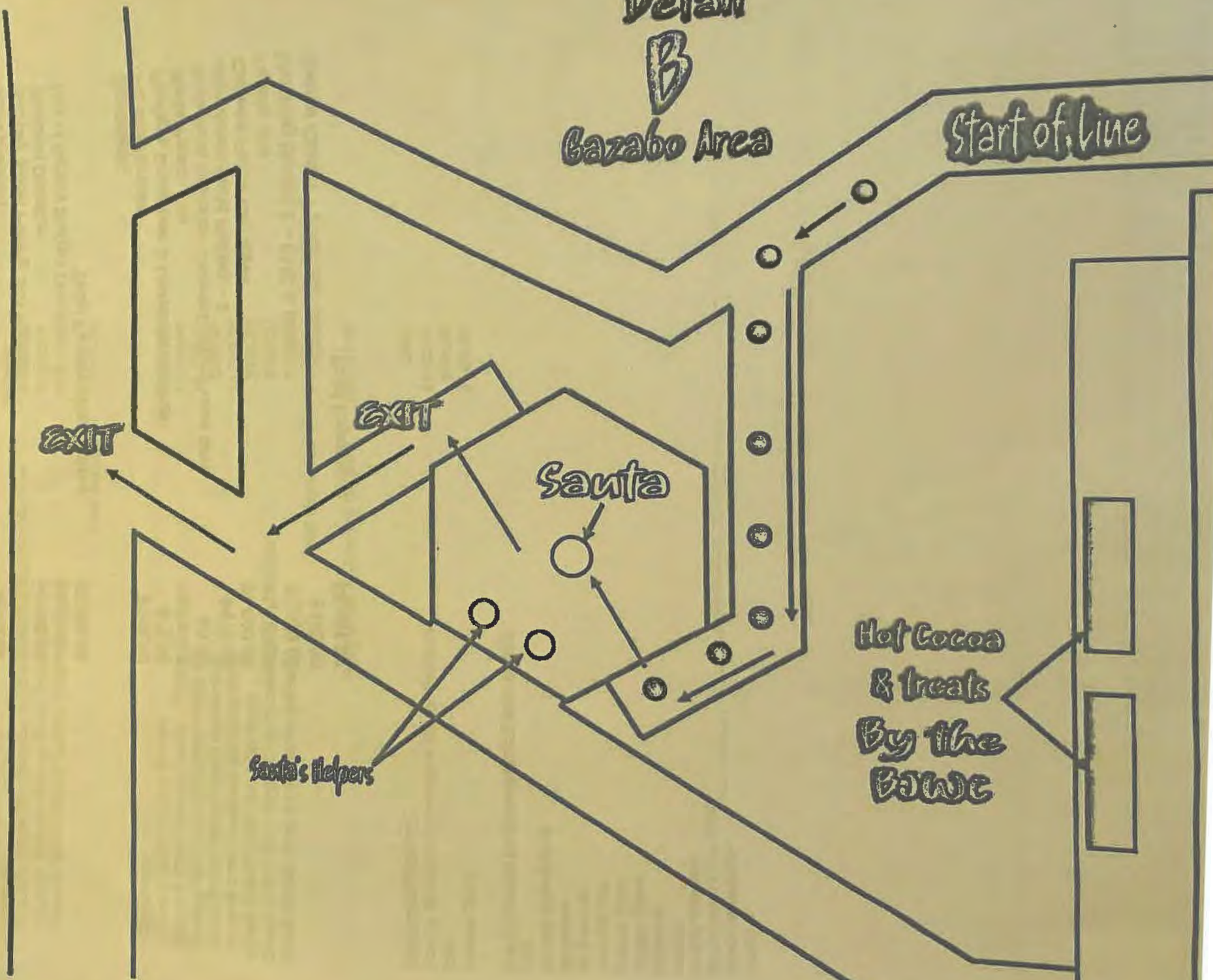
U  
To handle  
trying to

Volunteer Staging D  
At Barricade to guide parade  
their location for line up locat

**Barricades**  
**Cones**



# Detail B Gazabo Area



Start of line

EXIT

EXIT

Santa

Santa's helpers

Hot Cocoa  
& treats  
By the  
PAWE



**CITY OF BERKLEY  
COMMUNITY SPECIAL EVENT  
PERMIT APPLICATION DISPOSITION CHECKLIST**

Event Name: Annual Holiday Tree Lighting Ceremony

Event Date(s) 12/2/2023 Location(s) Gazebo + City Hall Event Hours 4pm - 9pm

**ORGANIZATION:**

Organization Name: <u>Berkley Jr. Women's Club</u>			
Headquarters Street Address:			
City: <u>Berkley</u>	State: <u>mi</u>	Zip Code: <u>48072</u>	Phone:
Website:			

Tax Exempt Status (as defined by the US Internal Revenue Service):  
 Non-Profit  501(c)(3)  N/A  Other (specify) \_\_\_\_\_

The following documents have been submitted:

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

Application reviewed by: Public Safety MBL 10-2-23 Public Works [Signature] 11-10-23

Comments: Planning Building Official [Signature] 10-12-23

<b>Presented to City Council:</b>			
Date: _____	Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO	Organization Notified <input type="checkbox"/> YES <input type="checkbox"/> NO	_____ Date



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

Print Form

# CITY OF BERKLEY, MICHIGAN

## COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: Annual Holiday Tree Lighting Ceremony

**Organization / Contact:**

Name of Organization: Berkley Jr Women's Club Contact's Name: Cinda Coon

Address: \_\_\_\_\_ City: Berkley State/zip: Mi

Telephone: \_\_\_\_\_ 24 Hour Emergency Contact: \_\_\_\_\_

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

Event Location:

If the event involves city streets or sidewalks, include a map showing the location.  
 A petition from affected businesses may be required.

Dates and Hours of Event: Saturday Dec 2, 2023 4pm - 9pm

How many employees or volunteers? All volunteers 10-15

How will site be secured during off-hours? N/A

What type of merchandise will be sold? N/A

If you are selling food, include a copy of your receipt from Oakland County Health Department. N/A

Will there be any electricity outside the building (e.g., extension cords, heaters, lights)?  
 If yes, an electrical inspection by the City will be required after set up and before opening.

Include a Site Plan showing where merchandise will be sold, how pedestrian and vehicular traffic will circulate on the site. N/A

What are your plans for set up and removal?

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

Non-Profit  501.C3  Other (specify)

**include the following documents:**

- Internal Revenue Service tax exempt documentation for the organization.
- Organization's financial report for the preceding fiscal year.
- Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal injury, Bodily Injury, and Property Damage.
- Liquor Liability, \$500,000 per occurrence and \$500,000 aggregate. (if applicable)
- Special Event Hold Harmless Agreement signed by an authorized representative

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

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

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

Cinda Coon  
 Signature of Applicant

9/21/2023  
 Date

## APPROVALS

DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	Yes		10-12-23
Comments:			
Public Safety	Yes		10-2-23
Comments:			
Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:			
Comments:			
Parks/Recreation		N/A	
Comments:			
City Clerk	Yes	Victoria Mitchell	10-2-23
Comments:			
City Manager	Yes		10/4/23
Comments:			

### For City Use Only:

Date Application Received

Receipt Number

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

City Manager's Signature:

Date:

10/4/23

IF APPLICABLE:

Motion Number:

Conditions (if any):

Is fee to be reimbursed?





**CITY OF BERKLEY  
COMMUNITY SPECIAL EVENT  
HOLD HARMLESS AGREEMENT**

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

Organization Name Berkley Jr Women's Club  
 Address \_\_\_\_\_  
 City Berkley State Mi Zip 48072 Phone \_\_\_\_\_  
 Event Name Annual Holiday Tree Lighting Ceremony  
 Event Location(s) Gazebo + City Hall Event Date(s) 12/2/23

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

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Organization or anyone acting on its behalf in connection with or incidental to this agreement. The Organization shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Organization shall pay:

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

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

Authorized Representative Cinda Coon Title President  
(Please print)  
 Signature Cinda Coon Date 9/22/23

# CITY OF BERKLEY MICHIGAN

## TEMPORARY TRAFFIC CONTROL ORDER

\_\_\_\_\_  
(TCO NUMBER)

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

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

<b>PROJECT NAME:</b>	Annual Holiday Tree Lighting Ceremony
<b>Location</b>	City Hall + Gazebo
<b>DATE/S/TIMES:</b>	12/2/23 4pm-9pm

**RESPONSIBLE PARTY:**

Name:

Street Address:

City/State/ZIP:

**For Official Use Only:**

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

Approved by: <i>(Print name and title below)</i>	Signature:	Date:
Public Safety		10-2-23
Public Works		10-10-23
Learning Building Official		10-12-23

\*\*Original – Traffic Control File

Return copy of completed form to City Clerk's Office



## Entity Record Update for BERKLEY JUNIOR WOMEN'S CLUB

This notification is being sent to you as the appointed resident agent.

Please be advised that a new filing has been posted for:

<b>Entity Name:</b>	BERKLEY JUNIOR WOMEN'S CLUB
<b>Date/Time:</b>	8/24/2023 10:44 AM
<b>Filing Type:</b>	2023 ANNUAL REPORT
<b>Filing Number:</b>	223709400230

This message was sent for informational purposes only. If you have any questions, you may contact the Michigan Corporations Division at [CorpsMail@michigan.gov](mailto:CorpsMail@michigan.gov) or by calling (517) 241-6470.

Corporations Division  
Corporations, Securities & Commercial  
Licensing Bureau





MI Corporations... 10:50 AM

To: DEBRA MESKE >



## MI Corporations Division Filing Endorsement

To DEBRA MESKE,

Attached is the filed copy of the ANNUAL REPORT that you have submitted online. The CID and PIN required to sign in the online filing system of the entity are as follows.

**ENTITY NAME:** BERKLEY JUNIOR WOMEN'S CLUB

**ID:** [800786614](#)

**CID:** [REDACTED]

**PIN:** [REDACTED]

Please keep the CID and PIN in a safe place, and do not share it with anyone that does not have authority to submit documents on behalf of the entity.

Sincerely,

**Corporations Division  
Corporations, Securities &  
Commercial Licensing Bureau**



## **2022 Parade Treasurer's Report Year End Summary**

### **Income:**

Berkley Chamber Donation	\$1,000.00
DDA Donation	\$500.00
Blarney Stone: Petting Zoo Sponsor	\$800.00
Resident Donation	\$50.00
City of Berkley Budget Donation	\$5,000.00
BHWYA Donation	\$100.00
<b>Total Income:</b>	<b>\$7,450.00</b>

### **Expenses:**

PO Box Renewal	\$182.00
Postage for mailings	\$58.00
Check Re-order Cost	\$26.41
Santa Parade Fee	\$500.00
Eagle Rock Insurance: Donated, approx value \$600	\$0.00
Jays Septic Porta Potties – 2	\$0.00 (No bill received?)
Camelot Farms Carriages	\$1,000.00
Petting Zoo	\$1,610.00
Marching Bands( 3 – BHS, Oak Park & Sfld)	\$2,400.00
Banner Carriers / Volunteer Groups	\$310.00
<b>Total Expenses:</b>	<b>\$6,086.41</b>



# CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

## MEMORANDUM

**To:** City Council

**From:** Kristen Kapelanski, Community Development Director

**Subject:** Repeal of Section 106-42 of the City Code: First Reading

**Date:** October 11, 2023

---

Staff is proposing to repeal Section 106-42 of the City Code, which regulates Outdoor Seating. In the spring of this year, the Planning Commission and City Council adopted amendments to the Zoning Ordinance regulating outdoor seating and staff has created a process for the administration and enforcement of those provisions. Section 106-42 of the City Code includes outdated provisions that are no longer applicable because of these earlier Zoning Ordinance amendments.

---

AN  
ORDINANCE  
of the City Council of the City of Berkley, Michigan to Repeal Section 106-42, Outdoor Seating, in Chapter 106, Streets, Sidewalks and Other Public Places of the City of Berkley Code of Ordinances to remove references to outdoor seating in the City Code as standards have been incorporated into the Zoning Ordinance.

**THE CITY OF  
BERKLEY ORDAINS:**

**SECTION 1:** Section 106-42 of Chapter 106 of the Berkley City Code is repealed:

**~~Sec. 106-42. Outdoor Seating~~**

- ~~a) *Benches.* Benches, planters and similar incidental furniture may be placed on the public right of way. The furniture shall not protrude more than three feet into the public right of way and shall not exceed four feet in height. No advertising on such furniture shall be permitted. All furniture shall be maintained in good condition.~~
- ~~b) *Sidewalk café.* Café seating within the public right of way shall be subject to the standards and review procedures set for in Chapter 138 Zoning, Article V District Regulations, Division 7 LB Local Business District, Section 138-408 Special Uses. Café seating within the public right of way shall be prohibited between November 1 and March 31. Café seating shall be subject to an annual renewal process.~~

**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, October 16, 2023.

Adopted on the Second Reading at the Regular City Council Meeting on \_\_\_\_\_ .

\_\_\_\_\_  
Bridget Dean, Mayor

Red, strikethrough text is proposed to be deleted: ~~example~~  
Blue underlined text is proposed to be inserted: example

Attest:

---

Victoria Mitchell, City Clerk

DRAFT

Red, strikethrough text is proposed to be deleted: ~~example~~  
Blue underlined text is proposed to be inserted: example





# CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

## MEMORANDUM

**To:** City Council

**From:** Kristen Kapelanski, Community Development Director

**Subject:** Proposed Amendments to Chapter 26 of the City Code: First Reading

**Date:** October 11, 2023

---

Proposed are amendments to Chapter 26 of the City Code regulating Building Activities. Section 26-2 has been amended to clarify that the City assumes responsibility for the administration and enforcement of all provisions in this chapter and that the City is able to issue civil infractions and citations for violations. A section has been added (Section 26-3) to clarify that the City will collect fees for the administration and enforcement of this chapter. Lastly, Section 26-337 has been amended to clarify that topographic surveys are only required in instances where the footprint of a structure is increasing by 300 square feet or greater, as opposed to the structure's gross area.

---

AN  
ORDINANCE  
of the City Council of the City of Berkley, Michigan to Amend Section 26-2, and Add  
Section 26-3 in Chapter 26, Building and Building Regulations, of the City of Berkley  
Code of Ordinances to clarify the application of Sec. 26-2 to the entire Chapter 26, to  
require fees for inspections, reviews, permits, and certificates and to clarify the  
application of Sec. 26-337.

**THE CITY OF  
BERKLEY ORDAINS:**

**SECTION 1:** Section 26-2 of Chapter 26 of the Berkley City Code is amended, as follows:

**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 ~~chapter 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 ~~chapter article~~ and to issue municipal civil infraction 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.

**SECTION 2:** Section 26-3 of Chapter 26 of the Berkley City Code shall be amended, as follows:

**Sec. 26-3. Fees.**

Fees for inspections, reviews and issuance of permits or certificates or copies thereof required or issued under the provisions of this chapter will be collected by the city in advance of issuance. The amount of such fees will be established by resolution of the city council.

**SECTION 3:** Section 26-337 of Chapter 26 of the Berkley City Code shall be amended, as follows:

**Sec. 26-337. Topographic Survey.**

- a) *Required.* Prior to issuance of a permit for any addition to a residential principal building ~~exceeding that increases the existing footprint of the residential principal building by~~ 300 square feet ~~or greater~~ or any addition to an attached or detached structure accessory to a residential principal building ~~that exceeds that increases the existing footprint of an accessory structure by~~

Red, strikethrough text is proposed to be deleted: ~~example~~

Blue underlined text is proposed to be inserted: example

300 square feet or greater or ~~increases the existing footprint of an accessory structure~~ by more than 50 percent, the owner and/or building contractor must submit a topographic survey to the community development department to establish existing grades. New attached or detached accessory structures 300 square feet or less or that do not increase the existing footprint of an accessory structure by more than 50 percent are not required to submit a topographic survey. Additions to a residential principal building less than 300 square feet are not required to submit a topographic survey. The topographic survey must be signed and sealed by a licensed engineering, surveyor or architect.

The existing drainage of a property cannot be altered so as to obstruct, impede, accelerate, channel or concentrate the flow of storm or surface water onto an adjacent property.

- b) *Contents.* The topographic survey must depict one-half foot contours of the area, shall be on a scale of a least one-inch equals 10 feet and shall show all property and structures within 25 feet of the property for which the permit is being sought. Specifically, the survey must include the following:
- 1) Existing grades and elevations at each lot corner and grade change points;
  - 2) Confirmation that a Design MISS DIG ticket has been requested and processed by noting the ticket number of the plan.

### **SECTION 3: 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 4: Penalty**

All violations of this ordinance shall be municipal civil infractions and upon 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 5: Effective Date**

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

### **SECTION 6: 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 Berkeley City Charter.

Introduced on the First Reading at the Regular City Council Meeting on Monday, October 16, 2023.

Adopted on the Second Reading at the Regular City Council Meeting on \_\_\_\_\_ .

Red, strikethrough text is proposed to be deleted: ~~example~~  
Blue underlined text is proposed to be inserted: example

---

Bridget Dean, Mayor

Attest:

---

Victoria Mitchell, City Clerk

DRAFT

Red, ~~strikeout~~ text is proposed to be deleted: ~~example~~  
Blue underlined text is proposed to be inserted: example