

**CITY OF BERKLEY PUBLIC NOTICE  
REGULAR CITY COUNCIL MEETING  
Monday, November 20, 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. **RESOLUTION NO. R-24-23**: Matter of approving a resolution recognizing Mike Dooley for his service to the Council of the City of Berkley, Michigan.

***Regular Agenda***

1. **RECOGNITIONS/PRESENTATIONS**: Matter of any recognitions or presentations from the Consent Agenda.
2. **SWEARING-IN CEREMONY**: Newly [elected members of the Council](#) to be given Oaths of Office by the City Clerk:
  - Mayor Bridget Dean
  - Councilmember Clarence Black
  - Councilmember Ross Gavin
  - Councilmember Gregory Patterson

**ADJOURN**

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**CALL 40<sup>th</sup> COUNCIL TO ORDER  
APPROVAL OF AGENDA  
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 16, 2023 and Special City Council meeting on October 30, 2023.
2. **WARRANT**: Matter of [approving Warrant No. 1392](#).
3. **ORDINANCE NO. O-10-23**: Matter of [considering the Second Reading](#) and Adoption 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.
4. **ORDINANCE NO. O-11-23**: Matter of [considering the Second Reading](#) and Adoption 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.
5. **MOTION NO. M-76-23**: Matter of [approving the Oakland County Assessor's contract](#) renewal.

**Regular Agenda**

1. **RECOGNITIONS/PRESENTATIONS:** Matter of any recognitions or presentations from the Consent Agenda.
2. **PRESENTATION:** Matter of presenting Berkley Department of Public Safety Civilian Citations to Berkley Department of Public Works employees Brian LaPine, John Beach, and Brad Daugherty, who may have saved two lives after warning the residents their home was on fire.
3. **PRESENTATION:** Matter of receiving the Accreditation Certificate from the Michigan Law Enforcement Accreditation Commission (MLEAC), which is an independent organization under the Michigan Association of Chiefs of Police. The MLEAC Accreditation was awarded after a hearing on Wednesday, September 27, 2023, in Mt. Pleasant, Michigan.
4. **MOTION NO. M-77-23:** Matter of [appointing Mayor Pro Tem](#) from November 2023 until November 2025.
5. **RESOLUTION NO. R-25-23:** Matter of [designating the time and place](#) of City Council Meetings and its Rules and Order of Procedure.
6. **MOTION NO. M-78-23:** Matter of [receiving and adopting the FY 2023-2026 Strategic Plan](#).
7. **MOTION NO. M-79-23:** Matter of [approving a proposal from Hubbell, Roth, and Clark](#) for combined sewer system planning assistance for a not-to-exceed amount of \$34,200. This work is eligible for reimbursement on a one-to-one basis under the recently awarded Oakland County Critical Infrastructure Grant Program.
8. **MOTION NO. M-80-23:** Matter of [authorizing the City Manager to approve the proposal](#) from Hubbell, Roth & Clark to provide professional services to update the City's Engineering Design Standards at a cost of \$16,145.58. Funds from this expenditure will come from accounts 101-701-817-000, 592-536-821-000, 202-464-821-010 and 203-464-821-010.
9. **MOTION NO. M-81-23:** Matter of [authorizing the City Manager to execute](#) a contract for Senior Home Chore Snow Removal Service with Luxury Lawn and Snow LLC, 28240 Farmington Road, Farmington Hills, MI 48334. \$3,500 will be paid from account 275-902-818-046 and the remaining expenses being paid from account 211-752-818-000.
10. **MOTION NO. M-82-23:** Matter of [appointing members to boards and commissions](#).
11. **ORDINANCE NO. O-12-23:** Matter of [considering the First Reading of an ordinance](#) of the City Council of the City of Berkley, Michigan to amend Chapter 66, Article II, Library Board of the City of Berkley Code of Ordinances.
12. **ORDINANCE NO. O-13-23:** Matter of [considering the First reading of an ordinance](#) of the City Council of the City of Berkley, Michigan to amend Article VII, Construction/Demolition Site Standards, Sections 106-303 and 106-304 of Chapter 106 Streets, Sidewalks and other Public Places, to Modify the Standards for Construction/Demolition Sites and to Prescribe a Penalty for Violations.
13. **ORDINANCE NO. O-14-23:** Matter of [considering the First reading of an ordinance](#) of the City Council of the City of Berkley, Michigan to add new Article VIII, Parklets, to Chapter 106, Streets, Sidewalks and Other Public Places, of the Berkley City Code to Allow greater variety of outdoor service options to Berkley food service establishments of the Berkley City Code by authorizing and regulating conversion and use of underutilized on-street parking spaces.
14. **ORDINANCE NO. O-15-23:** Matter of [considering the First reading of an ordinance](#) of City Council of the City of Berkley, Michigan to add new Article XVIII, Retail Pet Store, to Chapter 30, Businesses, of the Berkley City Code to Require an existing Retail Pet Store to Obtain an Annual License From the City; to Prescribe License Requirements and Conditions; and to Repeal Article XVII, Retail Dog and Cat Sales Temporary Moratorium, of Chapter 30 of the Berkley City Code.

**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 16, 2023 BY MAYOR DEAN**

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

**OTHER STAFF PRESENT:**

City Manager Matt Baumgarten  
City Attorney John Staran  
City Clerk Victoria Mitchell  
Department of Public Works Director Shawn Young  
Community Development Director Kristen Kapelanski

**APPROVAL OF AGENDA**

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

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT**

Joshua Hunter, Berkley, read a letter signed by himself, Michael Wiacek and Greg DuRoss regarding the city budget and suggested corrective measures.

Carla Osborne, Berkley, discussed a packet previously sent to Council. The packet is in regards to a customer that purchased a dog from Puppygram on Woodward that became ill within 24 hours of purchase. The purchaser provided the documentation and what she has been going through; she said she wanted to provide it to Council in support of an ordinance requiring transparency. She said they want to make sure if this business is here, it is here in good standing. She said Puppygram said they sold her a sick dog; they said they would pay her bills if she signed an NDA.

Courtney Wooten, Berkley, said that mid-February we all got wind of what is going on at Puppygram. It was said maybe we should pump the breaks and that this is not urgent. She disagrees. She said the responsibility to require transparency is falling on us. She asked how many months are we in during which nothing has been done to address the existing business.

**CONSENT AGENDA:**

Councilmember Patterson 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, October 2, 2023.

**WARRANT:** Matter of approving Warrant No. 1391.

**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.

**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.

**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.

**PROCLAMATION P-33-23:** Matter of proclaiming November 2023 as Native American Heritage Month.

**PROCLAMATION P-34-23:** Matter of proclaiming November 2023 as Men's Health Awareness Month.

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

### **Regular Agenda**

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

None

**PRESENTATION:** Matter of receiving a presentation on the 2022-2023 Community Development Department Annual Report.

Community Development Director Kristen Kapelanski said she wanted to hit a few of the highlights of the Community Development Department report. She said that 10 code amendments have been passed; two were the implementation of the design guidelines so the Planning Commission can use those moving forward and the development of a residential grading ordinance that has received no complaints so far. Regarding the zoning ordinance rewrite: the steering committee, made up of various members of the board and commission, has met six times so far. Carlisle Wortman & Associates is helping throughout the process. Encouraged anyone at home who would like to review those packets to please visit the Rebuilding Berkley zoning ordinance on the Community Development page to see all of the information that the steering committee gets. There will be several community engagement sessions in January, every week will be a different topic regarding zoning; that is expected to be completed in the summer or fall of 2024. Permits and inspections are on par with previous years, if a little bit up; we've been able to maintain the status quo there. In conjunction with the DDA, a parking study was completed which included a number of implementation recommendations that the staff committee is now working with and moving forward. We completed an overhaul of the Building and Planning fee updates that included looking at every single fee and making numerous adjustments. Added a zoning administrator position and now have a licensing clerk as well. She highlighted a few things upcoming in the next fiscal year: they are looking to hire a building official, parking study implementation will be moving forward, the sign ordinance is being rewritten in conjunction with the zoning ordinance and lastly, they hope to move to the BS&A online permitting system. She said she was happy to answer any questions.

Mayor Dean said she knows the BS&A online permitting component is very important in moving the department forward.

Hennen asked if there was any timeline on when BS&A online components will be available. Kristen explained that they are meeting with BS&A next month to make sure that the internal system is set up to easily transition over to an external-facing system. She said she is hoping to get done with that step at the end of November, and they can then put us in the queue for a springtime installation.

Councilmember Patterson thanked her and the department for the report and all that they do. He asked her to please pass along his thanks.

Councilmember Baker echoed Councilmember Patterson's appreciation of the work the department does. He said in addition to the great work she does the report is also of high quality; it was well-organized, easy to read and made it easy to be awash in all the cool things that are happening.

**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.

Councilmember Hennen moved to approve Motion No. M-75-23

Seconded by Councilmember Baker

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

Nays: None

Motion No. M-75-23 Approved.

**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.

Councilmember Patterson moved to approve Resolution No. R-23-23

Seconded by Mayor Pro Tem Gavin

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

Nays: None

Resolution R-23-23 Approved.

**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.

Councilmember Hennen moved to approve Ordinance No. O-10-23

Seconded by Mayor Pro Tem Gavin

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

Nays: None

Ordinance O-10-23 Approved.

**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.

Councilmember Patterson moved to approve Ordinance No. O-11-23

Seconded by Councilmember Baker

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

Nays: None

Ordinance O-11-23 Approved.

Community Development Director Kapelanski clarified the agenda item should have read "to amend the application of Sec. 26-337."

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

Councilmember Vilani moved to go into Closed Session

Seconded by Councilmember Baker  
Ayes: Dooley, Gavin, Hennen, Patterson, Vilani, Baker, and Dean  
Nays: None  
Moving into Closed Session Approved.

## **COMMUNICATIONS**

### **MAYOR PRO TEM GAVIN**

- Environmental Advisory Committee meets October 17<sup>th</sup> at 6:30 pm in the second-floor conference room of the Public Safety building.
- Parks & Recreation Advisory Board had a great meeting last week; Director Theresa McArleton gave a programmatic update, an update around capital projects, long-term project planning ideas and goals and efforts around securing recreational grants. The next meeting will be on the 14<sup>th</sup> of December at 7pm in the Community Center.

### **COUNCILMEMBER VILANI**

- No updates from the Citizen's Engagement Advisory Committee or the Technology Advisory Committee. Those meeting will resume now that Communications Director Flora is in place, she's excited about that.
- From the Berkley Area Chamber: the next Chamber Chat will be on Friday October 20<sup>th</sup> at 8:30 am at the office of Missy Bean LMSW. Registration is not required.
- State of the Cities is coming up on Friday, October 27<sup>th</sup> at 9 am at the Berkley High School Collaborative Center. Make sure to register and get tickets; 2023 honorees include "Person of the Year" Roseann Nicolai and "Business of the Year" Woodward Corner Market. You won't want to miss this!

### **COUNCILMEMBER DOOLEY**

- The Library Board meets Wednesday at 7 pm at the Library. Come one, come all!
- The Beautification Advisory Committee meets on October 25<sup>th</sup> on the second floor of the Public Safety building at 6:30 pm.

### **COUNCILMEMBER PATTERSON**

- Planning Commission will meet on October 24<sup>th</sup> in Council chambers.

### **COUNCILMEMBER HENNER**

- The Tree Board will meet on October 23<sup>rd</sup>; they will have guest speaker Robert Miller from the Michigan Department of Agriculture and Rural Development to give an update on the spotted lantern fly, which is starting to come into our area and is a threat to many of the tree species we have in Berkley.
- The Zoning Ordinance Re-write Steering Committee is meeting on November 1<sup>st</sup>; they'll be discussing signs.
- The Zoning Board of Appeals will hear a case on a dimensional variance on November 13<sup>th</sup>.

### **COUNCILMEMBER BAKER:**

- Hello and welcome to the beautiful fall colors that are starting to take hold here in Berkley.
- The Downtown Development Authority met on October 11<sup>th</sup>; they thanked Council for their action with the Coolidge Crosswalk Improvement Program which was approved. A mural application for the law office of Rachel Pinch at 2790 Coolidge, just south of Franklin, was also approved.
- Witches' Night Out was a great success; kudos to all who hosted and participated in the wonderful evening. Upcoming events include the Ghost Chase on October 20<sup>th</sup>, Trick or Treat Stroll and Monster Mash Extravaganza which are both on October 28<sup>th</sup> on Coolidge.
- For more information about our downtown, visit [downtownberkley.com](http://downtownberkley.com)

- The Historical Committee met on Tuesday, October 3<sup>rd</sup>. This past weekend on Saturday the 14<sup>th</sup>, the Michigan historical marker commemorating 100 years of Berkley as a village was unveiled as well as a time capsule which is now embedded within the museum walls. Mark your calendars because you're all invited to the grand reopening event on October 14<sup>th</sup>, 2123.
- Visitors are always welcome to the museum; the museum is open from 10 am–1 pm on Wednesdays and 2 pm–4 pm on Sundays. You can visit them online at [berkeleyhistory.com](http://berkeleyhistory.com)
- Paula Cran once said, "The farther we've gotten from the magic and mystery of our past the more we've come to need Halloween." A couple of quick fun facts on Halloween: the holiday dates back more than 2000 years, it started as a pre-Christian Celtic festival called Samhain which means Summer's End; trick-or-treating has existed since Medieval Times so taking candy from strangers on one night a year isn't a new or uniquely American tradition, back then it was known as guising in Scotland and Ireland; immigrants helped popularize the holiday in the US when the Irish fled the potato famine that devastated their country in the 1840s they brought their Halloween traditions with them here to America; it hasn't always been sweet, sugar rationing during WWI paused trick-or-treating but after the rationing ended it was all systems go for the candy collecting extravaganza. Stay safe and enjoy the festivities.
- Please hug someone you love.

#### **CITY MANAGER MATT BAUMGARTEN**

- The October 17<sup>th</sup> session of the Mayors' Academy will not take place; we've had five sessions already, covering finance topics as well as Public Works, Public Safety, the Clerk's Office, Community Development and the Downtown Development Authority. The sessions left will be covering finance questions with Plante Moran, the Parks & Recreation department, the City Manager's Office and the Library. Members will then turn to their capstone project, making and defending recommendations. They will submit their views on how they would put together the city's budget. He thanked applicants who came with an open mind; public work is not for the faint of heart. He thanked Council and staff and department members. He said he looks forward to taking some lessons back and learning how to make improvements for the future.

#### **CITY ATTORNEY JOHN STARAN**

- No updates.

#### **MAYOR DEAN**

- The Berkley Historical Committee put on a lovely celebration in honor of Berkley's 100 years as a village. Her biggest takeaway is that when you mark a moment in time it allows you to take stock how far you've come and the direction that we are continuing to move in. Although opportunities and challenges change over time, the common threads of what makes Berkley so special have remained the same. She said she would be remiss to fail to mention former Mayor Maybelle Fraser and Shirley McLellan for all the hard work they contributed in the past to preserving Berkley history. She also thanked Susan Richards and Jeffery Tong and the current Committee as well as the volunteers who are working year-round to keep Berkley's history alive.
- Gave a shoutout to the DPW department, Brian LaPine, John Beach, and Brad Daughtery, who discovered a basement fire. The three workers got the family out of the home and called 911, saving their lives. Kudos to Brian, John, and Brad for not hesitating to jump in and save the day when necessary.

#### **ADJOURNMENT:**

Councilmember Patterson moved to adjourn the Regular Meeting at 7:49 p.m.

Seconded by Councilmember Vilani

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

Nays: None



Motion Approved.

**THE CLOSED SESSION OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN  
WAS CALLED TO ORDER AT 7:54 PM ON MONDAY, OCTOBER 16, 2023 BY MAYOR DEAN**

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

**OTHER STAFF PRESENT:**  
City Manager Matt Baumgarten  
City Attorney John Staran  
City Clerk Victoria Mitchell  
Community Development Director Kristen Kapelanski

Confidential attorney/client privileged communications were discussed.

**ADJOURNMENT:**

Councilmember Patterson moved to adjourn the Closed Session Meeting at 10:43 p.m.  
Seconded by Councilmember Vilani  
Ayes: Patterson, Vilani, Baker, Dooley, Gavin, Hennen, and Dean  
Nays: None  
Motion Approved.

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

**ATTEST:**

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

**THE SPECIAL MEETING OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN  
WAS CALLED TO ORDER AT 5 PM ON MONDAY, OCTOBER 30, 2023 BY MAYOR DEAN**

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

**OTHER STAFF PRESENT:**  
City Manager Matt Baumgarten

**APPROVAL OF AGENDA**

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

**PUBLIC COMMENT:**

None

**CLOSED SESSION:** Matter of considering whether to meet in closed session to consider the City Manager's periodic performance evaluation.  
Councilmember Patterson moved to enter into closed session  
Seconded by Councilmember Baker  
Ayes: Gavin, Hennen, Patterson, Vilani, Baker, and Dean  
Absent: Dooley  
Nays: None  
Motion Approved.

**THE CLOSED SESSION OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN  
WAS CALLED TO ORDER AT 5:02 PM ON MONDAY, OCTOBER 30, 2023 BY MAYOR DEAN**

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

**OTHER STAFF PRESENT:**

City Manager Matt Baumgarten

The city manager's periodic performance evaluation took place.

***ADJOURNMENT OF CLOSED SESSION:***

Mayor Pro Tem Gavin moved to adjourn the Closed Session at 6:03 p.m.

Seconded by Councilmember Baker

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

Absent: Dooley

Nays: None

Motion Approved.

***ADJOURNMENT:***

Councilmember Patterson moved to adjourn the Special Meeting at 6:04 p.m.

Seconded by Councilmember Vilani

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

Absent: Dooley

Nays: None

Motion Approved.

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Bridget Dean, Mayor

***ATTEST:***

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Victoria Mitchell, City Clerk



CITY OF BERKLEY  
CHECK WARRANT  
#1392  
OCTOBER 2023

Check Date	Check #	Payee	Description	Amount
10/09/2023	73519	SABO PR	CONTRACTUAL SERVICES	<b>33,172.55</b>
10/12/2023	73520	21ST CENTURY MEDIA - MICHIGAN	ADVERTISING	117.33
			ADVERTISING	381.28
				<b>498.61</b>
10/12/2023	73521	27799 WOODWARD LLC	BD21-0016 - PB21-0250	1,000.00
			BD21-0015 - PB21-0249	1,000.00
			BD17-0032 - PB17-0314	1,000.00
				<b>3,000.00</b>
10/12/2023	73522	27799 WOODWARD LLC	BD21-0014 - PB21-0248	<b>1,000.00</b>
10/12/2023	73523	ALLIANCE MOBILE HEALTH	BLOOD DRAWS	<b>312.00</b>
10/12/2023	73524	AMAZON CAPITAL SERVICES	STATIONARY	39.34
			EQUIPMENT SUPPLIES	33.98
			OFFICE SUPPLIES	95.84
			SUPPLIES	191.62
			RANGE/TRAINING SUPPLIES	54.86
			VEHICLE EQUIPMENT	133.79
			OFFICE SUPPLIES	2.34

			VEHICLE SUPPLIES	218.43
			STATIONARY	17.19
			OFFICE SUPPLIES	2.33
			EQUIPMENT	364.85
				<b>1,154.57</b>
10/12/2023	73525	AT&T	CONTRACTUAL SERVICES	<b>164.41</b>
10/12/2023	73526	AT-LESS DRAIN CLEANING	BBP23-0041 - PUT23-0121	<b>5,000.00</b>
10/12/2023	73527	ATLAS HOME IMPROVEMENT	PLUMBING PERMITS	<b>40.50</b>
10/12/2023	73528	ATOMIC CLEANING SYSTEMS, LLC	VEHICLE SUPPLIES	<b>102.82</b>
10/12/2023	73529	AXON ENTERPRISE, INC.	EQUIPMENT	<b>102,237.97</b>
10/12/2023	73530	BASIC	CONSULTANT	<b>85.99</b>
10/12/2023	73531	BELL EQUIPMENT COMPANY	VEHICLE SUPPLIES	<b>4,019.37</b>
10/12/2023	73532	BERKLEY AREA CHAMBER OF COMMERCE	COMMUNITY EVENTS	<b>600.00</b>
10/12/2023	73533	BIG D LOCK CITY	BUILDING MAINTENANCE	150.00
			PROGRAM SUPPLIES	34.96
				<b>184.96</b>
10/12/2023	73534	BISON PLUMBING INC.	BSW23-0034 - PUT23-0131	<b>500.00</b>

10/12/2023	73535	BLUE CROSS BLUE SHIELD OF MICH	ACCRUED HEALTH CARE	<b>153,270.83</b>
10/12/2023	73536	BRENDEL'S SEPTIC TANK SERVICE, LLC	CONTRACTUAL SERVICES	<b>175.00</b>
10/12/2023	73537	BRIAN ALIMOV	BBP22-0059 - PSW22-0190	<b>5,000.00</b>
10/12/2023	73538	BRIAN GOTHARD	FUEL & OIL	<b>84.00</b>
10/12/2023	73539	CAMELOT CLEANERS	PRISONER BOARD	<b>142.45</b>
10/12/2023	73540	CARDCONNECT	CONTRACTUAL SERVICES	<b>25.00</b>
10/12/2023	73541	CARLISLE / WORTMAN	BUILDING ESCROW-PLAN REVIEWS	322.50
			CONSULTANT	1,197.50
			CONTRACTUAL SERVICES	3,602.50
				<b>5,122.50</b>
10/12/2023	73542	CDW GOVERNMENT, INC.	VEHICLE SUPPLIES	<b>530.19</b>
10/12/2023	73543	CINTAS	BUILDING MAINTENANCE	<b>313.47</b>
10/12/2023	73544	CMNTV	CABLE PRODUCTION	<b>1,265.00</b>
10/12/2023	73545	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES	1,692.00
				22,835.00
				53,356.00
				<b>77,883.00</b>

10/12/2023	73546	CONTRACTORS CLOTHING CO.	UNIFORMS	148.50
			UNIFORMS	<b>25.18</b>
			UNIFORMS	1,444.88
			UNIFORMS	5,800.00
				<hr style="border-top: 1px dashed black;"/>
				<b>7,418.56</b>
10/12/2023	73547	CONTRACTORS CONNECTION	EQUIPMENT	<b>1,015.00</b>
10/12/2023	73548	CREGGER PLUMBING	BBP23-0040 - PUT23-0119	<b>5,000.00</b>
10/12/2023	73549	CUMMINS SALES AND SERVICE	BUILDING MAINTENANCE	<b>892.79</b>
10/12/2023	73550	DANIEL SCHEWE	SUPPLIES	<b>70.13</b>
10/12/2023	73551	DELANG FLUID POWER, INC.	VEHICLE SUPPLIES	<b>177.84</b>
10/12/2023	73552	DELTA COLLEGE	PROFESSIONAL DEVELOPMENT	<b>575.00</b>
10/12/2023	73553	DETROIT SALT COMPANY	PROGRAM SUPPLIES	4,062.64
			PROGRAM SUPPLIES	1,741.14
				<hr style="border-top: 1px dashed black;"/>
				<b>5,803.78</b>
10/12/2023	73554	DONALD VENSEL	BT23-0012 - PTU23-0013	<b>100.00</b>
10/12/2023	73555	DOUBLE HAUL SOLUTIONS	CONSULTANT	<b>1,748.75</b>

10/12/2023	73556	DURST LUMBER CO	SUPPLIES	4.59
			PROGRAM SUPPLIES	20.98
			EQUIPMENT SUPPLIES	15.98
				<b>41.55</b>
10/12/2023	73557	DURST LUMBER/ACE HARDWARE	MAINTENANCE SUPPLIES	<b>129.71</b>
10/12/2023	73558	EJ USA, INC.	EQUIPMENT	<b>4,837.53</b>
10/12/2023	73559	EMILIE RIVARD	PROGRAM SUPPLIES-CONTRIBUTIONS - LIBRARY	<b>150.00</b>
10/12/2023	73560	EQUATURE	OFFICE EQUIPMENT MAINTENANCE	<b>5,357.00</b>
10/12/2023	73561	ERC-LED, LLC	LAND IMPROVEMENTS	<b>4,002.33</b>
10/12/2023	73562	EVA MITCHELL	PART TIME EMPLOYEES	<b>247.50</b>
10/12/2023	73563	FERGUSON ENTERPRISES LLC #3326	EQUIPMENT	<b>98.95</b>
10/12/2023	73564	FERGUSON WATERWORKS #3386	EQUIPMENT	<b>2,132.23</b>
10/12/2023	73565	FRANKS LANDSCAPING & SUPPLIES LLC.	FLOWER BASKET PROGRAM	<b>2,584.17</b>
10/12/2023	73566	GDI SERVICES INC.	CUSTODIAL SERVICES	416.61
			CUSTODIAL	425.80
			CUSTODIAL SERVICES	65.34
			CUSTODIAL SERVICES	400.34
			CUSTODIAL SERVICES	313.20



			CUSTODIAL	65.34
				<b>1,686.63</b>
10/12/2023	73567	GREENFIELD TRUST	BD22-0007 - PB22-0434	<b>1,000.00</b>
10/12/2023	73568	HAFELI, STARAN, & CHRIST, P.C.	CITY ATTORNEY	<b>6,133.50</b>
10/12/2023	73569	HARRISON PORTER	PROFESSIONAL DEVELOPMENT	<b>20.00</b>
10/12/2023	73570	HENRY FORD @ WORK	MEDICAL EXPENSES	214.00
			PUBLIC SAFETY MEDICAL EXPENSES	1,043.00
			MEDICAL EXPENSES	172.00
			MEDICAL EXPENSES	463.00
				<b>1,892.00</b>
10/12/2023	73571	HENRY FORD HEALTH SYSTEM	CONSULTANT	<b>725.00</b>
10/12/2023	73572	HYDROCORP	CROSS CONNECTIONS	<b>1,658.00</b>
10/12/2023	73573	IAN KINDER LLC	CONTRACTUAL SERVICES	<b>175.00</b>
10/12/2023	73574	IDENTISYS	SUPPLIES	<b>681.21</b>
10/12/2023	73575	IMMEDIATE CONTRACTOR SERVICES	BBP23-0015 - PUT23-0065	<b>5,000.00</b>
10/12/2023	73576	INTERSTATE BILLING SERVICE	VEHICLE SUPPLIES	690.79
			VEHICLE MAINTENANCE	1,115.51
				<b>1,806.30</b>

10/12/2023	73577	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	20,849.20
			CONTRACTUAL SERVICES	14,933.80
				<b>35,783.00</b>
10/12/2023	73578	JAMES SWIFT CONSTRUCTION	BBA23-0143 - PB23-0262	<b>100.00</b>
10/12/2023	73579	JOSEPH G. PICA	BBA18-0069 - PB18-0149	<b>50.00</b>
10/12/2023	73580	JUMP-A-RAMA, INC.	CONTRACTUAL SERVICES	<b>2,380.00</b>
10/12/2023	73581	KANOPY, INC.	DOWNLOADABLE CONTENT	<b>182.75</b>
10/12/2023	73582	KARYN CARRICO	BOOKS / PERIODICALS	<b>234.00</b>
10/12/2023	73583	KBJ GROUP LLC	BBE22-0014 - PB22-0157	800.00
			BE22-0004 - PR22-0005	850.00
				<b>1,650.00</b>
10/12/2023	73584	KELLEY M.& JAMES R. JEMISON JR	BBA23-0134 - PB23-0250	<b>100.00</b>
10/12/2023	73585	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	9.10
			OFFICE EQUIPMENT RENTAL	30.76
			OFFICE EQUIPMENT MAINTENANCE	29.48
			OFFICE EQUIPMENT RENTAL	30.76
				<b>100.10</b>
10/12/2023	73586	LARRY'S WELDING SUPPLY	VEHICLE SUPPLIES	<b>62.65</b>

10/12/2023	73587	LAW ENFORCEMENT TARGETS, INC.	RANGE/TRAINING SUPPLIES	<b>** VOIDED **</b>
10/12/2023	73588	MAJIK GRAPHICS, INC.	VEHICLE SUPPLIES	<b>667.00</b>
10/12/2023	73589	MALONEY TRUCKING	DPW CONTRACTUAL	<b>1,735.00</b>
10/12/2023	73590	MARINE CITY NURSERY CO	PROGRAM SUPPLIES	11,826.00
			PROGRAM SUPPLIES	27,594.00
				<b>39,420.00</b>
10/12/2023	73591	MATTHEW P. ENDRES	BBC06-0049 - PB06-0262	<b>65.00</b>
10/12/2023	73592	METRO PUMP SERVICE	FUEL & OIL	<b>435.00</b>
10/12/2023	73593	MICHIGAN AMMO CO., INC.	AMMUNITION - TRAINING	<b>7,050.00</b>
10/12/2023	73594	MICHIGAN GRAPHICS & AWARDS	HISTORIC COMMITTEE	140.00
			PROGRAM SUPPLIES	270.00
				<b>410.00</b>
10/12/2023	73595	MICHIGAN LIBRARY ASSOC.	PROFESSIONAL DEVELOPMENT	<b>85.00</b>
10/12/2023	73596	MICHIGAN MUNICIPAL LEADGUE	INSURANCE REIMBURSEMENTS	<b>1,639.85</b>
10/12/2023	73597	MICHIGAN PETROLEUM	FUEL & OIL	<b>1,234.80</b>

10/12/2023	73598	MICHIGAN RURAL WATER ASSOCIATION	PROFESSIONAL DEVELOPMENT	<b>340.00</b>
10/12/2023	73599	MIDWEST TAPE	DOWNLOADABLE CONTENT	<b>479.50</b>
10/12/2023	73600	MINUTEMAN PRESS	PROGRAM SUPPLIES	<b>1,598.50</b>
10/12/2023	73601	MISDU	PAYROLL DEDUCTIONS	<b>1,240.69</b>
10/12/2023	73602	MISSION SQUARE RETIREMENT-107930	ICMA 457 W/H	243.64
			401 ICMA DEFERRED	438.54
				<b>682.18</b>
10/12/2023	73603	MISSION SQUARE RETIREMENT-303792	ICMA 457 W/H	<b>3,016.36</b>
10/12/2023	73604	MISSION SQUARE RETIREMENT-706259	ICMA ROTH IRA	<b>110.00</b>
10/12/2023	73605	MOTOR CITY FASTENER, LLC	PROGRAM SUPPLIES	14.91
			PROGRAM SUPPLIES	34.79
				<b>49.70</b>
10/12/2023	73606	MOTOROLA SOLUTIONS, INC.	RADIO EQUIPMENT	<b>10,565.05</b>
10/12/2023	73607	MUNETRIX, LLC	CONSULTANT	<b>4,848.00</b>
10/12/2023	73608	NAGLE PAVING COMPANY	BBA23-0135 - PB23-0251	<b>100.00</b>

10/12/2023	73609	NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE 457 W/H	<b>6,325.31</b>
10/12/2023	73610	NELSON BROTHERS SEWER & PLUMBING	BBP22-0068 - PSW22-0218	4,390.25
			BBP23-0006 - PUT23-0015	1,698.34
			BBP23-0028 - PUT23-0100	408.25
			BBP23-0007 - PSW23-0002	123.85
			BBP22-0073 - PSW22-0230	5,000.00
			BSW22-0047 - PSW22-0220	500.00
				<b>12,120.69</b>
10/12/2023	73611	NYE UNIFORM	UNIFORMS-CLEANING & PURCHASES	533.50
10/12/2023	73611	NYE UNIFORM	PROGRAM SUPPLIES	139.50
				<b>673.00</b>
10/12/2023	73612	O'REILLY AUTOMOTIVE, INC.	VEHICLE MAINTENANCE	54.20
			VEHICLE SUPPLIES	488.69
				<b>542.89</b>
10/12/2023	73613	OAKLAND COUNTY	TAXES PAYABLE	<b>58,714.77</b>
10/12/2023	73614	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	<b>30.00</b>
10/12/2023	73615	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	<b>30.00</b>
10/12/2023	73616	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	<b>30.00</b>
10/12/2023	73617	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	<b>30.00</b>
10/12/2023	73618	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	<b>30.00</b>

10/12/2023	73619	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	30.00
10/12/2023	73620	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	30.00
10/12/2023	73621	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	30.00
10/12/2023	73622	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	30.00
10/12/2023	73623	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	30.00
10/12/2023	73624	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	30.00
10/12/2023	73625	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	30.00
10/12/2023	73626	OAKLAND COUNTY REGISTER OF DEEDS	CONTRACTUAL SERVICES	30.00
10/12/2023	73627	OAKLAND COUNTY TREASURER	BULK SEWAGE	96,015.16
			STORM FLOW	163,485.27
				<u>259,500.43</u>
10/12/2023	73628	OLIVER CONSTRUCTION	BD22-0011 - PB22-0530	1,000.00
			BBE22-0033 - PB22-0463	800.00
			BBP23-0001 - PUT23-0005	5,000.00
			BUILDING ESCROW-ENGINEERING REVIEW	850.00
				<u>7,650.00</u>

10/12/2023	73629	ON DUTY GEAR	UNIFORMS-CLEANING & PURCHASES	<b>8,195.00</b>
10/12/2023	73630	PET SUPPLIES "PLUS" #5	PROGRAM SUPPLIES	<b>17.94</b>
10/12/2023	73631	POMP'S TIRE SERVICE, INC.	VEHICLE MAINTENANCE - DPW	568.00
			VEHICLE SUPPLIES	495.24
				<b>1,063.24</b>
10/12/2023	73632	PRINTING SYSTEMS	CONSULTANT	2,234.53
			STATIONARY	537.26
				<b>2,771.79</b>
10/12/2023	73633	RAL LAWN & SHRUB CARE	BUILDING MAINTENANCE	<b>67.80</b>
10/12/2023	73634	ROAD COMMISSION OF OAKLAND CO	ROAD SUPPLIES	2,334.92
			ROAD SUPPLIES	1,000.68
				<b>3,335.60</b>
10/12/2023	73635	ROOT MASTERS SEWER & DRAIN	BBP23-0039 - PUT23-0118	<b>5,000.00</b>
10/12/2023	73636	ROYAL OAK FORD	VEHICLE MAINTENANCE - DPW	<b>2,305.68</b>
10/12/2023	73637	S/E OAK. CTY WATER AUTHORITY	BULK WATER	<b>76,109.50</b>
10/12/2023	73638	SANCHIN SYSTEMS INC. & THE O.S.K.A.	CONTRACTUAL SERVICES	<b>784.00</b>
10/12/2023	73639	SEHI COMPUTER PRODUCTS	PROGRAM SUPPLIES	<b>496.16</b>

10/12/2023	73640	SOCRRA	RUBBISH COLLECTION	33,381.88
			TRASH DISPOSAL	22,013.12
				<b>55,395.00</b>
10/12/2023	73641	STAN LISICA	PROFESSIONAL DEVELOPMENT	<b>1,822.10</b>
10/12/2023	73642	STANLEY HARRIS FINSILVER	BBE18-0023 - PB18-0309	<b>800.00</b>
10/12/2023	73643	STAPLES	STATIONARY	305.66
			PROGRAM SUPPLIES	92.52
			SUPPLIES	264.12
			PROGRAM SUPPLIES	70.52
				<b>732.82</b>
10/12/2023	73644	STATE WIRE & TERMINAL INC.	VEHICLE SUPPLIES	311.00
10/12/2023	73645	SWEETWATER SPRINKLERS	BUILDING IMPROVEMENTS	156.07
			CONTRACTUAL SERVICES	480.00
				<b>636.07</b>
10/12/2023	73646	SYSTEMP CORPORATION	BUILDING MAINTENANCE	<b>750.00</b>
10/12/2023	73647	T-MOBILE	DOWNLOADABLE CONTENT	<b>229.60</b>
10/12/2023	73648	TERMINAL SUPPLY CO	VEHICLE SUPPLIES	<b>274.04</b>
10/12/2023	73649	THE LIBRARY NETWORK	LIBRARY COOP	<b>1,483.77</b>



10/12/2023	73650	THE PRINT STOP, INC	PROGRAM SUPPLIES	<b>99.00</b>
10/12/2023	73651	THORNTON & GROOMS INC.	BBP23-0045 - PUT23-0134	5,000.00
			BSW22-0034 - PSW22-0140	500.00
			BBP22-0051 - PSW22-0140	4,500.00
				<b>10,000.00</b>
10/12/2023	73652	TOADVINE BOOKS	PROGRAM SUPPLIES	<b>28.48</b>
10/12/2023	73653	TRANSUNION RISK AND ALTERNATIVE	MEMBERSHIPS	<b>112.00</b>
10/12/2023	73654	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE SUPPLIES	<b>3,671.39</b>
10/12/2023	73655	UNIQUE MANAGEMENT SERVICES, INC.	PRINTING	<b>23.30</b>
10/12/2023	73656	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES	321.01
			BUILDING MAINTENANCE	326.14
			MAINTENANCE SUPPLIES	332.89
				<b>980.04</b>
10/12/2023	73657	UNIVERSAL PLUMBING & SEWER INC.	BBP23-0009 - PUT23-0020	5,000.00
			BSW23-0018 - PUT23-0067	500.00
			BBP23-0019 - PUT23-0067	4,500.00
				<b>10,000.00</b>
10/12/2023	73658	VERIZON WIRELESS	TELEPHONE	76.02
			TELEPHONE	38.01
			CONTRACTUAL SERVICES	152.04
				<b>266.07</b>

10/12/2023	73659	VESCO OIL CORPORATION	VEHICLE SUPPLIES	<b>191.14</b>
10/12/2023	73660	VOSS SIGNS, LLC	PROGRAM SUPPLIES	208.80
			PROGRAM SUPPLIES	487.20
				<b>696.00</b>
10/12/2023	73661	WEX BANK	FUEL & OIL	<b>39.13</b>
10/12/2023	73662	WINDSTREAM	TELEPHONE	488.27
			TELEPHONE	69.75
			TELEPHONE	34.88
			TELEPHONE	34.88
			TELEPHONE	69.75
				<b>697.53</b>
10/12/2023	73663	WOW! BUSINESS	CONTRACTUAL SERVICES	<b>765.98</b>
10/12/2023	73664	XEROX CORPORATION	OFFICE EQUIPMENT MAINTENANCE	<b>158.36</b>
10/16/2023	73665	CONSUMERS ENERGY COMPANY	ROW BONDS - UTILITY COMPANIES	<b>50,000.00</b>
10/26/2023	73666	MISDU	PAYROLL DEDUCTIONS	<b>1,240.69</b>
10/26/2023	73667	MISSION SQUARE RETIREMENT-107930	ICMA 457 W/H	243.63
			401 ICMA DEFERRED	438.54
				<b>682.17</b>

10/26/2023	73668	MISSION SQUARE RETIREMENT-303792	ICMA 457 W/H	<b>2,890.07</b>
10/26/2023	73669	MISSION SQUARE RETIREMENT-706259	ICMA ROTH IRA	<b>110.00</b>
10/26/2023	73670	NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE 457 W/H	<b>6,472.06</b>
10/31/2023	73671	21ST CENTURY MEDIA - MICHIGAN	ADVERTISING	<b>190.64</b>
10/31/2023	73672	ACCU LAMINATION	PROGRAM SUPPLIES	<b>50.66</b>
10/31/2023	73673	ADN ADMINISTRATORS, INC.	CONSULTANT	<b>994.75</b>
10/31/2023	73674	AIELLI CONSTRUCTION COMPANY, INC.	CONSTRUCTION - ROAD PROJECT	57,950.18
			CONSTRUCTION	98,671.95
				<b>156,622.13</b>
10/31/2023	73675	AIRGAS USA, LLC	VEHICLE SUPPLIES	<b>43.46</b>
10/31/2023	73676	ALLIANCE MOBILE HEALTH	BLOOD DRAWS	<b>156.00</b>
10/31/2023	73677	AMAZON CAPITAL SERVICES	STATIONARY	25.11
			EQUIPMENT SUPPLIES	140.99
			MAINTENANCE SUPPLIES	18.88
			VEHICLE SUPPLIES	8.90
			BUILDING MAINTENANCE	38.49
			FURNITURE	299.99
			VEHICLE SUPPLIES	258.85
			PROGRAM SUPPLIES	135.25
			OFFICE EQUIPMENT	49.59

			EQUIPMENT	410.67
				<b>1,386.72</b>
10/31/2023	73678	AMERICAN FIRE PROTECTION SERVICES	BUILDING MAINTENANCE	<b>153.00</b>
10/31/2023	73679	BIG D LOCK CITY	BUILDING MAINTENANCE	85.00
			EQUIPMENT SUPPLIES	194.00
				<b>279.00</b>
10/31/2023	73680	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	11,340.00
			HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	7,938.00
				<b>19,278.00</b>
10/31/2023	73681	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>
10/31/2023	73682	BOMBSHELL TREAT BAR	BT23-0013 - PTU23-0015	<b>100.00</b>
10/31/2023	73683	BRENDEL'S SEPTIC TANK SERVICE, LLC	CONTRACTUAL SERVICES	<b>1,125.00</b>
10/31/2023	73684	BRS FIELD OPS	BBB23-0056 - PB23-0259	<b>75.00</b>
10/31/2023	73685	CADILLAC ASPHALT, LLC	ROAD SUPPLIES	224.80
			ROAD SUPPLIES	96.36
				<b>321.16</b>
10/31/2023	73686	CARLETON EQUIPMENT	VEHICLE SUPPLIES	<b>427.54</b>

10/31/2023	73687	CBTS	SOFTWARE MAINT AND SUBSCRIPTIONS	2,294.66
			CONTRACTUAL SERVICES	815.00
				<b>3,109.66</b>
10/31/2023	73688	CDW GOVERNMENT, INC.	VEHICLE SUPPLIES	<b>223.23</b>
10/31/2023	73689	CHET'S RENT-ALL	EQUIPMENT SUPPLIES	<b>87.97</b>
10/31/2023	73690	CHRISTOPHER WADE	DDA - EVENTS	<b>2,250.00</b>
10/31/2023	73691	CINTAS	MEDICAL SUPPLIES	98.75
			MAINTENANCE SUPPLIES	223.66
				<b>322.41</b>
10/31/2023	73692	CINTAS	CUSTODIAL SERVICES	148.45
			CUSTODIAL	148.45
				<b>296.90</b>
10/31/2023	73693	CINTAS	CONTRACTUAL SERVICES	<b>157.84</b>
10/31/2023	73694	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES	21,855.00
			CONCRETE REPAIR	1,602.00
				<b>23,457.00</b>
10/31/2023	73695	CONTRACTORS CLOTHING CO.	UNIFORMS	118.76
			UNIFORMS	64.99
			UNIFORMS	120.57
				<b>304.32</b>

10/31/2023	73696	CONTRACTORS CONNECTION	TOOLS	<b>985.00</b>
10/31/2023	73697	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE - DPW	159.05
			VEHICLE SUPPLIES	62.16
				<b>221.21</b>
10/31/2023	73698	DELANG FLUID POWER, INC.	VEHICLE SUPPLIES	<b>688.64</b>
10/31/2023	73699	DELL MARKETING LP	EQUIPMENT SUPPLIES	<b>36.63</b>
10/31/2023	73700	DEMCO	OFFICE SUPPLIES	<b>81.87</b>
10/31/2023	73701	DRYMEDIC RESTORATION NOVI LLC	BBA23-0029 - PB23-0049	<b>100.00</b>
10/31/2023	73702	DURST LUMBER CO	MAINTENANCE SUPPLIES	43.34
			VEHICLE MAINTENANCE - DPW	6.99
			MAINTENANCE SUPPLIES	7.59
			EQUIPMENT SUPPLIES	67.95
			EQUIPMENT	4.59
				<b>130.46</b>
10/31/2023	73703	EJ USA, INC.	PROGRAM SUPPLIES	<b>792.68</b>
10/31/2023	73704	ELIZABETH LERMA	DDA - EVENTS	<b>1,000.00</b>
10/31/2023	73705	ERC-LED, LLC	LAND IMPROVEMENTS	<b>4,337.67</b>

10/31/2023	73706	EVA MITCHELL	PART TIME EMPLOYEES	<b>22.50</b>
10/31/2023	73707	FIRE DEFENSE EQUIPMENT COMPANY	BUILDING MAINTENANCE	272.43
			BUILDING MAINTENANCE	488.93
			BUILDING MAINTENANCE	458.91
			VEHICLE SUPPLIES	1,014.95
			EQUIPMENT MAINTENANCE	84.06
				<b>2,319.28</b>
10/31/2023	73708	FISHMAN STEWART PLLC	CITY ATTORNEY	475.60
10/31/2023	73709	FIX-IT LLC	BBA23-0037 - PB23-0068	100.00
10/31/2023	73710	FOUNDATION SYSTEMS OF MICHIGAN	BBB23-0037 - PB23-0176	75.00
10/31/2023	73711	G & M GUTTER COMPANY INC.	BBB23-0062 - PB23-0286	75.00
10/31/2023	73712	GABRIEL ROEDER SMITH & COMPANY	CONTRACTUAL SERVICES	450.00
10/31/2023	73713	GALLAGHER BENEFIT SERVICES, INC.	CONSULTANT	414.75
10/31/2023	73714	GREAT LAKES PEST CONTROL CO	BUILDING MAINTENANCE	60.00
			BUILDING MAINTENANCE	75.00
			PEST CONTROL	40.00
				<b>175.00</b>
10/31/2023	73715	GREAT LAKES WATER AUTHORITY	NONRESIDENTIAL SURCHARGE	<b>3,235.96</b>

10/31/2023	73716	GUNNERS METERS & PARTS INC.	EQUIPMENT	<b>360.00</b>
10/31/2023	73717	HARTWELL CEMENT CO.	CONSTRUCTION - MAJOR STREETS LAND IMPROVEMENTS	15,000.00 62,545.50 ----- <b>77,545.50</b>
10/31/2023	73718	HENRY FORD @ WORK	MEDICAL EXPENSES	<b>182.00</b>
10/31/2023	73719	HOME DEPOT CREDIT SERVICES	OFFICE EQUIPMENT MAINTENANCE	<b>387.10</b>
10/31/2023	73720	HUNT SIGN CO LTD	PROGRAM SUPPLIES PROGRAM SUPPLIES	400.50 934.50 ----- <b>1,335.00</b>
10/31/2023	73721	HUTCHINSON ENTERPRISES	BBA23-0089 - PB23-0153	<b>100.00</b>
10/31/2023	73722	IAN KINDER LLC	CONTRACTUAL SERVICES	<b>77.00</b>
10/31/2023	73723	INTERSTATE BILLING SERVICE	VEHICLE SUPPLIES	<b>1,249.43</b>
10/31/2023	73724	ITALY AMERICAN CONSTRUCTION	BD23-0005 - PB23-0100	<b>965.00</b>
10/31/2023	73725	J TAYLOR CONSTRUCTION	BBB23-0049 - PB23-0221	<b>75.00</b>
10/31/2023	73726	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES CONTRACTUAL SERVICES	18,310.51 7,847.37 ----- <b>26,157.88</b>



10/31/2023	73727	JAMES JEFFREY TONG	HISTORIC COMMITTEE	<b>157.62</b>
10/31/2023	73728	JOSEPH GERALD PAVLIZKE	BBD23-0009 - PB23-0212	<b>500.00</b>
10/31/2023	73729	KENNETH & PAULA RIEDY	BBA23-0142 - PB23-0260	<b>15.00</b>
10/31/2023	73730	KENNETH BONE	BBA23-0160 - PB23-0285	<b>50.00</b>
10/31/2023	73731	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	<b>133.10</b>
10/31/2023	73732	LAWRENCE JOSEPH KASS, JR.	BD23-0011 - PB23-0243	<b>1,000.00</b>
10/31/2023	73733	LEBLANC VENTURES, INC.	BBA23-0078 - PB23-0129	<b>50.00</b>
10/31/2023	73734	LEVINE & SONS INC.	BSW23-0033 - PUT23-0130	<b>532.50</b>
10/31/2023	73735	LGC GLOBAL ENERGY FM, LLC	CUSTODIAL SERVICES	919.40
			CUSTODIAL	1,711.71
			CUSTODIAL SERVICES	141.41
			CUSTODIAL SERVICES	2,268.85
			CUSTODIAL SERVICES	1,510.46
			CUSTODIAL	141.40
				<b>6,693.23</b>
10/31/2023	73736	LIFELOC TECHNOLOGIES, INC	SUPPLIES	<b>74.00</b>
10/31/2023	73737	LISA KEMPNER	DDA - EVENTS	<b>1,688.44</b>

10/31/2023	73738	LISA LITTELL	BOOKLEY SKELETONS	<b>2,150.00</b>
10/31/2023	73739	LUNAR GARAGE & MODERNIZATION	BBA23-0129 - PB23-0238	<b>100.00</b>
10/31/2023	73740	MALONEY TRUCKING	DPW CONTRACTUAL	<b>5,305.00</b>
10/31/2023	73741	MCCHESENEY ELECTRIC, INC.	EQUIPMENT MAINTENANCE	<b>228.00</b>
10/31/2023	73742	MCGRATH ELECTRIC, LLC	BUILDING MAINTENANCE	<b>400.00</b>
10/31/2023	73743	MCKENNA	INSPECTIONS - BUILDING	64,488.56
				5,838.75
				14,045.25
				1,125.00
				<b>85,497.56</b>
10/31/2023	73744	MICHAEL WERBER	BBA23-0063 - PB23-0105	<b>50.00</b>
10/31/2023	73745	MICHIGAN GRAPHICS & AWARDS	STATIONARY	20.00
			OFFICE SUPPLIES	40.00
				<b>60.00</b>
10/31/2023	73746	MICHIGAN PETROLEUM	FUEL & OIL	<b>109.96</b>
10/31/2023	73747	NORFIELD DEVELOPMENT PARTNERS, LLC	COMPUTER SOFTWARE	<b>2,507.40</b>

10/31/2023	73748	OAKES ROOFING SIDING & WINDOWS INC.	BBA23-0150 - PB23-0272 BBB20-0068 - PB20-0247	50.00 75.00 <hr/> 125.00
10/31/2023	73749	OAKLAND COUNTY TREASURER	DATA PROCESSING	7,467.75
10/31/2023	73750	OAKLAND COUNTY TREASURER	DATA PROCESSING	1,172.00
10/31/2023	73751	P. A. MORRIS COMPANY	SECRETARIAL SERVICES	150.00
10/31/2023	73752	PERLUDE MUSIC STUDIO	CONTRACTUAL SERVICES	945.00
10/31/2023	73753	PITNEY BOWES INC.	POSTAGE-PRINTING-MAILING	93.36
10/31/2023	73754	POMP'S TIRE SERVICE, INC.	VEHICLE MAINTENANCE - DPW	560.00 1,342.00 <hr/> 1,902.00
10/31/2023	73755	PREMIER ROOFING AND RENOVATIONS	BBA23-0113 - PB23-0183	100.00
10/31/2023	73756	PRESERVATION AND RENOVATION	BBE22-0012 - PB22-0099	800.00
10/31/2023	73757	PROTEC	MEMBERSHIPS AND DUES	1,899.25
10/31/2023	73758	PROVANTAGE LLC	OFFICE EQUIPMENT	725.00
10/31/2023	73759	QUANTUM SERVICES GROUP, LLC	CONTRACTUAL SERVICES	3,634.00

10/31/2023	73760	RC TELCOM LLC	CONTRACTUAL SERVICES	<b>1,102.29</b>
10/31/2023	73761	REBECCA STOUT	PROFESSIONAL DEVELOPMENT	<b>41.44</b>
10/31/2023	73762	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	<b>2,407.20</b>
10/31/2023	73763	ROAD COMMISSION OF OAKLAND CO	EQUIPMENT MAINTENANCE	1,264.54
			EQUIPMENT MAINTENANCE	140.51
				<b>1,405.05</b>
10/31/2023	73764	ROBERT J VALENTIC	TAXES PAYABLE	<b>1,551.48</b>
10/31/2023	73765	ROMANA CONSTRUCTION INC.	BD23-0009 - PB23-0194	<b>1,000.00</b>
10/31/2023	73766	ROOF ONE LLC	BBB23-0057 - PB23-0261	<b>75.00</b>
10/31/2023	73767	ROYAL OAK FORD	VEHICLE MAINTENANCE - DPW	<b>96.24</b>
10/31/2023	73768	SAM W. PURDY	CONTRACTUAL SERVICES	<b>564.00</b>
10/31/2023	73769	SAMANTHA BALWINSKI	CONTRACTUAL SERVICES	<b>21.15</b>
10/31/2023	73770	SEHI COMPUTER PRODUCTS	OFFICE SUPPLIES	<b>320.97</b>
10/31/2023	73771	SERVPRO OF OAK PARK / FERNDALE 9678	BUILDING MAINTENANCE	<b>17,416.55</b>

10/31/2023	73772	SESAC	CONTRACTUAL SERVICES	<b>1,066.00</b>
10/31/2023	73773	SHIRLEY HANSEN	HISTORIC COMMITTEE	<b>104.85</b>
10/31/2023	73774	SMOLYANOV HOME IMPROVEMENT	BBA23-0148 - PB23-0269	<b>100.00</b>
10/31/2023	73775	SOCRRA	RUBBISH COLLECTION	33,381.88
			TRASH DISPOSAL	16,439.19
				<b>49,821.07</b>
10/31/2023	73776	STAPLES	PROGRAM SUPPLIES	3.21
			STATIONARY	278.80
			PROGRAM SUPPLIES	73.13
			OFFICE SUPPLIES	199.82
			OFFICE SUPPLIES	38.81
				<b>593.77</b>
10/31/2023	73777	SYSTEMP CORPORATION	BUILDING MAINTENANCE	<b>350.00</b>
10/31/2023	73778	THE LIBRARY NETWORK	LIBRARY COOP	10,500.97
			BOOKS	3,028.27
			RENTED MATERIALS	681.09
			BOOKS FROM DONATIONS	200.00
				<b>14,410.33</b>
10/31/2023	73779	THE ORIGINAL PRINT SHOPPE	DDA - EVENTS	105.00
			ADVERTISING/MARKETING	108.00
				<b>213.00</b>

10/31/2023	73780	THE PRINT STOP, INC	PROGRAM SUPPLIES	<b>318.75</b>
10/31/2023	73781	TIA HARVEY	DDA - EVENTS	<b>400.00</b>
10/31/2023	73782	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE SUPPLIES	<b>3,267.32</b>
10/31/2023	73783	TUFF SHED INC.	BBA23-0045 - PB23-0085	<b>100.00</b>
10/31/2023	73784	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES	139.64
			MAINTENANCE SUPPLIES	41.60
			MAINTENANCE SUPPLIES	135.15
				<b>316.39</b>
10/31/2023	73785	VERIZON WIRELESS	TELEPHONE	131.35
			TELEPHONE	45.45
			TELEPHONE	80.90
			SOFTWARE MAINT AND SUBSCRIPTIONS	123.75
			TELEPHONE	130.91
			TELEPHONE	80.90
			TELEPHONE	308.54
			CAR COMPUTERS	53.49
			TELEPHONE	40.45
			TELEPHONE	90.90
			TELEPHONE	45.45
			TELEPHONE	45.45
			CONTRACTUAL SERVICES	45.52
			TELEPHONE	264.53
			CONTRACTUAL SERVICES	184.24
			TELEPHONE	41.06
			TELEPHONE	40.45
			TELEPHONE	262.19
				<b>2,015.53</b>

10/31/2023	73786	WOW! BUSINESS	CONTRACTUAL SERVICES	<b>30.00</b>
10/31/2023	73787	ZEP SALES & SERVICE	EQUIPMENT	<b>382.57</b>
		TOTAL - ALL FUNDS	TOTAL OF 269 CHECKS (1 voided)	<b>1,738,305.90</b>

**CITY OF BERKLEY  
ACH TRANSACTIONS**

<b>DATE</b>	<b>VENDOR</b>	<b>AMOUNT</b>
10/2/2023	INTERNAL REVENUE SERVICE	15,885.88
10/2/2023	INTERNAL REVENUE SERVICE	57,994.78
10/2/2023	ALERUS	3,887.04
10/2/2023	ALERUS	954.96
10/2/2023	ALERUS	5,074.77
10/4/2023	ALERUS	7,727.61
10/4/2023	DTE	104.18
10/4/2023	DTE	536.73
10/5/2023	THE HARTFORD	4,908.12
10/5/2023	THE HARTFORD	357.75
10/5/2023	CONSUMERS ENERGY	59.02
10/5/2023	CONSUMERS ENERGY	76.99
10/5/2023	CONSUMERS ENERGY	1.40
10/5/2023	CONSUMERS ENERGY	10.49
10/5/2023	CONSUMERS ENERGY	13.74
10/5/2023	CONSUMERS ENERGY	71.91
10/5/2023	DTE	6,102.38
10/5/2023	DTE	14.87
10/5/2023	DTE	75.65
10/5/2023	DTE	330.96
10/5/2023	DTE	80.05
10/5/2023	DTE	42.68
10/5/2023	DTE	692.34
10/5/2023	DTE	62.02

10/5/2023	DTE	163.43
10/5/2023	DTE	1,608.39
10/5/2023	DTE	355.85
10/5/2023	INTERNAL REVENUE SERVICE	416.44
10/6/2023	MICHIGAN STATE TAX	46.27
10/10/2023	CREDIT CARD PAYMENT-FLAGSTAR	17,018.64
10/11/2023	DTE	18,565.25
10/12/2023	UNION DUES	720.00
10/12/2023	UNION DUES	240.00
10/12/2023	UNION DUES	400.00
10/16/2023	INTERNAL REVENUE SERVICE	47,566.96
10/16/2023	ALERUS	3,887.04
10/16/2023	ALERUS	866.60
10/16/2023	ALERUS	3,773.67
10/17/2023	DTE	59.12
10/17/2023	DTE	719.55
10/20/2023	MICHIGAN STATE TAX	19,873.92
10/20/2023	MICHIGAN STATE TAX	4,023.83
10/23/2023	PITNEY BOWES	4,000.00
10/23/2023	MERS	98,600.25
10/24/2023	A.D.N. DENTAL	25,000.00
10/26/2023	UNION DUES	720.00
10/26/2023	UNION DUES	400.00
10/26/2023	ALERUS	4,222.41
10/26/2023	ALERUS	877.42
10/26/2023	ALERUS	3,642.41
10/30/2023	INTERNAL REVENUE SERVIE	46,787.83
	<b>TOTAL</b>	<b>409,621.60</b>

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.

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Bridget Dean, Mayor

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Victoria Mitchell, City Clerk



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 maybe 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 Monday, November 20, 2023.

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

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Attest:

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Victoria Mitchell, City Clerk

DRAFT

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# 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: Second Reading

**Date:** November 15, 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.

The first reading of this ordinance was approved at the October 16, 2023 Council meeting.

---

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~~

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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 Monday, November 20, 2023.

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

Attest:

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

DRAFT

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# 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: Second Reading

**Date:** November 15, 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.

The City Council approved this for a first reading on October 16, 2023.

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November 20, 2023 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember  
\_\_\_\_\_ to approve the Oakland County Assessor's contract renewal.

Ayes:

Nays:

Motion:



**CONTRACT FOR OAKLAND COUNTY  
EQUALIZATION DIVISION ASSISTANCE  
FOR  
REAL AND PERSONAL PROPERTY ASSESSMENT  
ADMINISTRATION SERVICES  
WITH THE CITY OF BERKLEY**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and WITH the City of Berkley, a Michigan Constitutional and Municipal Corporation whose address is 3338 Coolidge Highway, Berkley, Michigan 48072 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

**INTRODUCTORY STATEMENTS**

1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
2. The Parties acknowledge that absent an agreement such as this, and in accordance with MCL 211.10(f)(1), if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions this of Act, the State Tax Commission (Commission) shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of state employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.
3. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.
4. The Municipality has requested the County's Equalization Division's Assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
5. The County has determined that it has sufficient "Assessment Division Personnel",

possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Real and Personal Property Assessment Administration Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

§1. **DEFINED TERMS.** In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

1.1 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.

1.2 "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of provided equalization services, and its related activities, in adherence with MCL 211.34.

1.2.1 Any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.

1.3 "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of the larger group of County Agents as defined above. They are defined as County Agents specifically employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipalities annual assessment roll.

1.3.1 Any reference in this Contract to Assessment Division Personnel shall not include any County Agent employed by the County in any other function,

capacity, or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.

- 1.4 "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.
- 1.5 "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.6 "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.
- 1.7 "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.8 "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any, and all, departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State

Department of Treasury, unless used in this Contract to provide specific context otherwise, and will do so as:

- 1.8.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.
- 1.8.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.
- 1.8.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Labor Affairs, of the State of Michigan.

**§2. PURPOSE OF COUNTY ASSESSMENT SERVICES.** The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

**§3. ASSESSMENT SERVICES.** The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.

- 3.1 Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.
- 3.2 Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.
- 3.3 Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission *Assessors Manual*. (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.
- 3.4 Assessment Division Personnel will annually determine assessed, capped, and taxable value for each property.

- 3.5 Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.
  - 3.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.
  - 3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provide to Municipality in a timely and organized manner in order for County to process.
- 3.6 Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.
- 3.7 Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.
- 3.8 Assessment Division Personnel will prepare and maintain ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel in providing assistance when and where needed.
- 3.9 Assessment Division Personnel will sign all necessary pre-Board of Review assessment roll certifications, and attend Board of Review meetings, as required by state requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per state requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.
- 3.10 Upon request, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County.
- 3.11 Assessment Division Personnel will have the required certifications for Municipality and will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.
- 3.12 Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible Public Relations efforts with residents and business owners.
- 3.13 Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL 211.10a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is available on the County's website, and in-person as indicated on signage located at the reception area of Equalization's main office, as required by MCL 211.10a.

- 3.14 Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.
- 3.15 Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.). The Parties agree and based on the Contract Term as set forth in Section 10 of this Contract, the Assessment Division Personnel will develop each assessment roll as of December 31, 2023, for the 2024 tax year, and December 31, 2024, for the 2025 tax year.
- 3.16 Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.
- 3.17 The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers (PIN) and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

**§4. MICHIGAN TAX TRIBUNAL.** Assessment Division Personnel agree to assist the Municipality in its defense relating to its appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal".

- 4.1 Michigan Tax Tribunal, "Entire Tribunal Division" and "Entire Tribunal". Both Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to work together throughout the appeal process for a fair resolution, however, Assessment Division Personnel shall be the final decision-maker of all Entire Tribunal appeals.
  - 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.
  - 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.
  - 4.1.3 Municipality agrees, if an outside appraisal report is required for use as

evidence within the Entire Tribunal, the Municipality attorney will hire the private independent fee appraiser(s), who will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, or otherwise qualified appraiser, for any non-real property appeal. Municipality further agrees the Selection of the appraiser will be made by Assessment Division Personnel, with participation and input from the Municipality attorney.

- 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2 Michigan Tax Tribunal “Residential and Small Claims Division” and “Small Claims”. Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to ensure public trust, Assessment Division Personnel shall be the final decision-maker of all Small Claims appeals.
  - 4.2.1 Small Claims cases Involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties, other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.
  - 4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. Municipality agrees to the selection of the appraiser by the Assessment Division Personnel, with participation and input from the Municipality attorney. Assessment Division Personnel will assist the Municipality attorney and will provide final resolution for any potential settlement solution, with input from the Municipality attorney. The Parties agree Assessment Division Personnel will determine complexity of the case and/or of the property on a case-by-case basis.
  - 4.2.3 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).
- 4.3 The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is

responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to appraisals, inspections, surveys, legal fees and costs, etc.).

**§5. STATE TAX COMMISSION.** Assessment Division Personnel agree to assist the Municipality involving any related activities, including petitioning and defense activities, relating to issues of classifications and incorrectly reported and omitted property (“MCL 211.154”) involving the “State Tax Commission” and “Commission”. Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemption, and/or classification matters pertaining to property located within the Municipality, and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.

**§6. MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES.** The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.

6.1 Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.

6.2 The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.

6.3 The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.

6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality’s offices.

6.4 Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.

6.5 The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own public services in other professional capacities (e.g., Treasurer, Clerk, Building Department, etc.).

6.6 The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality’s assessment roll.

6.7 Except as otherwise expressly provided for herein, the Parties agree and warrant



that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.

6.8 This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

6.8.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.

6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or obligation under the terms of this Contract.

6.9 Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or

capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

- 6.10 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 6.11 The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.

**§7. LIMITS AND EXCLUSIONS ON COUNTY SERVICE.** Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

- 7.1 Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. All communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal shall be directly made to the Equalization Officer and its Chiefs of the Equalization Division by the Municipality legal counsel to ensure timeliness in its notifications.
- 7.2 Except for those express statutory and any regulatory obligations incumbent upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission or any other review body or court.

**§8. MUNICIPALITY AGENTS AND THE COUNTY.** The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.

8.1 Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.

8.2 The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.

8.3 The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.

**§9. MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS.** The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax status of any parcel including but not limited to the following:

- 9.1 The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development/TIF plans.
- 9.2 The establishment of Economic Development/Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.
- 9.3 The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
- 9.4 The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
- 9.5 The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 9.6 The Municipality will be responsible for maintaining a paper trail of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.
- 9.7 The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.
- 9.8 The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a Monthly Basis.
- 9.9 The Municipality agrees to keep the County current with, and be responsible for, the following functions.
  - 9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.
  - 9.9.2 Maintain current address and name changes, including any and all parcel owner and occupant names.
- 9.10 The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, etc. as to not impede their work. Accommodation will also be made for the public who come for assessing related inquiries, particularly

during times when Boards of Review are in-session.

**§10. TERM AND PAYMENT SCHEDULE OF CONTRACT.** The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.

- 10.1 The Contract term shall be from July 1, 2023, through June 30, 2025.
- 10.2 For the period from July 1, 2023 through June 30, 2024 ("Contract Year 23-24"), the Municipality shall pay to the County the sum of **\$15.60** for each parcel of Real Property description and **\$14.27** for each Personal Property parcel description. Payment for Contract Year 23-24 is due and payable on or before **July 1, 2024**. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.
- 10.3 For the period from July 1, 2024, through June 30, 2025 ("Contract Year 24-25"), the Municipality shall pay to the County the sum of **\$16.22** for each parcel of Real Property description and **\$14.84** for each Personal Property parcel description. Payment for Contract Year 24-25 is due and payable on or before **July 1, 2025**. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.
- 10.4 The Municipality shall be responsibility for postage for any and all real and personal property statements and any and all real and personal property notices mailed for all work performed under this Contact.
- 10.5 In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits of the County Agents performing said tasks.
- 10.6 The Parties agree this Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.
- 10.7 No less than 30 days prior to the Contract's ending date, both Parties may mutually agree to extend this contract for a period of no more than 180 days from the original Contract's ending date. Any, and all, County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.
- 10.8 If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall

be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.

- 10.9 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.
- 10.10 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 10.11 Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- 10.12 The Parties agree that this and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the Clerk of the County and the Clerk for the Municipality.
- 10.13 The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.

10.14 The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.

**§11. CANCELLATION OR TERMINATION OF THIS CONTRACT.** Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

11.1 At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.

11.2 The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

**§12. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO THE COUNTY.** Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or the Equalization Division any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

12.1 The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

12.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.

12.3 The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State

Property Tax Law.

- 12.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

**§13. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY.** The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

- 13.1 The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.

- 13.2 Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

**§14. INDEMNIFICATION, LIABILITY AND INSURANCE.** The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.

- 14.1 The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.

- 14.2 In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the



County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

- 14.3 Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
- 14.4 Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- 14.5 The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance or non-performance of this Contract agreement caused by circumstances which are

beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").

- §15. **INDEPENDENT CONTRACTOR.** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §16. **COUNTY PRIORITIZATION OF COUNTY RESOURCES.** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §17. **NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §18. **CONFIDENTIALITY.** The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with such record information.
- §19. **CONSTRUED AS A WHOLE.** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- §20. **CAPTIONS.** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §21. **NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first

class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

**§22. WAIVER OF BREACH.** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.

**§23. ENTIRE CONTRACT.** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

IN WITNESS WHEREOF, Bridget Dean, Mayor of the City of Berkley, hereby acknowledges that she has been authorized by a resolution of the Governing Body of the City of Berkley, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Berkley to the terms and conditions of this Contract.

EXECUTED: \_\_\_\_\_  
Bridget Dean, Mayor  
City of Berkley

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Victoria Mitchell, Clerk  
City of Berkley

DATE: \_\_\_\_\_

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

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
David T. Woodward, Chairperson Oakland County Board  
of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_

(Print Name) \_\_\_\_\_ DATE: \_\_\_\_\_  
County of Oakland

***CITY OF BERKLEY, MICHIGAN***

***OATH OF OFFICE***

***FOR***

***Bridget Dean***

I, Bridget Dean, having been duly appointed as Mayor of the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter and Ordinances of the City of Berkley, and I will perform the duties of my office to the best of my ability.

---

Bridget Dean

Subscribed and sworn to before me this 20th day of November, 2023.

---

Victoria Mitchell  
City Clerk

***CITY OF BERKLEY, MICHIGAN***

***OATH OF OFFICE***

***FOR***

***Clarence Black***

I, Clarence Black, having been duly appointed as Councilmember for the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter and Ordinances of the City of Berkley, and I will perform the duties of my office to the best of my ability.

---

Clarence Black

Subscribed and sworn to before me this 20th day of November, 2023.

---

Victoria Mitchell  
City Clerk

***CITY OF BERKLEY, MICHIGAN***  
***OATH OF OFFICE***  
***FOR***  
***Ross Gavin***

I, Ross Gavin, having been duly appointed as Councilmember for the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter and Ordinances of the City of Berkley, and I will perform the duties of my office to the best of my ability.

---

Ross Gavin

Subscribed and sworn to before me this 20th day of November, 2023.

---

Victoria Mitchell  
City Clerk



***CITY OF BERKLEY, MICHIGAN***

***OATH OF OFFICE***

***FOR***

***Greg Patterson***

I, Greg Patterson, having been duly appointed as Councilmember for the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter and Ordinances of the City of Berkley, and I will perform the duties of my office to the best of my ability.

---

Greg Patterson

Subscribed and sworn to before me this 20th day of November, 2023.

---

Victoria Mitchell  
City Clerk

November 20, 2023 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember  
\_\_\_\_\_ to appoint Mayor Pro Tem from November 2023 until November 2025.

Ayes:

Nays:

Motion:

**A RESOLUTION**  
**of the 40th Council of the City of Berkley,**  
**Michigan designating the time and place of City**  
**Council Meetings and its Rules and Order of**  
**Procedure**

**WHEREAS,** Section 4.6 of the City Charter requires that the Council shall determine its own rules and order of business and shall keep a journal of all of its proceedings in the English language, which shall be signed by the mayor and the clerk and shall be available for inspection to the public at all reasonable times.

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

**SECTION 1:**

That the Council will generally conduct its regular meetings on the first and third Monday at 7:00 p.m. in City Hall at 3338 Coolidge Highway, (248-658-3300), or remotely in accordance with the Michigan Open Meetings Act, MCL 15.261 et seq.

**SECTION 2:**

Except where in conflict with these rules, Federal or State law, the City Charter, or City ordinance, Robert's Rules of Order (current revision), will govern the conduct of meetings.

**SECTION 3:**

Council agendas must include the following, in the order that best suits the needs of each meeting, and posted accordingly:

- Call to Order
- Approval of Agenda
- Mayor led Moment of Reflection
- Pledge of Allegiance
- Public Comment
- Order of Business
- Consent Agenda
  - Approval of Minutes
  - Approval of Warrants
- Regular Agenda
- Communications
- Council Closed Session (if any)
- Adjourn

At the Mayor's discretion, a moment of reflection may be observed at the beginning of Council meetings.

Consent Agenda in this sense includes any item or resolution which is of a routine or recurring nature. If a Councilmember requests to have any item removed from the Consent Agenda, the matter will be moved to the Regular Agenda for discussion or deliberation. All items on the Consent Agenda must be read by title without debate. One motion must be given for the Consent Agenda and a roll call vote must be taken. Resolutions or proclamations honoring individual citizens for personal outstanding accomplishments must also be included in the Consent Agenda. After the passage of the Consent Agenda, the mayor at their discretion, may read the entire resolution.

The agenda is prepared by the Mayor in consultation with the City Manager and City Attorney.

**SECTION 4:**

The City Clerk must keep minutes of every Council Meeting, whether open or closed, showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, all roll call votes taken at the meeting, and the purpose for which a Closed Session is held. Minutes of a Closed Session are to be retained for one year and are not available to the public unless ordered disclosed by a court. In addition, all audio and video recordings of Council Meetings, as well as meetings of the Planning Commission and the Zoning Board of Appeals, must be placed in the City's record retention file the next business day after the approval of the official minutes.

**SECTION 5:**

The following rules are hereby established not only to affirm the rights of the public to address the meeting and to fully participate in the democratic process, but also to facilitate the orderly and efficient conduct of Council business:

1. At a point on the Council agenda designated for public comment, any person may address the meeting for a reasonable period of time about items not on the agenda. The Mayor may set reasonable limits on the length of citizen comments.
2. Any person addressing the meeting must identify the city in which they reside and, if that person wishes a reply to any question, they must leave their full name, address and phone number with the City Clerk before leaving the meeting or via email to Clerk@Berkleymich.net if attending an electronic meeting.
3. No person may make any statements or comments or distribute any materials designed to announce or promote or oppose their candidacy or the candidacy of another for political office.
4. No person may make any personal attack against a candidate, the Mayor, or any Councilmember or City employee that is defamatory, that disrupts the order of the meeting, or that is unrelated to the manner in which the subject(s) performs their duties.

5. Irrespective of Robert's Rules of Order, the Mayor, acting as presiding officer of the Council, shall have the same rights, responsibilities and power of discussion as other Councilmembers.
6. No new items shall be taken up for discussion on the regular agenda after 10:00 p.m.
7. At any point during the meeting, the Mayor may allow citizen comments on any issue on the agenda. The Mayor may set reasonable limits on the length of citizen comments.
8. All Regular and Special Meetings of the Council must be open to the public, and all persons are permitted to attend any meeting that is not a closed session.
9. Upon a two-thirds roll call vote of the members of Council elected and serving, a Closed Session may be held to consider the purchase or lease of real property, to consult with the City's attorney on specific pending litigation, to review applications or appointments to a public office where the candidate requests confidentiality, to consider complaints or charges against a public officer, employee or individual agent when the named person requests a closed hearing, for strategy and negotiations when connected with a collective bargaining process; and for any other permissible purpose under and in accordance with the Michigan Open Meetings Act.
10. The Council will continue to cablecast its regular meetings to further inform local residents of City government issues, activities, and events.

**SECTION 6:**

**Filling of Vacancies for Boards and Commissions**

1. Requests will be made in local news media, social media, and the city website inviting qualified people to make application to the city manager. Applications are due 10 business days before the meeting in which the appointment will be considered. The vacancy must be posted at least 10 business days before the application deadline.
2. Recommendations from the pool of applicants will be requested from the city council liaison and the officers of the board or commission where the vacancy exists. The recommendations must be provided to the city manager five business days before the meeting in which the appointment will be considered.

Each Councilmember may provide a ranked list of their choices for each vacancy from the list of applicants. The choices must be given privately to the City Manager at least three business days before the meeting in which the appointment will be considered.

3. At the next regular meeting, or a special meeting called for that purpose, the City Manager must present a slate of candidates for the vacancies based on the recommendations from Councilmembers. Council may vote on the slate as a whole, or any Councilmember may

ask that a vacancy be considered separately from the slate. Any individual receiving four or more "yes" votes will be considered appointed.

**SECTION 7:**

Vacancies in the office of City Councilmember must be filled pursuant to Sections 3.6, 3.7 and 13.5 of the City Charter through the following procedure:

1. The City Clerk must publish and post notice of the City Council vacancy and the procedure and deadline for applying. City Council will accept applications from eligible candidates for 5 business days, or such other time as Council may prescribe, in order to complete the appointment process to fill the Council vacancy within the 30 days mandated by the City Charter.
2. The candidates applying are to be narrowed down to a list of finalists.
  - a. If 5 or fewer candidates apply, all are considered finalists.
  - b. If more than 5 candidates apply, each Councilmember may nominate up to 2 candidates. Nominations are to be provided to the City Manager. Each candidate receiving at least one nomination becomes a finalist.Finalists will be invited to the next City Council meeting to make a presentation and/or be interviewed by Council. A special meeting may be held for this purpose.
3. At its next following meeting, which may be a special meeting, Council must appoint 1 of the candidates to fill the Council vacancy. Each City Councilmember may nominate 1 candidate for appointment. No second to any nomination is required, nor is it necessary for a Councilmember to nominate a candidate if the Councilmember's preferred nominee has already been nominated.
4. A roll call vote must be conducted, and each Councilmember must vote among the nominees. A nominee who receives the vote of 4 or more of the Councilmembers currently holding office must be declared appointed. If no nominee receives 4 votes of the Councilmembers currently holding office and there are more than 2 nominees, then the nominee who receives the fewest votes will be dropped, and another vote must be taken among the remaining nominees. This process will continue until a nominee receives the vote of 4 or more of the Councilmembers currently holding office.

**SECTION 8:**

The Daily Tribune will be the official newspaper for the publication of notices and of proceedings and ordinances of the Council, as may be required by the law or by City Charter.

**SECTION 9:**

The City Attorney is designated to act as parliamentarian for the City Council.

**SECTION 10:**

Flagstar Bank is the designated official depository of City funding pursuant to Section 9.7 of the City Charter.

**SECTION 11:**

This resolution supersedes all existing resolutions, orders, rules and order of procedures insofar as they may be inconsistent herewith.

**SECTION 12:**

The City Clerk must post a copy of this resolution in City Hall and in two other different public and conspicuous places within the City.

**SECTION 13:**

Code of Ethics for Government Service applies to City Council as well as administrative officials appointed by Council.

Preamble

A code of ethics for government service calls upon public servants to treat their office as a public trust. It often takes extraordinary moral courage to do what is right. The strength and value of a code of ethics are found in their capacity to inspire voluntary commitment to higher moral standards than law or custom. By doing so, public servants inspire and justify confidence and faith in government.

ANY PERSON  
IN GOVERNMENT SERVICE SHOULD:

1. Put loyalty to the highest moral principles and to country above loyalty to persons, party, or government department.
2. Uphold the Constitution, laws, and regulations of the United States and of all governments therein and never be a party to their evasion.
3. Give a full day's labor for a full day's pay; giving earnest effort and best thought to the performance of duties.
4. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
5. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself or herself or for family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties.
6. Make no private promises of any kind binding upon the duties of office, since a government employee has no private word which can be binding on public duty.
7. Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.

8. Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
9. Expose corruption wherever discovered.
10. Express themselves – in both spoken and written communications – in a manner becoming of a City of Berkley official or representative and maintain a constructive tone that may not reasonably be construed as demeaning, harassing, accusatory, untruthful, or disrespectful.
11. Uphold these principles, ever conscious that public office is a public trust.

**SECTION 14:**

Pursuant to Sec 3.5 of the City Charter, resignations of elected officers must be made in writing and filed with the Clerk. At its next regular meeting following receipt thereof by the Clerk, Council must act upon the resignation. Any resignation accepted in this manner must be filled within 30 days of its acceptance, pursuant to Sec 3.5 of the City Charter and Section 7 of these rules.

A resignation filed with the City Clerk may be rescinded by filing a statement in writing with the City Clerk before Council accepts the resignation.

**SECTION 15:**

**Electronic Meetings**

Electronic participation of a City Councilmember will be permitted only in circumstances requiring accommodation of a member who is absent due to military duty and must be conducted in accordance with the Open Meetings Act.

Introduced and Passed at a Regular City Council Meeting on Monday, November 20, 2023.

---

Bridget Dean, Mayor

Attest:

---

Victoria Mitchell, City Clerk



# Memo

**To:** Mayor Dean and City Council  
**From:** Matthew Baumgarten, City Manager  
Victoria Mitchell, City Clerk  
**Date:** October 26, 2023  
**Subject:** Meeting Dates – 2024 and 2025

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The following schedule for the 2024 City Council meetings is based upon the approval of Resolution No. R-25-23. Considering the approval of a first and third Monday, the City Clerk also developed a tentative 2025 schedule of meetings as well.

<b>2024</b>	<b>2025 (Tentative)</b>
Monday, January 8, 2024	Monday, January 6, 2025
Monday, February 5, 2024	Monday, February 3, 2025
Monday, March 4, 2024	Monday, March 3, 2025
Monday, March 18, 2024	Monday, March 17, 2025
Monday, April 1, 2024	Monday, April 7, 2025
Monday, April 15, 2024	Monday, April 21, 2025
Monday, May 6, 2024	Monday, May 5, 2025
Monday, May 20, 2024	Monday, May 19, 2025
Monday, June 3, 2024	Monday, June 2, 2025
Monday, June 17, 2024	Monday, June 16, 2025
Monday, July 22, 2024	Monday, July 21, 2025
Monday, August 12, 2024	Monday, August 11, 2025
Monday, September 16, 2024	Monday, September 15, 2025
Monday, October 7, 2024	Monday, October 6, 2025
Monday, October 21, 2024	Monday, October 20, 2025
Monday, November 18, 2024	Monday, November 17, 2025
Monday, December 2, 2024	Monday, December 1, 2025
Monday, December 16, 2024	Monday, December 15, 2025

The proposed schedule does not include a minimum of two regular budget work sessions to be scheduled in May. The months of July, August, and September have one meeting consistent with previous City Council summer meeting schedules, and January 1<sup>st</sup>, 15<sup>th</sup>, and February 19<sup>th</sup> are holidays therefore city offices are closed.

I also request the meeting on the first Monday in November is canceled due to the Presidential Election.

The law states that within 10 days of the first meeting of a public body in each calendar or fiscal year, the body must publicly post a list stating the dates, times, and places of all its regular meetings at its principal office. If a public body does not have a principal office, the notice would be posted in the county clerk's office for a local public body or the office of the Secretary of State for a state public body. If there is a change in schedule, within three days of the meeting in which the change is made, the public body must post a notice stating the new dates, times, and places of regular meetings.

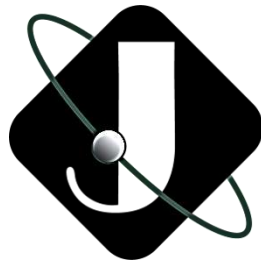
November 20, 2023 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember  
\_\_\_\_\_ to receive and adopt the FY 2023-2026 Strategic Plan.

Ayes:

Nays:

Motion:



# JADE Strategies

Leadership Coaching | Team Building | Organization Development

November 20, 2023

Matthew Baumgarten  
City Manager  
City of Berkley  
3338 Coolidge Hwy.  
Berkley, MI 48072

Dear Matt:

It has been a pleasure working with you, your staff, and City Council in developing a comprehensive, three-year strategic plan for the City of Berkley. I feel confident that we have set the foundation for efficient and effective operations, organizational growth, and productive partnerships.

In the following pages, please find the organization's Strategic Framework, Action Plan, and a summary of the process and outcomes from our development work, during which time we combined strategic planning with leadership development for the City's staff and City Council.

I understand that it is not always easy to hand the reins to a consultant and trust the process. I appreciate your confidence and look forward to working with you in the future to maximize the established momentum.

Please feel free to contact me with any questions about this Outcome Report or any other matter. I can be reached at (248) 860-8858 or [Joscelyn@JADEstrategies.com](mailto:Joscelyn@JADEstrategies.com).

Sincerely,

Joscelyn A. Davis  
President & CEO  
JADE Strategies, Inc.



# Strategic Plan FY2023 – FY2026

## OUTCOME REPORT

Facilitated by





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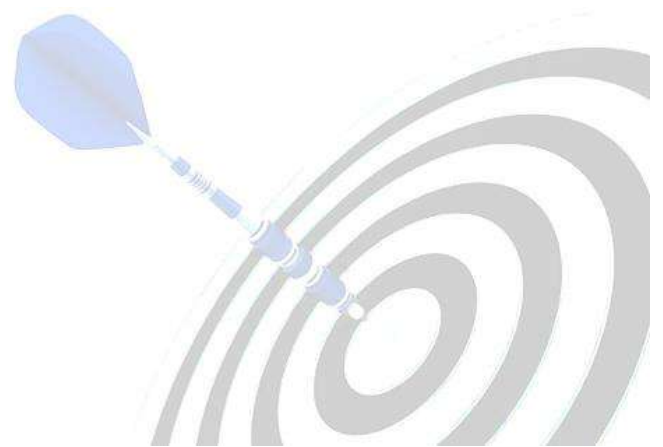
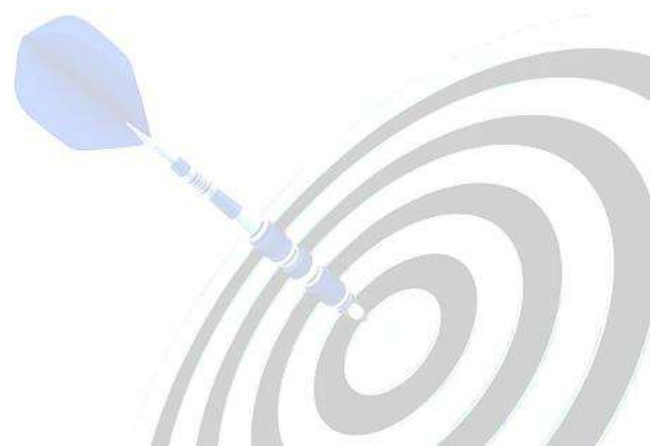
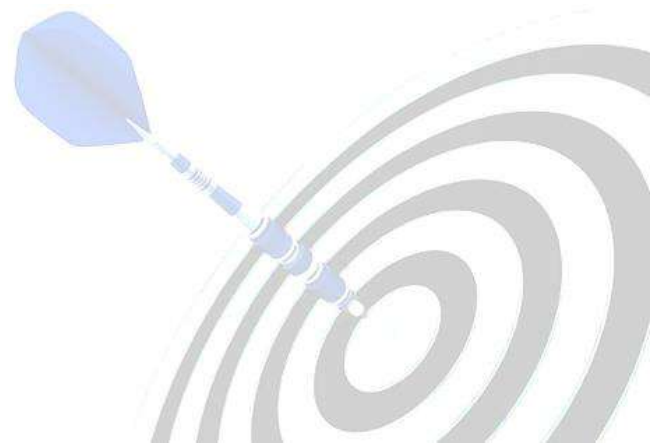
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## Defining Goals and Reinforcing Identity through Strategic Planning

### GOAL

The purpose of this project was to develop a comprehensive, three-year strategic plan that provides clear direction, improves process efficiencies, reinforces a collaborative culture, and aligns with the organization’s brand.

### STRATEGIES

- Identify priorities, objectives, strategies and evaluation process
- Develop efficient timeline with clear accountability & benchmarks
- Improve stakeholder communication & engagement

### PROCESS CALENDAR

#	Session	Focus	Participant(s)	Date
1	ANALYSIS	Strategic Process & Objectives	City Manager	1/5/23
2	STRATEGY	Culture & Environment Assessment	City Council	2/8/23
3		Governance Best Practices & Priorities		3/13/23
4		Action Plan: Effective Governance		4/10/23
5		Team Building, Culture & Strategic Content		6/1/23
6		Action Plan: Objectives	Director Team	6/13/23
7		Action Plan: Assignments		6/13/23 – 10/10/23
8		IMPACT	Strategic Plan Presentation	City Council
9	Engagement	Culture Survey	Admin Staff	TBD
10		Community Conversation	Focus Group	TBD





## Why is strategic planning important?

A comprehensive strategic plan strengthens the organization's culture. It engages multiple audiences and invites collaboration, creating unity around a common goal. It allows for the blending of ideas and insights, resulting in ownership. It reveals opportunities for shared resources and relationships, maximizing the organization's ability to operate with effectiveness and efficiency.

In other words, the Strategic Plan and the collaborative process of creating it become the standard vehicles through which the organization functions as a competent system.





# Strategic Framework: Organization Identity\*

*Mission, Vision, and Core Values statements shape and support the organization's identity and assist in establishing the organization's brand – the memorable image of competence and leadership the community trusts.*

## Mission

Berkley will strive to enhance economic vitality, preserve neighborhoods, and foster progress to implement the City's vision and values.

## Vision

Berkley will be a thriving 21st Century municipality, rooted in strong neighborhoods and a walkable design, supported by a caring community that helps every resident, business, and visitor to flourish.

## Core Values

**Berkley is Caring.**

**Berkley is Innovative.**

**Berkley is Welcoming.**

**Berkley is Active.**

*\* Berkley's Mission, Vision, and Values were established through the Master Plan process prior to Strategic Planning.*







# Strategic Framework: Priority Outcome Statements

## Administrative Operations

Berkley's government implements business best practices and continuous improvements that result in accountability, transparency, innovation, cost-effectiveness and operational efficiency.

## Community Amenities

Berkley implements both long- and short-term plans that maximize use of current spaces, address growth needs, maintain infrastructures, and provide opportunities for regional partnerships.

## Economic Development

In response to changing community needs, the City of Berkley establishes diverse and proactive initiatives that result in sustainability and growth within a culture that supports divergent business functions and initiatives.

## Effective Governance

As a trusted community steward, Berkley's City Council practices standards of excellence in government leadership and actively engages in strategies that realize priorities and achieve the City's vision.

## Fiscal Responsibility

Berkley maintains operations, advances growth, and supports development by actively managing the City's financial resources and proactively pursuing alternative funding options.

## Marketing & Brand Management

Berkley executes a research-based communication strategy that increases stakeholder awareness, attracts critical partnerships, and positions the City as a respected and visionary thought leader.





# Strategic Framework: Objectives

## ADMINISTRATIVE OPERATIONS

Berkley's government implements business best practices and continuous improvements that result in accountability, transparency, innovation, cost-effectiveness and operational efficiency.

- I. Maintain employee performance excellence.
- II. Ensure program and service efficacy and efficiency.

## COMMUNITY AMENITIES

Berkley implements both long- and short-term plans that maximize use of current spaces, address growth needs, maintain infrastructures, and provide opportunities for regional partnerships.

- I. Implement building and facility assessments.
- II. Develop facilities maintenance budget.
- III. Identify regional partners that inspire community will.
- IV. Determine resident and business owner priorities.

## ECONOMIC DEVELOPMENT

In response to changing community needs, the City of Berkley establishes diverse and proactive initiatives that result in sustainability and growth within a culture that supports divergent business functions and initiatives

- I. Attract new and continued investment for each distinct major corridor.
- II. Encourage commercial parcel consolidation.
- III. Identify marketable properties.
- IV. Enhance effectiveness and benefits of the DDA funding model.
- V. Secure Planning Commission and City Council support for Master Plan.
- VI. Facilitate expanded and diverse housing options for each district/corridor.





# Strategic Framework: Objectives

## EFFECTIVE GOVERNANCE

As a trusted community steward, Berkley’s City Council practices standards of excellence in government leadership and actively engages in strategies that realize priorities and achieve the City’s vision.

- I. Implement a strategic performance evaluation process.
- II. Build public will.
- III. Mitigate challenges and risks.
- IV. Realize a “Think Regional” strategy.
- V. Promote culture of leadership excellence and collaboration.

## FISCAL RESPONSIBILITY

Berkley maintains operations, advances growth, and supports development by actively managing the City’s financial resources and proactively pursuing alternative funding options.

- I. Execute best practices in fiscal management.
- II. Implement long-term forecasting.
- III. Secure grant funding.

## MARKETING & BRAND MANAGEMENT

Berkley executes a research-based communication strategy that increases stakeholder awareness, attracts critical partnerships, and positions the City as a respected and visionary thought leader.

- I. Develop a comprehensive communication strategy for the City.
- II. Promote the City’s organization identity and brand.
- III. Maximize stakeholders’ interests in and commitment to City initiatives.
- IV. Develop/update communication policies and procedures.





# The Process

## ***The Process becomes the cultural norm.***

While a strategic planning document outlines the path to growth and development, the *process* of generating such a document produces a cultural model. As a result, decisions made at every level of the organization reflect a thorough assessment of the environment, the organization's vision and values, and the blended ideas and insights of multiple stakeholders.

A thorough planning process includes leadership development at every level, designed to equip key stakeholders with performance tools. Through the strategic process, stakeholders learn and practice collaboration, analysis, and engagement techniques proven to maximize the success of organizational development.





# Environment Assessment

## Why does Berkley government exist?

### CITY COUNCIL

- To create rules and regulations
- To provide public welfare & safety
- To provide services
- To provide infrastructure
- To improve lives and well-being
- To invest collective resources
- To look past self-interests now and in the future
- To invest in future resources
- To create community
- To steward resources
- To bring joy
- To serve as a “Tiny Destination”
- To be an attraction for entertainment
- To support local business growth
- To attract potential customers
- To provide stability for family and businesses
- To differentiate from other communities due to our mission and quality services

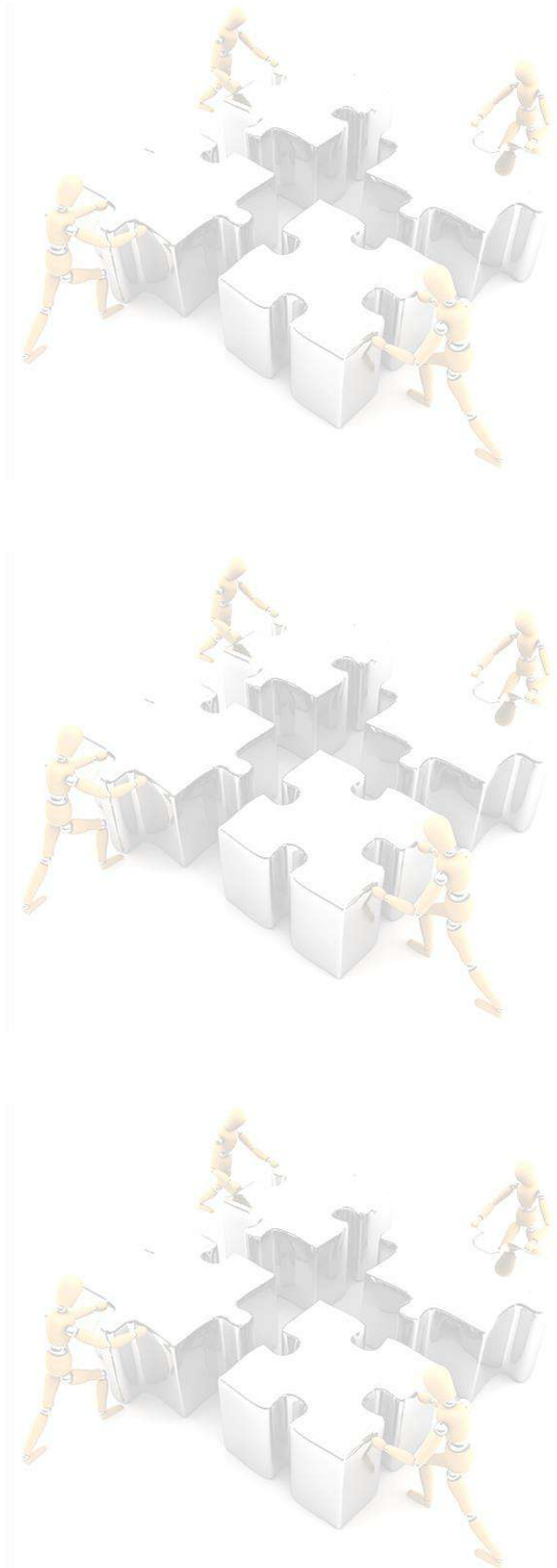




## Key Stakeholders & Priority Partnerships

- Citizens/residents
- Community organizations
- School district
- Administration/staff
- Council members
- Berkley's boards/commissions
- Business community (local, regional)
- Contractors/consultants
- Volunteers
- Nonprofits
- MML/NLC
- Neighboring governments
- County/state/federal
- Foundations
- Academies
- Legal team
- Neighboring communities
- County/state/federal
- Service organizations
- Visitors
- Nonprofits
- Think tanks
- Future generations
- DDA
- Social forums
- Chamber of Commerce

*Highest ranked by participants*



*\*Key Stakeholder & Partnership list combines input from all participants in the planning process.*





# Environmental Assessment

## Positive Community Trends

### CITY COUNCIL

- Investment in parks/public spaces
- Younger families moving in
- Changing neighborhood demographics/more diversity
- Growing downtown/new businesses choosing COB
- Excellent schools
- Investment in EV/electrification
- Cooperation/respect for council, boards, employees
- Communication & outreach
- DDA engagement=Destination (e.g., murals, skeletons)
- Collaboration w/neighboring cities, businesses, etc.
- Excellent bond rating
- Efforts to increase state & fed funding
- Rankings on “Top Ten” lists
- Road infrastructure millage
- ZBA/ordinance updates

### DIRECTORS

- Inclusion
- Community engagement
- Houses selling
- High community investment
- Staff/leadership team
- New ideas/expectations
- New businesses (choosing Berkley)
- Walkability/access
- Capital investments
- Investments in planning
- Investments in staff training
- DDA energy (farmers market)
- Quality of new businesses
- More community events
- Destination for residents
- Apartment options

## Perceived Opportunities

### CITY COUNCIL

- New staff and leadership
- More equity and inclusion
- Death of the “Good enough for Berkley” attitude
- Embrace the City’s diversity (council, staff, employees, volunteers)
- Align Strategic Plan and Master Plan
- Unencumbered federal Covid funding
- Think regionally (e.g., shared/connected bike paths, transit)
- Rethink zoning
- New revenue possibilities (e.g., I13A, IRA)
- Increase efficiency
- Higher quality staff
- Complete Master Plan
- Increased resident/volunteer engagement
- Grow downtown (e.g., social district, business diversification)
- Increased staff to get more done
- Infrastructure improvements

### DIRECTORS

- Engaged citizens
- Committed staff
- New staff
- Location
- New resident mindset
- New millage vote
- City has positive image
- New business in previously empty shops
- Review of cost benefit analysis for programs and services
- Safety
- Affordable business market



*Highest ranked by participants*





## Negative Community Trends

### CITY COUNCIL

- Lack of respect for differing views
- Distrust in government
- Unfunded mandates
- Persistent remnants of Old Berkley (racism, misogyny)
- Budget restrictions
- Neighborhood changes and diversity (sometimes) leads to conflict/fear of change
- Other neighboring communities moving forward while Berkley treads water
- Toxic political climate
- Potential recession
- Silo mentalities
- Leadership burnout in the face of challenges

### DIRECTORS

- Lack of funding
- Social media/Communication expectations
- Negative vocal minority
- Low staff levels
- Increased requirements from state and feds
- Service reductions
- Lack of community support/understanding
- Council/public lack of understanding re: day-to-day operations
- Disjointed Council priorities/pet projects
- Increased cost of living
- Compact streetscape limits on 12 Mile (western)

## Perceived Challenges

### CITY COUNCIL

- Decaying infrastructure (roads, sewers, bldgs.)
- Staff turnover/retention/attraction
- Negative attitudes in general
- \$2M Budget cut
- Erosion of local control & MILEG
- Lack of leadership alignment
- Same small core group of residents most vocal/involved
- Role confusion/reach of local government
- Confusion re: public service vs. "politics"
- Pension obligations
- Headlee Override vote
- Lack of interest in public service
- Climate change

### DIRECTORS

- Engaged citizens
- Social media (Facebook, Next Door)
- Negative community feelings
- Not enough staff/Staff recruitment
- Lack of state/federal funding
- High service expectations
- Land scarcity
- Parking space
- Unfunded mandates
- Aging infrastructure
- Internal retirements (knowledge leaving)
- Lack of natural spaces



*Highest ranked by participants*







# Visioning

## What do stakeholders value about Berkley?

### CITY COUNCIL

- Reliability (plow, pick up, safety, library)
- More services than other communities
- Stability/comfort in absence of drama
- Competence (staff)
- Accessibility to leaders, staff
- Personable attitudes
- Small town (size)
- We care. We're helpful, accommodating.

### DIRECTORS

- School system
- Small town environment
- Location
- Walkability
- Park access
- Small businesses
- Resources
- Proximity to Beaumont
- Access to highways
- Services
- Safety
- Sense of community
- Inclusion
- Generational longevity
- Active involvement
- Proximity to retailers
- Community events
- Young families
- Peer networks





# Visioning

## How should Berkley government be described in 10 years?

### CITY COUNCIL

- Vibrant, responsive culture
- Progressive
- Innovative thought leader
- Diverse, representative
- Improved
- Hyper customer-focused
- Rivals private companies in being one of the best places to work
- Good-to-great
- Wise risk-takers
- Nimble
- Efficient, out of the way
- Expected awesomeness
- Business advocate
- Aligned leadership
- Innovative sustainability practices
- Demonstrated shared vision; cohesion
- Financial sustainability
- Infrastructure sustainability
- Has heart

### DIRECTORS

- Realized its potential
- Inclusive
- Great services
- Sustained positive elements
- Affordable
- New services for seniors
- Flexible, innovative, open
- Financially sustainable
- Nice people on social media
- Safest community
- Appropriate staffing levels
- New City facilities (City Hall, Public Safety)
- State-of-the-art recreation center
- Dog park
- Downtown grocery store
- Public transportation to Detroit
- Destination to shop, live & work
- Late-hour events/restaurant options
- Diverse, upgraded housing stock
- Mixed-use buildings
- New, safe walking paths
- New/green infrastructure
- Age-in-place destination





## Accountable Governance

*“Organization health will one day surpass all other disciplines in business as the greatest opportunity for improvement and competitive advantage.” - Patrick Lencioni*

Members of Berkley City Council participated in three retreats during the Strategic Planning process, where they engaged in visioning, team building and leadership development. Members reached consensus on the qualities required for organizational excellence; the body’s Rules of Engagement, designed to maximize meeting productivity; and the tenets of their roles as elected leaders and community stewards.

### Characteristics of a Successful Organization

- Shared vision
- Ongoing assessment/improvements
- Transparency
- Sustainable Vision, Expertise, Motivation, Planning, Resources, and Evaluation
- Continuing education/development
- Effective marketing (e.g., “cool logo”)
- Stable finances
- Recognition
- People feel valued
- Energy/efforts align with vision
- Growth
- Personal mental health

### City Council’s Rules of Engagement

- ❖ Authenticity
- ❖ Honesty
- ❖ Speaking your mind
- ❖ Open-mindedness
- ❖ Listening to understand (not just to respond)
- ❖ Assuming everyone has good intentions
- ❖ Transparency
- ❖ Inclusion
- ❖ Respect
- ❖ Not talking over each other
- ❖ Coming prepared
- ❖ Operating from shared set of facts

### Best Practices in Leadership Engagement

- ❖ Partner with the City Manager
- ❖ Oversee business, affairs, and properties
- ❖ Ensure alignment with mission and purpose
- ❖ Honor fiduciary responsibility re: financial standing
- ❖ Review organizational framework
- ❖ Approve Strategic Plan, Operating Budget, and Master Plan
- ❖ Actively participate on at least one board and/or commission
- ❖ Regularly communicate with constituents and engage stakeholders





# Berkley Director Team

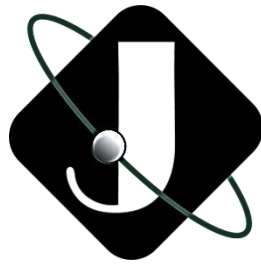
## Performance Excellence

Berkley's department directors participated in two retreats during the Strategic Planning process, in which they collaborated on a community needs assessment framework; aligned strategies with priorities established by City Council; and engaged in leadership development and team building activities focused on maximizing team performance.

### Recommendations for sustaining a high-functioning team:

- Implement a comprehensive performance evaluation process for individual employees, departments, and the organization based on Strategic Plan priorities and objectives.
- Facilitate routine, disciplined meetings:
  - Establish consistent meeting rhythms at all levels of the organization.
  - Utilize online project management tools.
  - Develop and distribute specific agendas and timely meeting summaries.
  - Adopt Rules of Engagement to maximize meeting productivity.
- Explore ways to maintain trust throughout the organization, e.g., consistent communication, bi-annual retreats for training and team building, prize-awarding contests, staff projects related to culture-branding.
- Engage experts in planning and coaching.
- Perform annual culture assessment.





# JADE Strategies

Leadership Coaching | Team Building | Organization Development

Master the Formula for Extraordinary Leadership,

**ANALYSIS. STRATEGY. IMPACT.**

High-Performing Teams and Sustainable Transformation.

Joscelyn A. Davis



President & CEO

Joscelyn@JADEstrategies.com

1+(248) 860-8858



JADEstrategies.com



# Strategic Plan

## FY2023 – FY2026

# ACTION PLAN

## Administration

Facilitated by





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# The Plan

## ***The Plan is the organization's blueprint for priority execution.***

Sustainable organizational change involves a thorough cultural analysis, stakeholder engagement, and data-based action planning. Results identify clear goals that respond to stakeholder expectations and measurable strategies designed to maximize operational efficiency and promote the organization's brand.







# Strategic Framework: Organization Identity\*

*Mission, Vision, and Core Values statements shape and support the organization's identity and assist in establishing the organization's brand – the memorable image of competence and leadership the community trusts.*

## Mission

Berkley will strive to enhance economic vitality, preserve neighborhoods, and foster progress to implement the City's vision and values.

## Vision

Berkley will be a thriving 21st Century municipality, rooted in strong neighborhoods and a walkable design, supported by a caring community that helps every resident, business, and visitor to flourish.

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# Strategic Framework: Objectives

## ADMINISTRATIVE OPERATIONS

Berkley's government implements business best practices and continuous improvements that result in accountability, transparency, innovation, cost-effectiveness and operational efficiency.

- I. Maintain employee performance excellence.
- II. Ensure program and service efficacy and efficiency.

## COMMUNITY AMENITIES

Berkley implements both long- and short-term plans that maximize use of current spaces, address growth needs, maintain infrastructures, and provide opportunities for regional partnerships.

- I. Implement building and facility assessments.
- II. Develop facilities maintenance budget.
- III. Identify regional partners that inspire community will.
- IV. Determine resident and business owner priorities.

## ECONOMIC DEVELOPMENT

In response to changing community needs, the City of Berkley establishes diverse and proactive initiatives that result in sustainability and growth within a culture that supports divergent business functions and initiatives

- I. Attract new and continued investment for each distinct major corridor.
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- III. Identify marketable properties.
- IV. Enhance effectiveness and benefits of the DDA funding model.
- V. Secure Planning Commission and City Council support for Master Plan.
- VI. Facilitate expanded and diverse housing options for each district/corridor.





# Strategic Framework: Objectives

## EFFECTIVE GOVERNANCE

As a trusted community steward, Berkley’s City Council practices standards of excellence in government leadership and actively engages in strategies that realize priorities and achieve the City’s vision.

- I. Implement a strategic performance evaluation process.
- II. Build public will.
- III. Mitigate challenges and risks.
- IV. Realize a “Think Regional” strategy.
- V. Promote culture of leadership excellence and collaboration.

## FISCAL RESPONSIBILITY

Berkley maintains operations, advances growth, and supports development by actively managing the City’s financial resources and proactively pursuing alternative funding options.

- I. Execute best practices in fiscal management.
- II. Implement long-term forecasting.
- III. Secure grant funding.

## MARKETING & BRAND MANAGEMENT

Berkley executes a research-based communication strategy that increases stakeholder awareness, attracts critical partnerships, and positions the City as a respected and visionary thought leader.

- I. Develop a comprehensive communication strategy for the City.
- II. Promote the City’s organization identity and brand.
- III. Maximize stakeholders’ interests in and commitment to City initiatives.
- IV. Develop/update communication policies and procedures.





# Action Plan

## ADMINISTRATIVE OPERATIONS

Berkley's government implements business best practices and continuous improvements that result in accountability, transparency, innovation, cost-effectiveness and operational efficiency.

<b>Objective</b>	<b>I</b>	<b>Maintain employee performance excellence.</b>
------------------	----------	--

<b>Approach</b>	<b>a</b>	<b>Offer regular professional development opportunities for staff.</b>
-----------------	----------	--

#	TACTICS	CHAMPION	TARGET
1	Host monthly citywide training events.		
2	Provide relevant professional development for specific departments.		

<b>Approach</b>	<b>b</b>	<b>Launch staff accountability process.</b>
-----------------	----------	---

#	TACTICS	CHAMPION	TARGET
1	Implement performance evaluation process for all employees.		
2	Align individual development and performance targets with organizational goals.		
3	Require each employee to identify an annual development target and method.		
4	Develop and track employee incentive initiative, e.g., merit-based raises.		

<b>Approach</b>	<b>c</b>	<b>Cultivate innovation.</b>
-----------------	----------	------------------------------

#	TACTICS	CHAMPION	TARGET
1	Create opportunities for idea-sharing between departments, e.g., brainstorming sessions.		
2	Develop collaborative Rules of Engagement to maximize productivity in internal meetings.		
3	Institute a "meeting rhythms" culture.		
4	Normalize "healthy conflict" to encourage honest, critical thinking, discussions and planning.		

<b>Approach</b>	<b>d</b>	<b>Prioritize staff's mental health and work-life balance</b>
-----------------	----------	---

#	TACTICS	CHAMPION	TARGET
1			
2			
3			





# Action Plan

## ADMINISTRATIVE OPERATIONS

Berkley’s government implements business best practices and continuous improvements that result in accountability, transparency, innovation, cost-effectiveness and operational efficiency.

**Objective II** Ensure program and service efficacy and efficiency.

**Approach a** Evaluate program and service effectiveness.

#	TACTICS	CHAMPION	TARGET
1	Perform risk, cost, and impact analyses for all new and existing programs and services.		
2	Engage end-users in assessing program and service efficacy, e.g., survey, focus group.		
3	Regularly measure progress on department goals and overall performance.		

**Approach b** Maintain best practices in program and service delivery.

#	TACTICS	CHAMPION	TARGET
1	Invest in opportunities to learn best practices related to cost-cutting programs.		
2	Align department goals and performance targets with organizational goals.		
3	Implement process for regular evaluation of leadership’s ability to “stick to the plan.”		

**Approach c** Attract and retain high-quality employees for full organization capacity.

#	TACTICS	CHAMPION	TARGET
1			
2			
3			





# Action Plan

## COMMUNITY AMENITIES

Berkley implements both long- and short-term plans that maximize use of current spaces, address growth needs, maintain infrastructures, and provide opportunities for regional partnerships.

**Objective I** Implement building and facility assessments.

**Approach a** Launch discovery.

#	TACTICS	CHAMPION	TARGET*
1	Survey building directors and staff about needs, desires and emergent repairs.		
2	Collect feedback from stakeholders, e.g., resident survey, focus group.		

**Approach b** Perform formal assessments.

#	TACTICS	CHAMPION	TARGET*
1	Hire consultant to perform building and/or facility assessments.		
2	Prioritize needs.		

**Approach c** Seek community support.

#	TACTICS	CHAMPION	TARGET*
1	Communicate findings, and priorities to stakeholders.		
2	Pursue millage.		
3	Identify relevant grants.		
4	Implement projects.		

- I. Implement building and facility assessments.
- II. Develop facilities maintenance budget.
- III. Identify regional partners that inspire community will.
- IV. Determine resident and business owner priorities.





# Action Plan

## ECONOMIC DEVELOPMENT

In response to changing community needs, the City of Berkley establishes diverse and proactive initiatives that result in sustainability and growth within a culture that supports divergent business functions and initiatives

**Objective I** Attract new and continued investment for each distinct major corridor.

**Approach a** Enhance aesthetics.

#	TACTICS	CHAMPION	TARGET*
1	Create street scape for 11 Mile Rd.		
2	Leverage/activate new art space collaborative as anchor of Coolidge corridor.		
3	Redevelop Cambridge and Columbia blocks of Coolidge corridor.		
4	Update DDA mural program in all corridors.		
5	Facilitate installation of 10 new murals on Coolidge.		

**Approach b** Improve user amenities.

#	TACTICS	CHAMPION	TARGET*
1	Implement downtown parking best practices as identified in the parking study.		
2	Construct planned walking path from 12 Mile Rd. to city limits.		
3	Develop features in Coolidge corridor, e.g., improve pavement markings and crosswalk.		
4	Complete and distribute downtown murals walking map.		

**Approach c** Clarify policies and procedures.

#	TACTICS	CHAMPION	TARGET*
1	Adopt zoning ordinance that aligns with Master Plan vision.		
2			

- I. Attract new and continued investment for each distinct major corridor.
- II. Encourage commercial parcel consolidation.
- III. Identify marketable properties.
- IV. Enhance effectiveness and benefits of the DDA funding model.
- V. Secure Planning Commission and City Council support for Master Plan.
- VI. Facilitate expanded and diverse housing options for each district/corridor.





# Action Plan

## FISCAL RESPONSIBILITY

Berkley maintains operations, advances growth, and supports development by actively managing the City's financial resources and proactively pursuing alternative funding options.

**Objective I** Execute best practices in fiscal management.

**Approach a** Sustain property values.

#	TACTICS	CHAMPION	TARGET*
1	Prioritize service and program funding to ensure Berkley's real estate market remains strong.		
2	Update Zoning Code to facilitate property rehabilitation and redevelopment.		

**Approach b** Target revenue growth opportunities.

#	TACTICS	CHAMPION	TARGET*
1	Pursue adjustment to City Millage Rates based on maintaining service levels.		
2	Identify city-owned property that can be sold/transitioned to private taxable use.		
3	Identify cost-for-service opportunities.		

**Objective II** Implement long-term forecasting.

**Approach a** Monitor revenue.

#	TACTICS	CHAMPION	TARGET*
1	Maintain five-year revenue projection to mitigate financial shortfalls.		
2	Identify potential long-term revenue from specially-taxed business entities.		

**Approach b** Monitor expenses.

#	TACTICS	CHAMPION	TARGET*
1	Maintain accurate seven-year plan for capital projects and equipment replacement.		
2	Anticipate shifts in personnel costs for each department.		

**Objective III** Secure grant funding.

**Approach a** Identify grant opportunities.

#	TACTICS	CHAMPION	TARGET*
1	Hire a dedicated grant writing position (contractual or part-time).		
2	Increase external networking to learn about funding opportunities.		







# Action Plan

## MARKETING & BRAND MANAGEMENT

Berkley executes a research-based communication strategy that increases stakeholder awareness, attracts critical partnerships, and positions the City as a respected and visionary thought leader.

### Objective

**I**

**Develop a comprehensive communication strategy for the City.**

### Approach

**a**

**Conduct research.**

#	TACTICS	CHAMPION	TARGET*
1	Interview department heads about communication needs.		
2	Review and assess existing collateral material.		
3	Facilitate community focus group.		
4	Collect internal survey results about communication effectiveness.		
5	Identify and prioritize communication gaps.		
6	Identify best practices.		

### Approach

**b**

**Publish a three-year Communication Plan.**

#	TACTICS	CHAMPION	TARGET*
1	Compartmentalize plan, e.g., event promotion, resident education, website, social media/eblasts, professional writing, branding, policies and protocols, newsletter, calendar, and cable content.		
2	Draft detailed department activity calendar (internal).		
3	Distribute high-level department activity calendar (to departments).		

### Objective

**II**

**Promote the City's organization identity and brand.**

### Approach

**a**

**Manage internal branding.**

#	TACTICS	CHAMPION	TARGET*
1	Develop an internal brand strategy, e.g., logo and seal use, email signatures, production approval process, etc.		
2	Secure essential branded items, e.g., podium seal, signage, office supplies, etc.		
3			

### Approach

**b**

**Promote the City's brand in community.**

#	TACTICS	CHAMPION	TARGET*
1	Update City giveaway(s) with current logo and tagline, e.g., stickers, pens, cups, etc.		
2	Supply branded item(s) at community events.		
3	Include City's mission, vision, and/or values on all collateral material, e.g., flyers, etc.		
4			





# Action Plan

## MARKETING & BRAND MANAGEMENT

Berkley executes a research-based communication strategy that increases stakeholder awareness, attracts critical partnerships, and positions the City as a respected and visionary thought leader.

### Objective

III

Maximize stakeholders' interests in and commitment to City initiatives.

### Approach

a

Promote transparency and education.

#	TACTICS	CHAMPION	TARGET*
1	Use regular mailings to inform/remind residents about events and activities, e.g., newsletter, water bill.		
2	Establish relationships with local news media contacts and send regular communication.		
3	Develop/update and publish a handout with descriptions of City departments.		
4	Develop/update and publish a Resident Handbook.		

### Approach

b

Establish consistent communication forums.

#	TACTICS	CHAMPION	TARGET*
1	Publish/distribute regular community newsletter.		
2	Post current event and informational "flyers" on cable station.		
3	Develop a monthly, interview-formatted show on the cable station.		
4	Send a monthly eblast with highlights from the newsletter and emerging information.		

### Objective

IV

xxxxxxx

### Approach

a

Develop/update communication policies and procedures.

#	TACTICS	CHAMPION	TARGET*
1	Develop protocol on staff's and city council's interaction with social media posters.		
2	Develop crisis communication protocol with director-level call tree.		
3	Develop media response protocol.		
4	Develop/update photo permission and other liability mitigation forms.		

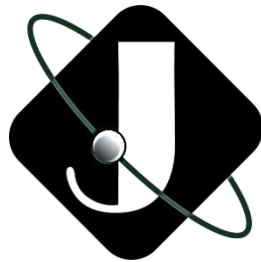
### Approach

b

Promote City's position on diversity, inclusion and culture.

#	TACTICS	CHAMPION	TARGET*
1	Obtain consensus from administrative leadership and City Council on City's position.		
2	Develop an official statement on the City's position.		
3	Develop and promote a slogan that encompasses the City's position.		
4	Establish buy-in from City staff through direct survey question or directors' feedback.		
5	Share City's position with the community, e.g., newsletter, council commentary, slogan, etc.		





# JADE Strategies

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Joscelyn A. Davis



President & CEO

Joscelyn@JADEstrategies.com

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# Strategic Plan

## FY2023 – FY2025

# ACTION PLAN

## Berkley City Council

Facilitated by





# The Plan

## ***The Plan is the organization's blueprint for priority execution.***

Sustainable organizational change involves a thorough cultural analysis, stakeholder engagement, and data-based action planning. Results identify clear goals that respond to stakeholder expectations and measurable strategies designed to maximize operational efficiency and promote the organization's brand.





# Strategic Framework: Priority Outcome Statements

## Administrative Operations

Berkley's government implements business best practices and continuous improvements that result in accountability, transparency, innovation, cost-effectiveness and operational efficiency.

## Community Amenities

Berkley implements both long- and short-term plans that maximize use of current spaces, address growth needs, maintain infrastructures, and provide opportunities for regional partnerships.

## Economic Development

In response to changing community needs, the City of Berkley establishes diverse and proactive initiatives that result in sustainability and growth within a culture that supports divergent business functions and initiatives.

## Effective Governance

As a trusted community steward, Berkley's City Council practices standards of excellence in government leadership and actively engages in strategies that realize priorities and achieve the City's vision.

## Fiscal Responsibility

Berkley maintains operations, advances growth, and supports development by actively managing the City's financial resources and proactively pursuing alternative funding options.

## Marketing & Brand Management

Berkley executes a research-based communication strategy that increases stakeholder awareness, attracts critical partnerships, and positions the City as a respected and visionary thought leader.





# Action Plan

## EFFECTIVE GOVERNANCE

As a trusted community steward, Berkley’s City Council practices standards of excellence in government leadership and actively engages in strategies that realize priorities and achieve the City’s vision.

### Objective

I

Implement a strategic performance evaluation process.

### Approach

a

Complete a comprehensive three-year Strategic Plan (2023-2025).

#	TACTICS	CHAMPION	TARGET*
1	Develop framework.		3/23
2	Approve Strategic Plan.		7/23
3	Establish biannual review dates to track goal progress.		7/23
4	Develop annual reporting framework to share progress with stakeholders.		9/23

### Approach

b

Align Strategic Plan and Master Plan.

#	TACTICS	CHAMPION	TARGET*
1	Assign Task Force to crosswalk objectives within each document and identify alignment.		6/23
2	Convene special meeting to review and approve (align with 1-a-b).		7/23
3	Develop communication plan to share how Master Plan translates into Strategic Plan with residents.		9/23

### Approach

c

Establish clear performance metrics/criteria for the City Manager that align with the Strategic Plan.

#	TACTICS	CHAMPION	TARGET*
1	Draft key goals that drive successful execution of Strategic Plan.		7/23
2	Create a rating scale/tool that measures performance against goals; ensure alignment/consistency with raters.		8/23
3	Establish performance review timeline aligned with budget and Strategic Plan.		8/23
4	Roll out performance review plan to City Manager and City Council.		10/23
5	City Manager to implement similar review process with direct reports.		6/24

### Approach

d

Coordinate work of boards and commissions with the Strategic Plan.

#	TACTICS	CHAMPION	TARGET*
1	Hold public meeting with all board and commission members for 1 <sup>st</sup> review of Council-approved Strategic Plan.		9/23
2	Council liaison works with individual boards and commissions on how each can support specific initiatives.		12/23
3	Boards and commissions develop objectives to support Strategic Plan, as applicable.		2/24
4	Develop annual progress reporting process for boards and commissions.		2/24





# Action Plan

## EFFECTIVE GOVERNANCE

As a trusted community steward, Berkley’s City Council practices standards of excellence in government leadership and actively engages in strategies that realize priorities and achieve the City’s vision.

### Objective II Build public will.

#### Approach a Increase community outreach as a body and be present and engaged at community events.

#	TACTICS	CHAMPION	TARGET*
1	Establish process to ensure that council members attend a majority of DDA and Chamber events, e.g., ribbon cuttings, block parties, etc.		7/23
2	Establish process to ensure council members attend most events hosted by Berkley school district and other community nonprofits, etc.		7/23
3	Manage community outreach processes.		Quarterly
4	Review participation data and adjust processes, as needed.		Semi-annually

#### Approach b Help residents understand where to direct inquiries and concerns.

#	TACTICS	CHAMPION	TARGET*
1	Review existing processes, recommendations, documentation, guidelines, FAQs, etc. that are related to directing inquiries and concerns.		8/23
2	Draft updates/corrections to the existing materials and identify new/alternative methods of interacting with City Hall.		11/23
3	Roll-out/share the materials (including new/updated methods) with residents, business owners, downtown property owners, etc.		1/24
4	Execute a quarterly “soft roll-out” of the materials that will (a) remind those who are aware of the options, and (b) inform those who are new/missed the earlier outreach.		Quarterly

#### Approach c Build local partnership capacity to advance city priorities.

#	TACTICS	CHAMPION	TARGET*
1	Affirm the set of city priorities to be advanced through local partnerships.		1/24
2	Identify specific Berkley partnership opportunities (DDA members, Chamber members, community sports/coaching leaders, School District leaders, Church/spiritual leaders, etc.		2/24
3	Prepare “one-pager” handouts about each of the priorities that includes a description, current state, desired state, and ways that local partners may help advance them.		3/24
4	Host a meet and greet type event with the various local partners and have tables and/or provide brief comments about each of the priorities.		4/24
5	Monitor progress as Council/Administration work with local partners to advance city priorities and adjust as needed along the way.		Quarterly







# Action Plan

## EFFECTIVE GOVERNANCE

As a trusted community steward, Berkley’s City Council practices standards of excellence in government leadership and actively engages in strategies that realize priorities and achieve the City’s vision.

### Objective

II

Build public will.

### Approach

d

Enact policies that promote diversity.

#	TACTICS	CHAMPION	TARGET*
1	Form an ad-hoc three-member City Council committee focused on diversity, equity, and inclusion (DEI) across Berkley’s municipal operations.		8/23
2	Establish a schedule or calendar of DEI-related events and activities (e.g., monthly book study discussions, quarterly guest speakers at the library, etc.).		9/23
3	Ratify an official City of Berkley policy on diversity, equity, and inclusion that focuses on employees, contractors/consultants, vendors, volunteers, etc.		10/23
4	Develop a three- to five-year strategy that includes plans to (a) establish DEI infrastructure; (b) grow DEI leadership; and (c) improve DEI impact.		3/24
5	Report out on DEI activities (meetings, events, metrics, etc.) and propose adjustments as necessary to ensure the DEI policy is meaningfully and sustainably embraced.		Quarterly





# Action Plan

## EFFECTIVE GOVERNANCE

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### Objective

III

Mitigate challenges and risks.

### Approach

a

Perform longer-term (3-5 years) economic forecasting.

#	TACTICS	CHAMPION	TARGET*
1	Determine goals for economic forecasting.		8/23
2	Develop the forecast (in-house or consultant).		12/23
3	Use forecast for budget planning.		Annually
4	Update forecast.		Annually

### Approach

b

Implement a community feedback strategy.

#	TACTICS	CHAMPION	TARGET*
1	Normalize “How are we doing?” inquiries (cards, links in emails, water bills, invoices, etc.).		8/23
2	Identify desired feedback, audience and follow-up usage.		10/23
3	Develop feedback methodology and questionnaire (in-house or consultant).		2/24
4	Collect stakeholder feedback.		4/24
5	Report results.		5/24
6	Use feedback in planning.		6/26
7	Establish consistent process, e.g., every 2-4 years.		2/24

### Approach

c

Address infrastructure and municipal facility needs.

#	TACTICS	CHAMPION	TARGET*
1	Evaluate and update existing facilities conditions document.		12/23
2	Develop comprehensive Asset Management Plan (AMP).		12/23
3	Develop guidelines for new assets to inform AMP.		12/23
4	Develop road replacement plan.		12/25
5	Develop water main replacement plan.		12/25
6	Develop lead service line replacement plan.		12/25
7	Advocate for regional stormwater utility.		12/26
8	Refresh plans.		Semi-annually





# Action Plan

## EFFECTIVE GOVERNANCE

As a trusted community steward, Berkley’s City Council practices standards of excellence in government leadership and actively engages in strategies that realize priorities and achieve the City’s vision.

**Objective**      **IV**      **Realize a “Think Regional” strategy.**

**Approach**      **a**      **Identify county, state, federal grant partnership opportunities.**

#	TACTICS	CHAMPION	TARGET*
1	Identify key contacts in county, state, and federal agencies and engage in monthly of bimonthly check-ins about future opportunities.		1/24
2	Identify regional non-governmental groups and create a master list of areas of overlap for potential regional funding opportunities. Institute regular check-ins with those entities to determine whether projects are ready to move/status updates.		4/24
3	Identify non-profit organizations donating money for specific project types.		4/24
4	Identify and sign up for agency email lists (if not already signed up).		11/23

**Approach**      **b**      **Collaborate and exchange best practices with other regional entities/governments/communities.**

#	TACTICS	CHAMPION	TARGET*
1	Council members join MML committees.		1/24
2	Create peer-to-peer check-ins , e.g., council members reach out to surrounding city electees.		5/24
3	Council members connect with regional leaders to discuss regional challenges (e.g., stormwater issues - WRC, GLWA, SEMCOG, Macomb and Wayne County Public Works).		12/24
4	Require attendance of best-practice webinars/seminars (outside of MML conferences).		3/24
5	Council members identify one area of local government operations/responsibilities and research best practices from around the state/country for a presentation to the rest of council and administration to determine fit for Berkley and feasibility.		6/24

**Approach**      **c**      **Coordinate council’s legislative “muscle” to advocate policy changes (proactively/reactively).**

#	TACTICS	CHAMPION	TARGET*
1	Sustained, regular outreach from all of Council to Oakland County Commissioners, State Representatives, State Senator, Congressional Delegation (monthly/bi-monthly)		2/24
2	Create lists of 4-5 priorities that require action from the county, state, or federal govts.		5/24
3	Coordinate with other communities in the Metro-Detroit region to have a legislative advocacy day on issues specific to our region.		5/24
4	Identify and make contact with a peer community in the district of State House and Senate Leadership (including Appropriations Chairs).		11/24
5	Identify areas where a county, state, or federal elected representative has introduced legislation regarding a local issue that can benefit Berkley and send a note of appreciation.		11/24





# Action Plan

## EFFECTIVE GOVERNANCE

As a trusted community steward, Berkley’s City Council practices standards of excellence in government leadership and actively engages in strategies that realize priorities and achieve the City’s vision.

### Objective

V

Promote culture of leadership excellence and collaboration.

### Approach

a

Engage in ongoing (best-practice) training and development with experts.

#	TACTICS	CHAMPION	TARGET*
1	Actively seek training opportunities, e.g., MML, NLC, SEMCOG, SEM Mayor, EM, MI Planning.		
2			

### Approach

b

Adopt practices to maximize communication ad relationships.

#	TACTICS	CHAMPION	TARGET*
1	Develop a standard process for conflict management.		
2	Adopt Rules of Engagement.		

### Approach

c

Connect through regular relationship-building activities.

#	TACTICS	CHAMPION	TARGET*
1	Hold retreats with all council, boards and commissions present in an informal setting.		annually
2	Create a contact list of all board members and commissions and post to shared drive.		
3	Create a single calendar with board/commission meeting – days, times, and agenda.		
4	Create and publish a calendar with all city events for example: ribbon cuttings, extra meetings, celebrations, DDA events, ALL city events, and training events.		

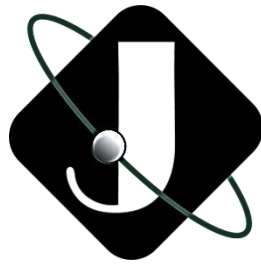
### Approach

d

Implement onboarding activities for new members of council, boards, and commissions.

#	TACTICS	CHAMPION	TARGET*
1	Distribute a standard welcome email from the clerk/other with information on rules and procedures, meeting times and locations, what to expect, and email and password for the city’s email.		
2	Distribute a full contact list to new members.		
3	Board/commission chairs send welcome email and invite discussion prior to first meeting.		
4	Mayor assigns mentor to new members of council; board/commission chairs assigns mentor to new members.		
5	Develop a protocol for mentoring initiative.		





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President & CEO

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November 20, 2023 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve a proposal from Hubbell, Roth, and Clark for combined sewer system planning assistance for a not-to-exceed amount of \$34,200. This work is eligible for reimbursement on a one-to-one basis under the recently awarded Oakland County Critical Infrastructure Grant Program.

Ayes:

Nays:

Motion:



## Transmittal Memo

To: Matthew Baumgarten, City Manager  
Cc: Laurie Fielder, Finance Director  
From: Shawn Young, DPW Director   
Date: November 2<sup>nd</sup>, 2023  
Subject: Recommendation to Award – City of Berkley Combined Sewer System Planning Assistance

---

As part of the FY 22/23 budget, funds were approved for planning assistance to help minimize the amount of stormwater flows that enter our Combined Sewer System. This work will inventory existing conditions and make recommendations on improvement items such as additional Restricted Catch Basin Cover locations, Bioswales, Rain Gardens, and other items for both Public and Commercial/School Properties. This work will also include a review our current stormwater standards and ordinances for both commercial and residential properties and make recommendations based on the newly updated Oakland County stormwater design standards.

In the fall of 2022 we were approved for an Oakland County Local Government Critical Infrastructure Grant that will reimburse roughly 50 percent of these costs.

Please find the attached proposal for assistance with this project. Professional services included with this proposal include assistance with several items such as , a re-inventory of all sewer covers on both City and private/commercial properties , make recommendations for additional restricted covers in key areas, updating the City's Standards for Development and Storm Water Ordinance, assisting in identifying potential properties for implementation of new green infrastructure, and any updates to the sewer system found during the investigations or made afterwards will be updated in the City's GIS framework accordingly.

We recommend approval of the attached proposal in the amount not to exceed \$34,200. Funds have been allocated in the current fiscal year under account 592-536-821-000 (Engineering Services)

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



July 18, 2023

City of Berkley  
3338 Coolidge Highway  
Berkley, Michigan 48072

Attn: Mr. Matthew Baumgarten, City Manager  
Mr. Shawn Young, Director of Public Works

Re: Proposal for Professional Engineering Services HRC Job No. 20220098  
Project Summary for City of Berkley Combined Sewer System Planning  
Oakland County Local Government Critical Infrastructure Grant

Dear Mr. Baumgarten and Mr. Young:

Hubbell, Roth and Clark, Inc. (HRC) is pleased to present this proposal to provide professional engineering services pertaining to specific tasks included in the City's awarded Oakland County Local Government Critical Infrastructure Grant. The grant was awarded in Fall of 2022 with the City signing the agreement in winter, 2023. As per the County agreement, all approved grant funds must be expended by, or the grant closing date is, December 31, 2026. We have not yet received confirmation; however, it is believed that any task performed related to the approved grant scope is eligible for reimbursement starting from the date of the grant award. HRC will request reimbursement for any and all grant-eligible tasks/services on behalf of the City for the duration of the grant period.

### Methods and Strategies:

As per the submitted grant application, the proposed scope of work to be performed with this grant funding includes the following professional and non-professional tasks, or services: Please note that the tasks/services in **bold** are the basis of this proposal and would be handled by HRC at a cost indicated later in this document.

1. Phase II- Combined Sewer System Study (Update to Phase I report)
  - A. **Restricted Catch Basin Covers (City property)**
    1. **Using a combination of existing GIS data and supplemental field observation/survey efforts, re-inventory all covers in ROW and City property.**
    2. **Using initial Sewer Study and supplemental field data, make recommendations for additional restricted covers in key areas (to take place over several years)**
  - B. Commercial Property/Schools Analysis
    1. Impervious surface calculations to identify key flow contributors (Review SEMCOG data, etc.)
    2. **Inventory of covers (restricted, unrestricted, etc.), detention, downspout (disconnection verification) and make recommendations for additional restricted covers in key areas (to take place over several years).**
    3. Investigate potential equivalent residential unit (ERU) impacts, incentives
    4. **Review and explore revisions to the current Standards for Development for both commercial and residential properties, alongside the Storm Water Ordinance, in particular, for requiring catch basin restriction and onsite detention, lot coverage restrictions, etc., in part, utilizing the newly updated Oakland County stormwater design standards.**
  - C. Green Infrastructure
    1. Reference previous Clinton Watershed/WaterTowns presentation and recommendations
    2. **Identify City (including schools) properties for implementation of new rain gardens, bioswales, etc.**



2. Research and Evaluate Community Basement Backup Protection Programs (Backwater Valves) in place in neighboring communities for potential adoption in the City of Berkley (i.e., education, cost sharing options/arrangements, etc.). (Oakland County recently chose the City of Berkley as its pilot program and will be meeting with the City in the coming weeks to discuss the scope, schedule, etc.)

**Scope of Services:**

In summary, as per our recent discussions, it is our understanding that HRC’s efforts and associated fees to be included in this proposal consist of 1) a re-inventory of all sewer covers on both City and private/commercial properties by a combination of GIS and field observation/survey efforts; 2) making recommendations for additional restricted covers in key areas, as required; 3) reviewing, exploring revisions, and updating the City’s Standards for Development and Storm Water Ordinance; and 4) assisting in identifying potential properties for implementation of new green infrastructure, including rain gardens, bioswales, etc. Any updates to the sewer system found during the investigations or made afterwards will be updated in the City’s GIS framework accordingly.

It is the intent and goal (of both the City and the grant) that information obtained through these tasks would allow the City to provide recommendations to reduce flow (runoff) into the City’s combined sewer system and identify opportunities in flood prevention and mitigation and protect public health by reducing incidents related to sewer infrastructure overload and potential failure and reduction in system blockages and backups.

**Engineering Task/Service Fees:**

Task 1 – Re-inventory of all sewer covers (GIS and field work)	\$ 12,000
Task 2 – Additional Restricted Cover Recommendations	\$ 2,500
Task 3 – Review, explore revisions, and update City’s Standards and Ordinance	\$ 5,000
Task 4 – Assist in identifying potential properties for implementation of green infrastructure	\$ 2,400
Task 5 - GIS Database Review and Updates	\$ 6,300
Task 6 – Project Management, Progress Meetings & Council Meetings	<u>\$ 6,000</u>
<b>Total Not-to-Exceed Fee</b>	<b>\$ 34,200</b>

**Clarifications:**

1. This proposal does not include any additional field work other than what is stated in the summary above, such as investigations of downspouts, detention features, etc.
2. This proposal does not include any items that are not bolded in the Methods and Strategies section.
3. This proposal does not include sewer flow monitoring.

Fees will be invoiced monthly and shall be based on our cost times a 2.9 multiplier in accordance with our current agreement with the City.

Once authorized, our office will begin the tasks/services as outlined in this proposal. All tasks must be completed and reported to Oakland County by the grant deadline date of December 31, 2026. If this proposal is deemed acceptable to the City, please sign and return one copy to this office. Thank you for this opportunity to serve the City on this project.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Roland N. Alix, P.E.  
Vice President



Edward Zmich  
Project Manager

EDZ/edz  
Attachment  
pc: HRC; File

Accepted By:

City of Berkley

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

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

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

Dated: \_\_\_\_\_

November 20, 2023 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to authorize the City Manager to approve the proposal from Hubbell, Roth & Clark to provide professional services to update the City's Engineering Design Standards at a cost of \$16,145.58. Funds from this expenditure will come from accounts 101-701-817-000, 592-536-821-000, 202-464-821-010 and 203-464-821-010.

Ayes:

Nays:

Motion:



# CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

## MEMORANDUM

**To:** City Council

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

**Subject:** Proposal for Professional Engineering Services for Engineering Design Standards Update

**Date:** November 15, 2023

---

As we progress further into the rewrite of the City's Zoning Ordinance, we are coming across related sections of the City Code that require updates. Given that engineering standards work hand in hand with Zoning Ordinance regulations on redevelopment and new development sites, there have been quite a few areas of cross over identified. More specifically, the engineering design standards that are currently in place are scattered across various City Code sections and also need to be bolstered in several areas, similar to the detail needed in our new Zoning Ordinance.

The Department of Public Works and the Community Development Department have reviewed a proposal from HRC for updated engineering design standards.

This would include the following:

- Review existing standards;
- Research engineering design standards from peer communities;
- Update existing standards to reflect industry best practices and industry updates to materials, construction methods, etc.;
- Consolidate engineering design standards into one document;
- Review and, where necessary, edit references to Oakland County design standards;
- Cross reference design standards with other relevant City ordinances; and
- Create and update checklists to assist developers in the review process

The total cost of the project is \$16,145.58 and would be shared between the Community Development Department and the Department of Public Works. Estimated completion should track slightly before the new Zoning Ordinance with a late spring end date.

---



October 11, 2023

City of Berkley  
Public Works Department  
32325 Bacon Avenue  
Berkley, Michigan 48072

Attn: Ms. Kristen Kapelanski, Community Development Director  
Mr. Shawn Young, Director of Public Works

Re: Proposal for Professional Engineering Services  
Engineering Design Standards Update

HRC Job No. 20230790

Dear Mr. Young:

In accordance with your request, Hubbell, Roth & Clark, Inc. is pleased to submit this proposal for professional engineering services associated with the review and update (as necessary) of the City's Engineering Design Standards and Details and to create checklists which may be used to assist developers navigate the City's plan review process. It is not known when the current standards were last updated and there have been changes in industry standards, construction methods, etc., that necessitate the review and update of the City's Standards. The engineering design standards to be evaluated will include grading, drainage, stormwater design collection/detention, sanitary sewer, water main, and pavement topics. This update of design standards will be coordinated with the ongoing Ordinance updates being completed by Carlisle Wortman.

HRC has prepared and revised design standards and ordinances for a number of communities in the area including Pontiac, Milford Township, Brandon Township, Bloomfield Township, Springfield Township, and the Macomb County Department of Public Works. HRC is prepared to draft updated standards specifically tailored to meet the City's needs.

### **Scope of Work:**

Berkley Engineering Design Standards – HRC staff familiar with the City's current Engineering Design Standards will review the Standards and provide the City proposed revisions in .pdf format. City staff will then review the revisions prior to the final edits to the Standards. The following list contains the key tasks to be included in the updates:

1. Research Design standards for surrounding communities and review existing standards.
2. Update existing design standards to reflect changes in industry standards, materials, construction methods, etc.
3. Review and edit the current Standards & reference to Oakland County (OCWRC, RCOC) design standards.
4. Cross reference Design Standards, including proposed revisions, with other City ordinances for consistency.
5. Create and Update Plan Review (including as-built) checklists which will assist developers navigate the City's review process.

Berkley Engineering Standard Details – HRC will evaluate Standard Details to determine what, if any, updates are needed. HRC has included time to make modifications to existing details; however, new or custom details may require additional effort.

Meetings – Included in the scope of work are up to two (2) review meetings with City Staff to discuss the proposed revisions.

**Professional Engineering Costs:**

Based on the proposed scope above, we would propose that these tasks can be completed in for a **not to exceed cost of \$16,145.58**. We would propose to invoice the City for the actual hours incurred based on our standard hourly billing rates.

**Estimated Schedule:**

HRC is prepared to commence work on this assignment immediately following the City's authorization to proceed. We would propose to have our initial comments/draft available within 90 days to schedule the first review meeting. The final documents will be finalized within 60 days pending City review and comments.

If this proposal is deemed acceptable, please sign and return one (1) copy to this office. Thank you for the opportunity to work with the City on this project. If you have any questions regarding this Proposal, or require any additional information, please do not hesitate to contact me (248) 454-6385.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Roland N. Alix, P.E.  
Vice President



Edward Zmich  
Project Manager

Accepted By:

City of Berkley

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

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

Dated: \_\_\_\_\_

pc: City of Berkley; Matthew Baumgarten  
HRC; M. Stark, File

2023 DESIGN-PROJECT BUDGET AND FEE ESTIMATING FORM

JOB NUMBER: 20230790  
 PROJECT NAME: Engineering Design Standards Update  
CONSTRUCTION ENGINEERING SERVICES  
 PRINCIPAL: R. ALIX  
 PROJECT MANAGER: E. ZMICH  
 DATE: October 11, 2023

		HRC Staff											
		Partner in Charge		Project Manager		Graduate Engineer		Field Department Manager / Supervisor				TOTAL	
TASK NO.	TASK	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE			HRS	FEE
<b>Berkley Engineering Design Standards</b>													
1	Research Local Design Standards	2	\$319.00	8	\$1,199.44	16	\$1,613.79	4	\$643.80			30	\$3,776.03
2	Update existing design standards to reflect industry changes			8	\$1,199.44	16	\$1,613.79	4	\$643.80			28	\$3,457.03
3	Review & edit current standards (as per Oakland County)	2	\$319.00	2	\$299.86	6	\$605.17	2	\$321.90			12	\$1,545.93
4	Cross reference other local design standards	2	\$319.00	2	\$299.86	6	\$605.17	2	\$321.90			12	\$1,545.93
5	Create/update plan review checklists			2	\$299.86	4	\$403.45					6	\$703.31
											<b>Subtotal Division I</b>	<b>\$11,028.24</b>	
<b>Berkley Engineering Standard Details</b>													
1	Evaluate current City standard details	2	\$319.00	4	\$599.72	8	\$806.90	2	\$321.90			16	\$2,047.52
2	Modify existing standard details to reflect industry changes, other local standards			2	\$299.86	8	\$806.90	2	\$321.90			12	\$1,428.66
											<b>Subtotal Division II</b>	<b>\$3,476.17</b>	
<b>Berkley Engineering Design Standards</b>													
1B	Meetings	4	\$638.00	4	\$599.72	4	\$403.45					12	\$1,641.17
											<b>Subtotal Division III</b>	<b>\$1,641.17</b>	
<b>TOTAL CONSTRUCTION ENGINEERING SERV</b>		<b>12</b>	<b>\$1,914.00</b>	<b>32</b>	<b>\$4,797.76</b>	<b>68</b>	<b>\$6,858.62</b>	<b>16</b>	<b>\$2,575.20</b>			<b>128</b>	<b>\$16,145.58</b>

November 20, 2023 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to authorize the City Manager to execute a contract for Senior Home Chore Snow Removal Service with Luxury Lawn and Snow LLC, 28240 Farmington Road, Farmington Hills, MI 48334. \$3,500 will be paid from account 275-902-818-046 and the remaining expenses being paid from account 211-752-818-000.

Ayes:

Nays:

Motion:



# Memo

To: Matthew Baumgarten, City Manager  
Cc: Laurie Fielder, Interim Finance Director  
Dan McMinn, Manager of Senior Programs  
From: Theresa McArleton, Parks & Recreation Director  
Date: 11/07/2023  
Subject: 2023/2024 Senior Services Homechore

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The Senior Homechore program is running this Winter with approximately 40 homes enrolled for the program year.

A bid went out on both MITN and in the Daily Tribune with bids due on October 6, 2023. The City received a single bid for this service and recommend moving forward with Luxury Lawn and Snow LLC, who is a new contractor this season. Snow removal for a single lot this season is priced at \$32.00 and for a double or corner lot the cost is \$48.00. Costs to seniors enrolled will remain at a \$5, \$10 or \$15 copay based on HUD income limits in 2023.

Community Development Block Grant funds for 2023 allocate \$3500.00 for snow removal. Any additional funds due to snowfall will be allocated to Parks & Recreation. Funds from CDBG will be taken from account number 275-902-818-046 and the remaining funds will be taken from account number 211-752-818-000.

The department and City administration believe that this is an invaluable service provided to our senior residents and we wish to continue it in the 2023/24 Winter season.

At this time, I recommend approval of a contract with Luxury Lawn and Snow LLC. 28240 Farmington Road, Farmington Hills, MI 48334. We received positive feedback while contacting references for Luxury Lawn and Snow LLC and we look forward to working with them in the winter months in 2023/2024.

As always, should you have any other questions, please do not hesitate to contact me.

ATTACHMENTS

**CITY OF BERKLEY**  
**“Request for Residential Snow Removal Services”**  
**For the Parks and Recreation Department *Bid Opening:***  
***Friday, October 6, 2023 @ 10 AM***

<b><u>Business Name</u></b>	<b><u>Address</u></b>	<b><u>Bid</u></b>	<b><u>References</u> <u>Non-Collusive</u> <u>Affidavit</u> <u>Non-Discrimination</u></b>	<b><u>Conflict of Interest</u> <u>Hold Harmless</u> <u>Iran Affidavit</u></b>
Luxury Lawn and Snow LLC	28240 Farmington Road Farmington Hills, MI 48334	\$32 Standard Lot \$48 Corner or Double Lot \$1,376.00	Y/Y/Y	Y/Y/Y

November 20, 2023 City Council Meeting

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve the appointments to various boards and commissions:

**Beautification Advisory Committee**

Stephen Bard - appointment to a term expiring July 2026

Jeremy Coan - appointment to a term expiring July 2026

**Zoning Board of Appeals - Alternate**

Catherine Pasanen - appointment to a term expiring July 2026

Ayes:

Nays:

Motion:

AN  
ORDINANCE

of the City Council of the City of Berkley, Michigan to Amend Chapter 66, Article II,  
Library Board of the City of Berkley Code of Ordinances

• **ARTICLE II. - LIBRARY ADVISORY BOARD<sup>[2]</sup>**

• **Sec. 66-16. - Created.**

There is hereby created a library advisory board.

(Code 1981, § 13-16)

• **Sec. 66-17. – Composition and functions.**

The library advisory board will consist of five members. The general purpose of the library advisory board will be to serve as advocates and liaisons between the community, the library, and the city manager, and city council. The library advisory board will act as a fact-finding and advisory body in conformity with the city charter and this code to give recommendations and advice to the city council, the city manager, and the library director about present and future needs regarding library functions, policies, activities, buildings and grounds.

The library board provides feedback and insight to the library director. The library board will be involved in an advisory role with the selection of a new library director in accordance with its function to give recommendations and advice to the city council and city manager. The library director serves as staff liaison to the library advisory board and the city manager provides oversight of the library director.

(Code 1981, § 13-25)

(Code 1981, § 13-17)

• **Sec. 66-18. - Appointment; qualifications.**

City council appoints by majority vote the members of the library board. To be eligible for appointment, the person must be a resident of the city.

(Code 1981, § 13-18)

• **Sec. 66-19. - Term of office.**

The term of office of members of the library board is five years commencing July 1 in each year. Each year one member's term of office will expire, and annually one member will be appointed for the term of five years. Members may be reappointed for additional five-year terms upon majority vote of the City Council.

(Code 1981, § 13-19)

• **Sec. 66-20. - Compensation.**

Members of the library board will serve without compensation.

(Code 1981, § 13-20)

- **Sec. 66-21. - Removals from office.**

Members of the library board will be subject to removal from office by the council in accordance with City Code [section 2-177](#), and their position will be subject to being deemed vacant due to excessive absences under City Code [section 2-178](#).

(Code 1981, § 13-21; [Ord. No. O-05-20](#), § 3, 3-31-2020)

- **Sec. 66-22. - Filling of vacancies.**

Any vacancy on the library board will be filled by the council for the remainder of the unexpired term after considering recommendations from the library board.

(Code 1981, § 13-22)

- **Sec. 66-23. - Officers**

The library board will select a chairperson and a vice chairperson from among its members. The position of secretary will rotate among all members. If the chairperson is not present, but a quorum still is present, the vice chairperson will assume the duties of the chairperson.

(Code 1981, § 13-23)

- **Sec. 66-24. - Meetings and records; quorum.**

The library board will hold meetings monthly as needed and will designate the time and place thereof by public notice. All meetings of the board will be conducted in accordance with the Open Meetings Act. The board will adopt its own bylaws and will keep a record of each meeting by the keeping of minutes, which minutes will be filed with the city clerk not only to be made available for public inspection, but also transmitted to the city council and the city manager. Three members will constitute a quorum for the transaction of business, and a lesser number may adjourn any meeting at which a quorum is not present.

(Code 1981, § 13-24)

- **Sec. 66-26. - Expenses and obligation.**

Neither the library board nor any of its members will incur any expense or create any financial liability upon the City. If any expenditure of city funds may be required relative to the functioning of the library board, a request for expenditure will be submitted to the city manager for approval before such funds are expended.

(Code 1981, § 13-26)

**Introduced on the First Reading at the Regular City Council Meeting on Monday, November 20, 2023.**  
**Adopted on the Second Reading at the Regular City Council Meeting on \_\_\_\_\_**

Attest:

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

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

< Sec. 62-21. - Compensation. Chapter 70 - MOBILE HOMES, TRAILERS AND RECREATIONAL VEHICLES >

## Chapter 66 - LIBRARY<sup>[1]</sup>

modified



**Footnotes:**

--- (1) ---

**Cross reference**— *Administration, ch. 2; streets, sidewalks and other public places, ch. 106.*

**State Law reference**— *Libraries generally, MCL 397.201 et seq.*

### ARTICLE I. - IN GENERAL



Secs. 66-1—66-15. - Reserved.



### ARTICLE II. - LIBRARY BOARD<sup>[2]</sup>



**Footnotes:**

--- (2) ---

**Cross reference**— *Boards and commissions, § 2-176 et seq.*

Sec. 66-16. - Created.



(Code 1981, § 13-16)

### **Sec. 66-17. - Composition.**

The library board shall consist of five members.

(Code 1981, § 13-17)

### **Sec. 66-18. - Appointment; qualifications.**

The members of the library board shall be appointed by a majority vote of the city council. No person shall be eligible to appointment who is not a citizen of the United States, a resident of the city or a registered voter.

(Code 1981, § 13-18)

### **Sec. 66-19. - Term of office.**

The term of office of members of the library board shall be five years commencing July 1 in each year. Each year one member's term of office shall expire, and annually one member shall be appointed for the term of five years.

(Code 1981, § 13-19)

### **Sec. 66-20. - Compensation.**

Members of the library board shall serve without compensation.

(Code 1981, § 13-20)

### **Sec. 66-21. - Removals from office.**

modified

Members of the library board shall be subject to removal from office by the council in accordance with City Code [section 2-177](#), and their position shall be subject to being deemed vacant due to excessive unexcused absences under City Code [section 2-178](#).

(Code 1981, § 13-21; [Ord. No. O-05-20](#), § 3, 3-31-2020)

### **Sec. 66-22. - Filling of vacancies.**

Any vacancy on the library board shall be filled by the council for the remainder of the unexpired term after considering recommendations from the library board.

(Code 1981, § 13-22)

### **Sec. 66-23. - Officers and library director.**

The library board shall select a chairman, vice-chairman and a secretary from among its members. The library board shall recommend the selection of a library director to the city manager, when a vacancy occurs, who may consider such recommendation when filling such position pursuant to the merit system of personnel management.

(Code 1981, § 13-23)

### **Sec. 66-24. - Meetings and records; quorum.**

The library board shall hold meetings regularly, at least once each month, and shall designate the time and place thereof by public notice. All meetings of the board shall be open to the public and held in a place available to the general public. The board shall adopt its own rules of procedure and shall keep a record of each meeting by the keeping of minutes, which minutes shall be filed with the city clerk not only to be made available for public inspection, but also transmitted to the city council and the city manager. Three members shall constitute a quorum for the transaction of business, and a lesser number may adjourn any meeting at which a quorum is not present.

(Code 1981, § 13-24)

### **Sec. 66-25. - Functions.**

The library board shall act as a fact-finding and advisory body in conformity with the city charter and this Code to give recommendations and advice to the city council and the city manager about present and future needs regarding library functions, activities, buildings and grounds.

(Code 1981, § 13-25)

### **Sec. 66-26. - Expenses and obligation.**

Neither the library board nor any of its members shall incur any expense or create any liability upon the city. If any expenditure of city funds may be required relative to the functioning of the library board, a request for expenditure shall be submitted to the city manager for approval before such funds are expended.

(Code 1981, § 13-26)





## **CITY OF BERKLEY**

### ***Public Library***

3155 Coolidge Highway

Berkley, MI 48072

248-658-3440

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## **MEMORANDUM**

TO: Matt Baumgarten, City Manager  
CC: Victoria Mitchell, City Clerk  
FROM: Matt Church, Library Director  
DATE: November 9, 2023  
RE: Amendment of library board ordinance

In November 2021, the library board began the process of reviewing the library board's establishing ordinance to bring the ordinance up to date, restructure it for improved flow, and better reflect the board's purpose and operation. In terms of process, the library board reviewed the original establishing ordinance and then at subsequent meetings discussed potential changes and points for clarification.

The library board then sought to create bylaws for the library. Given the importance of the two documents, they worked on the amendment of the library board ordinance and the creation of the bylaws simultaneously to ensure consistency between the two documents.

I met with the City Attorney and the City Manager during the revision process to discuss changes and implement feedback. The City Attorney has reviewed the ordinance draft that is presented and has given it his approval.

While this did turn into a more involved and lengthy process than expected, the library board is energized by the opportunity to help define the role of the library board and continue their support of the library.

If you need anything further or have any questions, please let me know.

AN ORDINANCE

of the City Council of the City of Berkley, Michigan to Amend Article VII,  
Construction/Demolition Site Standards, Sections 106-303 and 106-304 of Chapter 106  
Streets, Sidewalks, and other Public Places, to Modify the Standards for  
Construction/Demolition Sites, and to Prescribe a Penalty for Violations.

**THE CITY OF BERKLEY ORDAINS:**

**SECTION 1:** Section 106-303 of Chapter 106 of the Berkley Code of Ordinances shall be amended, as follows:

**Sec. 106-303. Purpose.**

The purpose of this article is to require all ~~residential~~ construction and demolition sites to be secured. This article shall be known and may be cited as the "construction/demolition site standards."

**Sec. 106-304. Standards for ~~residential~~ construction/demolition sites.**

All ~~residential~~ construction and demolition sites ~~adjacent to existing residential dwelling units~~ ~~shall~~ must comply with the following standards while a building or structure (excluding accessory buildings/structures) is being constructed, erected, ~~altered, repaired,~~ removed or demolished under a valid permit for construction or demolition. Failure to comply is grounds for the city manager, building official, code enforcement officer to issue a stop work order on the project until such time that the violations have been corrected and inspected by the city ~~manager or designee~~.

- (1) *Fencing.* Prior to the commencement of excavation, construction or demolition, the construction site ~~shall~~ must be enclosed with ~~stable~~ sturdy chain-link fencing not less than four feet in height. Any gates ~~shall~~ must open inward, so as to not obstruct the public right-of-way, gates ~~shall~~ must not open outward. When there is no active construction, the gate must be secured. At such time that windows and doors are installed on the building, temporary excavations are filled, and any dangerous conditions have been removed, the fencing may be removed. The building official may waive or reduce these fencing requirements for small or minor construction or repair projects or alterations if the building official determines strict compliance is not necessary for security, safety, or protection against trespass or hazard.
- (2) *Signage.* Prior to the commencement of construction or demolition, sign(s) prepared by the city ~~shall~~ must be attached to the required fencing with the permit holder's name and telephone number and contact information for the city building-community development department. One sign ~~shall~~ must be provided per street frontage and must remain installed and visible until final approval is obtained.
- (3) *Excavation.* Excavations on a site ~~shall~~ must not be left open for more than 60 days.
- (4) *Construction site conditions and storage.* Any portable toilets on site ~~shall~~ must be in place prior to the start of work and must be located within the construction site and not

less than ten feet from any existing structure on adjacent property. Portable toilets ~~shall~~ must be stored within the fenced area. At no time ~~shall~~ may a portable toilet be located on the sidewalk or right-of-way. Public Sidewalks must be kept clear and level throughout the duration of the project, and this applies to temporary patches as well.

When it is necessary to store construction or construction-related materials or equipment at the work site, the materials and equipment must be stored in an orderly fashion and in such a way to protect the public health, safety, and welfare. The city reserves the right to require additional cover or screening for materials and equipment.

Sufficient refuse storage containers ~~shall~~ must be provided for on-site to prevent debris and refuse from littering the site or surrounding property. When full, the containers ~~shall~~ must be removed and replaced. Said containers must be designed in such a way to prevent rodents or other vermin from gaining access to the refuse. The location of refuse containers ~~shall~~ must be approved by the building official or their designee to minimize the impact on ~~residential~~ adjacent property. Sites ~~shall~~ must be maintained to prevent soil and sediments from running onto adjacent properties. The city reserves the right to require silt fencing to prevent soil/sediment runoff.

**SECTION 2:** Severability Clause

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

**SECTION 3:** Penalty

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

**SECTION 4:** Effective Date

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

**SECTION 5:** Publication

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

Introduced on the First Reading at the Regular City Council Meeting on Monday, November 20 2023  
Adopted on the Second Reading at the Regular City Council Meeting on \_\_\_\_\_.

\_\_\_\_\_  
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:** Proposed Amendments for Construction Fencing: First Reading

**Date:** November 15, 2023

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Proposed are amendments to Chapter 106 of the City Code, specifically sections regulating construction fencing. This ordinance has been amended to apply to all construction sites. Previously, it only applied to residential sites.

In accordance with our current policies, the ordinance has also been amended to specifically require construction sites to be fenced for any new construction or demolition, with the provision that the building official may waive this requirement for minor projects. Regulations have been included to indicate fencing must be in place prior to the start of any work and that public sidewalks must be kept clear and level.

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**AN ORDINANCE**  
**of the City Council of the City of Berkley, Michigan, to add new Article VIII, Parklets, to Chapter 106, Streets, Sidewalks and Other Public Places, of the Berkley City Code to Allow greater variety of outdoor service options to Berkley food service establishments of the Berkley City Code by authorizing and regulating conversion and use of underutilized on-street parking spaces.**

**THE CITY OF BERKLEY ORDAINS:**

**SECTION 1:** New Article VIII, Parklets, is added to Chapter 106 of the Berkley Code of Ordinances, as follows:

**ARTICLE VIII. PARKLETS**

**Sec. 106-305. – Intent.**

The intent of this Article is to provide a greater variety of outdoor service options to Berkley food service establishments, encourage the conversion of underutilized on-street parking spaces, and facilitate the activation of the pedestrian spaces along City corridors.

**Sec. 106-306. – Definitions.**

*Parklet:* An outdoor service area converted from a public on-street parking space that is adjacent to a food service establishment and used for the purpose of hosting food service patrons as an extension of the adjacent food service establishment’s regular food service. A parklet may or may not utilize part of an adjacent sidewalk in addition to on-street parking.

*Adjoining business:* The food service establishment that hosts and sits adjacent to the proposed parklet.

*Furnishings:* All furniture, lighting, landscape material, fixtures, tables, chairs, trash receptacles, benches, sun shading, and other materials placed within the parklet.

**Sec. 106-307. – Permit required.**

- A. An adjoining business must obtain an annual permit from the City’s Community Development Department in order to construct and use a parklet. The permit must be prominently displayed at the adjoining business. The construction and use of a parklet must meet the standards of this article.
- B. The adjoining business is responsible for parklet permitting, construction, operations, and maintenance.
- C. The parklet permit applicant must apply for and obtain any necessary encroachment permits, licenses, authorizations, or other approvals, pay such fees, and deposit such security as is required by applicable law or ordinance.

**Sec. 106-308. – Application.**

An adjoining business that desires to develop a parklet must complete and submit a written application to the Community Development Department, on a form to be developed by the Community Development Department, for the construction and use of the parklet. The applicant must fully and truthfully state and provide all information, including proof of insurance, requested by the Community Development Department and pay the application/permit fee established by resolution of the City Council. A parklet permit or permit renewal application must include the following:

- A. Applicant’s name, address, email address, and telephone number.
- B. Existing zoning and current land use of the property under consideration and zoning and current land use of all immediately adjacent properties.
- C. A sketch plan (top-view drawing of the parklet), drawn to a reasonable scale, containing the following information:
  - 1. Distance to the nearest residential zoning district or single-family residence, as measured from the edge of the proposed parklet to the nearest residential zoning district or single-family residence lot line.
  - 2. General location and dimensions of all existing sidewalks, streets, and parking spaces.
  - 3. Location of the proposed parklet, including width, length, frontage, distance to nearest intersection or crosswalk, distance to nearest auto or bicycle lane, and distance to any adjacent parking space(s).
  - 4. The frontage details of the adjoining business, including the location of the primary entrance and any existing street furnishings and lighting.
  - 5. The location of the proposed access ramps, platforms, and enclosures.
  - 6. Details of any hardware such as fasteners to be used in the construction of ramps and platforms.
  - 7. The location of all furnishings.
  - 8. The location of outdoor lighting fixtures, if proposed, as well as the location of wiring and a description of how the wiring will be secured to prevent tripping or electrical hazards.
  - 9. Location of on-site driveways and adjacent alleys.
- D. Photographs, drawings, or manufacturer’s brochures fully describing the appearance of all proposed tables, chairs, umbrellas, awnings, canopies, lighting, or other furnishings/fixtures related to the parklet, including but not limited to portable heaters, and other fixtures used during colder weather.

- E. A signed Hold Harmless Agreement on a form provided by the City.
- F. A Certificate of Liability Insurance, in an amount acceptable to the City, and naming the City as an additional insured party.
- G. For a parklet in which alcohol will be served, a liquor liability policy or certificate of insurance naming the City as an additional insured.
- H. If outdoor lighting is proposed, the Community Development Department may require a photometric plan.
- I. If temporary shelters are proposed, a separate sketch plan must be submitted with the following:
  - 1. The location and dimensions of all temporary shelters within the permitted parklet.
  - 2. A dimensioned seating layout.
  - 3. The materials of which the shelters are fabricated.
  - 4. The type, size, and location of portable heating elements, fuel tanks, and decorative lighting.
  - 5. The type and location of lighting to be used.
  - 6. The power source for portable heating elements and lighting, with a description of how the wiring will be secured to prevent tripping or electrical hazards.

**Sec. 106-309. – Fees.**

An application for a permit under this article must be accompanied by a fee in the amount established by resolution of the City Council. Proration of fees is not permitted. Fees are non-refundable after a permit has been issued by the City.

**Sec. 106-310. – Requirements.**

Any adjoining business constructing or using a parklet must comply with the following requirements:

- A. Location
  - 1. A parklet must not occupy or interfere with any fire lane, operational driveway, or bus zone.
  - 2. A parklet must be at least twenty (20) feet away from a crosswalk or intersection.
  - 3. A parklet, including all furnishings and enclosures, must leave a minimum five (5) foot wide pedestrian walkway.



4. A parklet may be located only on streets with speed limits of not more than 30 miles per hour.
5. If located on streets with speed limits at or below 25 miles per hour, a minimum two (2) foot setback from adjacent vehicle or bicycle lanes is required.
6. If located on streets with speed limits between 26- 30 mph, a minimum three (3) foot setback from adjacent vehicle or bicycle lanes is required.
7. A parklet must be located at least fifty (50) feet from a residential zoning district or single-family residential use, as measured from the edge of the parklet to the nearest residential property line.
8. An adjoining business may construct only one (1) parklet.
9. An adjoining business may not use more than two (2) on-street parking spaces or the equivalent length thereof for a parklet.
10. No more than five (5) parking spaces per city block may be converted into a parklet.
11. A parklet may be constructed only on streets where a minimum twenty (20) foot width for two-way traffic is maintained.
12. A parklet must be located at least four (4) feet from any adjacent parking space.
13. If the parklet is located adjacent to a parking space, a wheel stop must be installed by the adjoining business.
14. Parklets that protrude into the sidewalk must maintain a minimum five (5) feet pedestrian clearance.

B. Design

1. A parklet, including furnishings and enclosures, must not block the view of vehicle, bicycle, or pedestrian traffic, or block the view of traffic control devices such as traffic signs, traffic signals, and other traffic warning devices.
2. A parklet, including furnishings and enclosures, must not obstruct motorists' visibility of traffic signals from two hundred (200) feet away.

C. Enclosure

1. A parklet must include an enclosure that separates the parklet from vehicular traffic and any adjacent on-street parking spaces. The parklet location requirements in this article also apply to parklet enclosures.
2. Enclosures must have a minimum height of thirty-six (36) inches and a maximum height of forty-two (42) inches.

D. Operation

1. A parklet may not be located or used within the public right-of-way between November 1 and March 31.
2. Temporary shelters, such as canopies or bubble tents, may be used. Temporary shelters must comply with all requirements in this article.

E. Ramps and Platforms

1. Ramps must be provided for parklets to provide barrier free access from curbed sidewalks.
2. Ramps or platforms must be designed and constructed to maintain unobstructed drainage flow along the gutter.
3. Ramps or platforms must not be bolted into the road or penetrate the surface of the road or parking space that the parklet occupies. Any ramps or platforms may be bolted into the existing curb. All curbs must be restored to the satisfaction of the City of Berkeley Department of Public Works.
4. Connections between platforms, ramps, sidewalks, or parking spaces used for the parklet or to obtain access to the parklet must be flush and must not leave a horizontal gap greater than one-half (1/2) inch, or a vertical separation greater than one-quarter (1/4) inch. If a vertical separation is to exceed one-quarter (1/4) inch, 1:4 bevels are required.
5. For parklets proposed on parking spaces with grades that exceed five percent (5%), level platforms must be provided.

F. Furnishings

1. Any parklet furnishings are the responsibility of and must be maintained and operated by the adjoining business.
2. Parklet furnishings must be anchored or of sufficient weight so that at no time are the parklet furnishings at risk of becoming windblown or an obstruction or danger to public safety.
3. Furniture, including benches, planters, chairs, and tables, must not exceed four (4) feet in height.
4. Hanging or overhead furnishings, including umbrellas, must have a clearance of at least seven (7) feet and cannot exceed ten (10) feet from the ground.
5. Any umbrellas must be closed or removed at the end of operations each day.

6. Parklet furnishings must be maintained in a state of good repair. Any parklet furnishings having broken, peeling, or rusting features or showing other signs of disrepair must be promptly removed or replaced.
  7. Any sun-shading materials must be constructed of fire-retardant materials.
  8. Decorative lighting may be used only during the hours of the parklet's operation. Decorative lighting must not create glare that adversely affects public safety or adjacent properties and must be secured in a manner to prevent electrical hazards or trip hazards to parklet patrons or sidewalk pedestrians.
- G. After the removal of the parklet, the applicant must restore the streets and rights-of-way to the same condition they were in before the parklet was developed.
- H. All aspects of parklet construction and operation must comply with the Michigan Barrier Free Code.

#### **Sec. 106-311. – Other permits.**

A permit obtained under this article does not relieve any person of the responsibility for obtaining any other permit, or authorization required by any other ordinance, statute, or administrative rule.

#### **Sec. 106-312. – Revocation.**

The Community Development Department may revoke the parklet permit of any adjoining business that violates or ceases to meet any requirement of this article or violates any other federal, state, or local regulation, makes a false statement on their application, or conducts activity in a manner that is detrimental to the public health, safety, and welfare.

Immediately upon such revocation, the Community Development Department shall provide written notice to the permit holder by certified mail to their place of business or residence as indicated on the application. Immediately upon such revocation, the permit shall become null and void.

#### **Sec. 106-313. – Alcohol served.**

Any applicant holding a valid liquor license from the State of Michigan for their adjoining business is required to include a copy of their liquor license with the parklet application. The provisions of the liquor license and compliance with State standards for serving alcohol will apply to the parklet operations.

#### **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 will remain in full force and effect.

**SECTION 3: Penalty**

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

**SECTION 4: Effective Date**

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

**SECTION 5: Publication**

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

Introduced on the First Reading at the Regular City Council Meeting on Monday, November 20, 2023.  
Adopted on the Second Reading at the Regular City Council Meeting on \_\_\_\_\_

\_\_\_\_\_  
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:** Parklet Amendment First Reading  
**Date:** November 15, 2023

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Several months ago, the Planning Commission and City Council met with the City's planning consultant Carlisle Wortman to discuss a City Code amendment to allow parklets with specific requirements and regulations. Parklets are raised platforms that convert on-street facilities (typically parking spaces) into temporary outdoor seating areas. Attached is a memo that was distributed to relevant businesses to inform them of the City's efforts to establish parklet regulations and to gauge their interest. Several businesses that were approached expressed an interest in establishing a parklet.

Detailed requirements in the attached amendment provide businesses with a clear expectation of the information they will need to provide and the standards they will need to meet as part of the administrative approval process and for continued maintenance and upkeep. Standards have been provided for the following:

- Application requirements;
- Hold Harmless Agreement;
- Certificate of Liability Insurance;
- Photometrics (if lighting is proposed);
- Temporary shelters (i.e. cabanas, igloos, etc.);
- Permitted locations;
- Design
- Access;
- Enclosures (i.e. fencing);
- Ramps and platforms;
- Operation; and
- Furnishings.

Parklets in the public right-of-way would not be permitted between November 1st and March 31st. If the City Code amendment is approved by Council, staff would move forward to establishing permitting procedures and fees.

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**TO:** Berkley Businesses  
**FROM:** City of Berkley, MI  
**RE:** Inquiry of Interest in Parklets in Berkley

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To provide an even greater variety of outdoor service options to Berkley businesses, the City is exploring whether to allow **parklets**. See more information below.

### **Parklets**

Parklets convert on-street parking spaces into temporary outdoor seating areas. Parklets offer:

- Additional seating
- Increased visibility of a food service business
- Connection to the community

### **Location of Parklet**

Businesses can open parklets within adjacent on-street parking spaces. Parklets must:

- Be adjacent to the sidewalk
- Be at least 1 parking space away from the corner
- Leave a minimum 5-ft pedestrian walkway
- Be located on streets with lower speed limits (25-30 mph)

### **Applying for a Parklet Permit**

Requirements for Parklets mirror the requirements for general outdoor service areas. Application requirements include:

- Parklet permit
- Possible encroachment permit
- Possible building permits for constructed platform

### **Constructing a Parklet**

Parklets may include a platform, enclosure, wheel stops, seats, tables, and additional furnishings such as lighting and landscape features. The cost of constructing a parklet can vary, and estimates range from \$10,000 to \$20,000.

### **Interested in Operating a Parklet?**

Contact Berkley Community Development Director, Kristen Kapelanski: [kkapelanski@berkleymich.net](mailto:kkapelanski@berkleymich.net)

*See opposite page for return on investment estimates and photographs of parklets*

## Return on Investment

The ROI for restaurant owners who expand their services to an outdoor seating area can vary greatly. Below is a sample restaurant calculation using a formula provided by ShadeFXCanopies.com:

Investment:	\$20,000	Number of days of service:	210
Number of parklet seats:	10	Additional Annual Revenue:	\$31,500
Hourly revenue per seat:	\$25	ROI Year 1:	58%
Mark up:	250%	ROI Year 5:	688%
Hourly table turnover ratio:	1	Payback Period:	0.63 years



Source: Adam Barbe



Source: Grand Rapids Parklet Guide



Source: Jason Roberts



Source: Grand Rapids Parklet Guide

AN ORDINANCE

of the City Council of the City of Berkley, Michigan, to add new Article XVIII, Retail Pet Store, to Chapter 30, Businesses, of the Berkley City Code to Require an existing Retail Pet Store to Obtain an Annual License From the City; to Prescribe License Requirements and Conditions; and to Repeal Article XVII, Retail Dog and Cat Sales Temporary Moratorium, of Chapter 30 of the Berkley City Code.

**THE CITY OF BERKLEY ORDAINS:**

**SECTION 1:** New Article XVIII, Retail Pet Store, is added to Chapter 30 of the Berkley Code of Ordinances, as follows:

**ARTICLE XVII. RETAIL PET STORE**

**Sec. 30-1000. Findings and Purpose.**

The City of Berkley prohibits retail pet stores in the City from selling dogs, cats, or rabbits, except for a preexisting retail pet store that was in operation in the City and in compliance and good standing with applicable state laws and city ordinances predating the prohibition. The City Council finds that commercial animal breeding facilities, sometimes known as “pet mills,” may not adequately provide for the health and welfare of the animals. These facilities are notorious for operating and maintaining unsanitary and inhumane conditions resulting in overbreeding and animals with health and behavioral problems that consumers may be unaware of at the time of purchase or which may not manifest until after purchase. This contributes to overpopulation of pets and to placement and euthanization of sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals at animal protection and animal control shelters. By prohibiting new retail pet stores and by regulating and requiring a preexisting pet store to obtain an annual license, the City Council intends to promote animal welfare, ensure sanitary and humane conditions for dogs being offered for sale, and protect local consumers.

Therefore, the purpose of this Article is to establish an annual license requirement and conditions for the operation of a retail pet store in the City that is not otherwise prohibited.

**Sec. 30-1001. Definition.**

For purposes of this Article, the following term has the following meaning:

*Retail pet store* means a commercial establishment that sells or offers for sale dogs on its premises at retail that are not bred at the establishment.



### **Sec. 30-1002. Annual License Required.**

A retail pet store that operates in the City of Berkley and is not prohibited under City Code Chapter 22, Article V must obtain an annual Retail Pet Store license (in addition to any other required license(s)) from the City Clerk. Application for a license must be filed on or before January 1 every year on a form provided by the City Clerk. At the time of application, the applicant must pay an annual license fee to be established by City Council resolution. A Retail Pet Store license is not transferrable and is conditioned on compliance by the applicant/licensee with the provisions of this Article and all laws, regulations, and rules established by county, state, and federal agencies. Violation of or noncompliance with this Article is a municipal civil infraction and may be grounds for license suspension or revocation.

### **Sec. 30-1003. License Conditions.**

A Retail Pet Store Licensee is subject to the following requirements and conditions:

- (a) Dogs sold or offered for sale or adoption may be sourced only from breeders with a United States Department of Agriculture (USDA) license.
- (b) The retail pet store must file with the City Clerk within 7 days of acquiring a dog to be sold or offered for sale or adoption, and must provide to the consumer prior to purchase, and also must display in a conspicuous manner on the dog's cage or enclosure, all of the following information for any dog offered for sale:
  - (1) Identifying information for the dog, including name, date of birth, sex, breed, color, USDA registration number, and state of origin.
  - (2) All State and USDA license numbers, names, business/kennel names, and location (city/state) of the (i) breeder, (ii) broker (when applicable), and (iii) transporter.
  - (3) Listing and dates of all vaccines, medications, and medical procedures that have been administered to or performed on the dog.
  - (4) Michigan Pet Health Certificate issued by a Michigan-licensed veterinarian in the form prescribed by the Michigan Department of Agriculture and Rural Development.
  - (5) Official Interstate or Intrastate Certificate of Veterinary Inspection prepared and signed, in accordance with MCL 287.720, by a U.S. Department of Agriculture-accredited veterinarian licensed to perform veterinary medicine in the dog's state of origin, when applicable.
  - (6) Purchase price of the dog, including all taxes, fees, and charges.
  - (7) Documentation that the dog has been microchipped and the microchip has been enrolled in a nationally searchable database.
  - (8) Written statement of the consumer's warranty, rights, and remedies following the sale of the dog.
- (c) The retail pet store must not source or obtain dogs from a breeder, broker, or transporter who is charged with or has been convicted or determined to be responsible by any government agency for a violation of a law, regulation, or rule

relating to unlawful, inhumane, or improper breeding, selling, handling, or transport practices or conditions.

- (d) The retail pet store, after sale, exchange, transfer, or death of a dog, must, within 7 days, file with the City Clerk notification of the final disposition of the animal.
- (e) By applying for and accepting a Retail Pet Store License, the applicant/licensee is deemed to consent to reasonable entry onto the premises by the City's animal control officer (or other designated officer or agent of the City) during normal business hours for the purpose of inspection for compliance with the conditions and requirements of this Section.

#### **Sec. 30-1004. License Suspension or Revocation.**

- (a) Procedure. Upon determining there are grounds for license suspension or revocation, the City Manager or the Manager's designee will notify the licensee in writing of the reason(s) for license suspension or revocation and provide the licensee an opportunity to be heard. A licensee aggrieved by a license suspension or revocation may appeal to the City Council, who shall appoint a hearing officer to hear and evaluate the appeal and make a recommendation to the City Council. The appeal may be taken by filing with the Community Development Department, within 14 days after written notification of the license suspension or revocation decision, a written statement setting forth fully the grounds for the appeal. The City Council will review the report and recommendation of the hearing officer and make a decision on the matter.
- (b) Grounds. Any one or more of the following occurrences or conditions constitute grounds for license suspension or recommendation:
  - (1) Repeat or recurring violation of or noncompliance with a License Condition set forth in Section 30-1003, above, or failure to promptly correct a violation or noncompliance after being notified of same.
  - (2) Making or providing a false, misleading, or fraudulent statement or information in the license application or in any required information to be filed with the City pursuant to Subsection 30-1003(b), above.
  - (3) Refusal, or repeated failure, to timely file with the City the information required in Section 30-1003, above.
  - (4) Failure to obtain and maintain any license or permit required under federal, state, or local law or ordinance to operate a retail pet store.
  - (5) Violation of any federal, state, or county law, regulation, or rule applicable to operating a retail pet shop.
  - (6) Violation of, and failure to promptly correct, any applicable building, fire, electrical, mechanical, plumbing, property maintenance, or zoning code or public health regulation.

- (7) Mistreatment of dogs, or maintaining unsanitary, unhealthy, or inhumane conditions for dogs kept or offered for sale at the retail pet store.
- (8) Non-payment of taxes or other obligations payable to the City.
- (9) Operation of the retail pet store in a manner determined by the City to be a public nuisance.

**SECTION 2: Repealer**

Article XVII, Retail Dog and Cat Sales Temporary Moratorium, in Chapter 30, Businesses, of the Berkley City Code is hereby repealed.

**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 will remain in full force and effect.

**SECTION 4: Effective Date**

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

**SECTION 5: Publication**

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

Introduced on the First Reading at the Regular City Council Meeting on Monday, November 20, 2023

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

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

Attest:

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



# **RETAIL PET STORE ORDINANCE**

## *Frequently Asked Questions*

**Q: What is the purpose of the retail pet store ordinance, and what will the ordinance do?**

**A:** The ordinance will require a lawfully existing retail pet store to obtain an annual business license from the City and to comply with various licensing conditions and reporting requirements which are designed to promote animal welfare, ensure sanitary and humane conditions for dogs being offered for sale, and protect local consumers.

**Q: Should the City be contacted in the event of a consumer or warranty complaint or dispute between a customer and the pet store?**

**A:** No. The ordinance does not empower the City to investigate, intervene in, or resolve consumer complaints and disputes between a customer and the pet store. The purpose and intent of the pet store ordinance is to require a pet store to make available to customers information about the source, transport, health, and care of dogs offered for sale at the pet store and about the store's purchase terms and warranty to assist customers to make informed decisions about their pet purchases.

**Q: Will the City verify the authenticity and accuracy of documentation and information the pet store is required to file with the City?**

**A:** The making or filing of false, misleading, or fraudulent information with the City is grounds under the retail pet store ordinance to suspend or revoke a pet store license. Although the City does not intend to authenticate or verify all filings and documentation, if it is determined that there is credible evidence that false information has been provided warranting investigation, the City will do so.



**Q: Does this ordinance guarantee that dogs purchased at the pet store will be healthy?**

**A:** No. As stated above, the purpose and intent of the pet store ordinance is to require a pet store to make available to customers information about the store's purchase terms and warranty to assist customers to make informed decisions about their pet purchases. The purchaser will need to look to the pet store's warranty information concerning any guarantee about pet health.

**Q: Will pet store license suspension or revocation be automatic when the City becomes aware that occurrences or conditions at the retail pet store constitute grounds for license suspension or revocation?**

**A:** Not automatically. The ordinance prescribes a procedure the City will follow to determine whether there are grounds for license suspension or revocation. The procedure is designed to provide appropriate review and evaluation of the relevant facts and circumstances, applying objective standards, and affording due process to the pet store. At the conclusion of that process, the City Council will make a decision on whether or not to suspend or revoke a pet store license.

**Q: Will the City oversee and manage the pet store to ensure license conditions are complied with?**

**A:** The City will be authorized under the ordinance and the pet store license to make reasonable entry onto the premises for the purpose of compliance inspection. Inspection will be periodic. In the event a noncompliant condition is discovered at the store, the City will act on it. The City will not, however, be overseeing or managing the daily operations of the pet store.



**Q: Will the ordinance outlaw or allow the City to shut down puppy mills and bad breeders and sellers?**

**A:** The City does not have the power to regulate or enforce ordinances outside of the City limits, nor is the City empowered to enforce federal or state animal protection laws. However, the City Council believes this ordinance is a step in the direction of combating puppy mills and inhumane treatment of animals by requiring any pet store operating in the City to be licensed by the City and to adhere to license conditions designed to promote the selling of humanely bred and cared for animals sourced from responsible breeders.

**Q: When should the City be contacted with a concern?**

**A:** The City will consider and act upon any legitimate complaints supported by credible evidence that a pet store is not in compliance with the pet store ordinance or license condition(s). Upon determining that the complaint warrants investigation or enforcement, the City will do so.