

**CITY OF BERKLEY PUBLIC NOTICE
REGULAR CITY COUNCIL MEETING
Monday, July 18, 2022
7:00 P.M. – City Hall
248-658-3300**

**CALL 39th COUNCIL TO ORDER
APPROVAL OF AGENDA
INVOCATION – REVEREND PAMELA GABEL
PLEDGE OF ALLEGIANCE
PUBLIC COMMENT
ORDER OF BUSINESS**

Consent Agenda

1. **APPROVAL OF THE MINUTES:** Matter of [approving the minutes](#) of the 39th Regular City Council meeting on Monday, June 20, 2022.
2. **WARRANT:** Matter of [approving Warrant No. 1376](#).
3. **ORDINANCE NO. O-03-22:** Matter of [considering the Second Reading](#) and Adoption of an Ordinance of the City Council of the City of Berkley, Michigan to Amend Articles II and III, of Chapter 130, Vegetation, of the City of Berkley Code of Ordinances to Modify Trees, Bushes and Shrubs, and Noxious Weeds and to add Article IV, Invasive Species.
4. **MOTION NO. M-65-22:** Matter of [approving to cast Berkley's official vote](#) for the following to serve as a Trustee on the Board of Trustees for the MML Workers' Compensation Fund and directing the City Clerk to send in the marked ballot.
5. **MOTION NO. M-66-22:** Matter of [appointing the Finance Director](#), Mark Pollock, as the City of Berkley's representative and the Public Works Director, Shawn Young, as the alternate representative to the Southeastern Oakland County Resource Recovery Authority (SOCRRA) Board of Trustees for the fiscal year beginning July 1, 2022; and instructing the City Clerk to send a copy of this motion to the SOCRRA Board.
6. **MOTION NO. M-67-22:** Matter of [appointing the Berkley Public Works Director](#), Shawn Young, as the City of Berkley's representative and the Finance Director, Mark Pollock, as the alternate representative to the Southeastern Oakland County Water Authority (SOCWA) Board of Trustees for the fiscal year beginning July 1, 2022; and instructing the City Clerk to send a copy of this motion to the SOCRRA Board.
7. **MOTION NO. M-68-22:** Matter of [approving the 1-Year contract renewal](#) with Oakland County Equalization for assessing and related services and costs for the fiscal year 7/1/2022 through 6/30/2023 and authorizing the Mayor and City Clerk to sign the contract and forward four signed copies to Oakland County Equalization for their signature.

Regular Agenda

1. **RECOGNITIONS/PRESENTATIONS:** Matter of any recognitions or presentations from the Consent Agenda.
2. **PRESENTATION:** Matter of [receiving a presentation](#) by Annaka Norris of Main Street Oakland County regarding the City of Berkley's Main Street Accreditation Certificate and the importance Main Street has for the City.
3. **MOTION NO. M-69-22:** Matter of [approving the appointments](#) to various boards and commissions.
4. **MOTION NO. M-70-22:** Matter of [approving marihuana business license #PMA20-0003](#) for Operation Grow/butter to be located at 2222 W. 11 Mile Road.

5. **MOTION NO. M-71-22**: Matter of [approving Special Land Use request](#) PSU-01-22 at 2684 Coolidge Highway and 2688 Coolidge Highway to permit outdoor dining in the Downtown District.
6. **MOTION NO. M-72-22**: Matter of [authorizing the City Manager to approve](#) the proposal from Hubbell, Roth & Clark, Inc. (HRC) to provide professional engineering services at a cost not to exceed \$10,849.48 for Oxford Park path extension. Funds for his expenditure will come from account number 614-950-821-000.
7. **MOTION NO. M-73-22**: Matter of [approving the purchase](#) of a Video Surveillance and Access Control System for the Department of Public Works at a total cost not to exceed of \$77,149.79 from Presidio. Funds will come from an amended account 592-536-982-592.
8. **MOTION NO. M-74-22**: Matter of [approving the purchase](#) of a 2023 Elgin Broom Badger Sweeper at a total cost not to exceed \$290,000 from Bell Equipment Company.
9. **MOTION NO. M-75-22**: Matter of [adopting the revisions](#) to the City of Berkley Downtown Development Authority bylaws.
10. **MOTION NO. M-76-22**: Matter of [adopting updated City of Berkley](#) Freedom of Information Act (FOIA) Procedures and Guidelines.

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 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, JUNE 20, 2022 BY MAYOR PRO TEM DEAN**

PRESENT: Steve Baker Bridget Dean
 Ross Gavin Dennis Hennen
 Natalie Price Jessica Vilani

ABSENT: Daniel Terbrack

APPROVAL OF AGENDA

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

INVOCATION: Rabbi Matt Zerwekh

PUBLIC COMMENT

Councilmember Hennen spoke in regards to his comments during the June 6th City Council meeting regarding the Pride Block Party. He referenced his previous apology and thanked everyone who has shared their experiences. He encouraged everyone that has not already viewed his apology to seek it out. He talked about what he needs to do moving forward when making decisions and said that includes keeping his religious views separate from government policy. He reiterated his apology.

Tanya Thomann, Berkley resident, spoke in regards to Councilmember Hennen's comments made regarding the Pride Block Party from the June 6th City Council meeting. She talked about the discrimination she had seen from the Berkley School District as well as when it came to the LGBTQIA+ community. She talked about how she was pleased when the City Council voted unanimously to designate the month of June as Pride Month. She voiced concern about Councilmember Hennen's "no" vote for the Pride Block Party and how this will affect the city in the future.

Joan, Berkley, identified herself as a part of the LGBTQIA+ community and talked about her previous struggles in employment because of this. She expressed her concerns in regards to Councilmember Hennen's comments made at the June 6th City Council meeting regarding the Pride Block Party. She also talked about the importance of the separation of between Church and State.

Kim Adams, Berkley, thanked council members for speaking in support of the Berkley Pride Block Party and the support of LGBTQIA+ youth and community. She said those that live in places with LGBTQIA+ community-support have lower rates of suicides. She voiced her concern regarding Councilmember Hennen's comments and "no" vote for the Pride Block Party during the June 6th City Council Meeting.

Christine Gale, Berkley, spoke in regards to Councilmember Hennen's comments made during the June 6th City Council meeting regarding the Pride Block Party. She voiced concern regarding Hennen representing the City, and said she does not support his religious beliefs. She referenced his apology and said the problem is how he views the LGBTQIA+ community.

Jess Worrall, Berkley, spoke about Councilmember Hennen's comments made about the Pride Block Party at the June 6th City Council meeting. She identifies as a part of the LGBTQIA+ community. She said they noticed his apology did not indicate a willingness to re-evaluate his position on homosexuality. She called for him to resign. She gave examples of how he could try to do better by seeking certain organizations. She said she and her wife brought their daughter to the meeting this evening.

Mayor Pro Tem Dean asked for a show of hands from those that agree with the public comment that was just stated.

56 people raised their hands in support of Jess Worrall's statement.

Rev. Anders Edstrom, Greenfield Presbyterian Church, spoke on behalf of the LGBTQIA+ community in regards to Councilmember Hennen's comments made at the June 6th City Council meeting for the Pride Block Party. He voiced his concern about what religion has done to the LGBTQIA+ community. He said the community always has an ally in him.

Casey, Berkley, spoke in regards to the comments Councilmember Hennen made for the Pride Block Party at the June 6th City Council meeting. She identifies as a part of the LGBTQIA+ community. She voiced her concern about his statements and stated she was not aware before then about his stance with the LGBTQIA+ community as she voted for him twice. She talked about what she expects from council when they represent the city. She talked about why the LGBTQIA+ community has pride. She called for him to resign.

Stacey Brunell, Royal Oak, read Julie Gabot's statement in totality asking for Councilmember Hennen's resignation. The second statement she read was from Christopher Pfeiffer's and she read it in its entirety. The statement supported the LGBTQIA+ community and asked for Councilmember Hennen to resign.

Dallas Oliver, Berkley, spoke in regards to Councilmember Hennen's comments for the Pride Block Party at the June 6th City Council meeting. He supports the LGBTQIA+ community. He said Councilmember Hennen tarnished Berkley's reputation and asked him to resign.

Lori Robertson, Berkley, talked about Councilmember Hennen's activity on a Facebook group page. She also spoke about her concern regarding Councilmember Hennen's comments during the June 6th City Council meeting regarding the Pride Block Party, She stated she wanted to address him as a councilmember. She went on to ask why he didn't just vote "no" for the Pride Block Party and say nothing else. She said she wants him to step down. She said she is an ally of the LGBTQIA+ community and is proud of everyone that spoke and is sorry for the hurt brought upon them.

Michelle, Berkley, introduced her transgendered son, Evan, and talked about Councilmember Hennen's comments during the June 6th City Council meeting regarding the Pride Block Party. She discussed how this has affected her and her son.

Evan, Michelle's son and Berkley resident, spoke for the LGBTQIA+ community and how they do not want someone on council who does not support the freedom to be who they are.

Aubrey Roberts, Berkley, spoke regarding Councilmember Hennen's comments from the June 6th meeting regarding the Pride Block Party. He discussed how these sensitive issues are going to come up before city council and should be addressed properly.

Claire Levingston, Berkley, spoke in regards to the comments from Councilmember Hennen during the June 6th City Council meeting regarding the Pride Block Party. She stated that she may be too young to vote, but not too young for her voice to be heard.

Nicole Menard read a statement from Berkley resident Kaitlyn Thrasher. The statement expressed her concern regarding Councilmember Hennen's vote for the Pride Block Party. It stated she is supportive of the LGBTQIA+ community and expressed importance for having a safe environment for everyone. She asked Councilmember Hennen to resign.

Ameila, Berkley, commented how she met Councilmember Hennen when he was campaigning for councilmember. She discussed his "no" vote for the Pride Block Party during the June 6th City Council meeting. She feels he does not have what is best for Berkley in mind. She expressed her concern regarding future decisions he may have as a public servant and stated her disappointment in Councilmember Hennen's actions.

Rachel, Berkley, said she found it necessary to express her concern regarding Councilmember Hennen's comments and vote at the June 6th City Council meeting regarding the Pride Block Party. She supports the LGBTQIA+ community and expressed the importance of the separation of Church and State. She said Councilmember Hennen must step down.

Christopher Petrat, Berkley, identifies himself as a member of the LGBTQIA+ community. He talked about his experiences that he went through when he was younger. He talked about Councilmember Hennen's comments regarding the Pride Block Party during the June 6th City Council meeting and expressed his concern. He asked for Councilmember Hennen to resign.

Julia Music, Ferndale, read a letter from Berkley resident Cheryl Collins. The letter started off by thanking the council members who voted in favor of Pride Block Party. It stated that she is an ally of the LGBTQIA+ community. She called for the resignation of Councilmember Hennen in regard to the comments and vote during the June 6th City Council meeting regarding the Pride Block Party. After Julia Music read the letter she also expressed her concerns about what Councilmember Hennen said at the June 6th City Council meeting regarding the Pride Block Party and asked him to resign as well.

Joshua Chadwick, Berkley, identifies himself as a part of the LGBTQIA+ community. He said he was surprised by the comments made by Councilmember Hennen during the June 6th City Council meeting in regards to the Pride Block Party. He said he will be watching what Councilmember Hennen does and does not do.

Lindsey Tocco, Berkley, expressed how proud she is of everyone that stood up and talked this evening and thanked those who voted "yes" for the Pride Block Party during the June 6th City Council meeting.

Sue Zager, Berkley, said she is an ally of LGBTQIA+ community and voted for Councilmember Hennen. She expressed her concern in regards to the comments made and "no" vote by Councilmember Hennen during the June 6th City Council meeting for the Pride Block Party. She asked for Councilmember Hennen's resignation.

City Clerk Mitchell read a synopsis of the following emails received:

Paul Jodran, Berkley
Darlene Niksic, Berkley

Judith Twardowski, Berkley
Bridget Mahrle, Berkley,
Brandi Cashman, Berkley
Elizabeth Petry, Berkley

She read they strongly disagree with the comments made by Councilmember Hennen before the Berkley Pride Block Party street closure during the last meeting. They also asked for him to resign or to be removed. The emails also spoke in support of the LGBTQIA+ community.

Chuck Tyrrell, Berkley, wrote that Motion No. M-53-22 should not be approved as the Lume marihuana business license does not meet the basic requirements due to the close proximity to Kinder Care.

Consent Agenda

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

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 39th Regular City Council meeting on Monday, June 6, 2022.

WARRANT: Matter of approving Warrant No. 1375.

RESOLUTION NO. R-13-22: Matter of recognizing the outgoing City of Berkley Planning Commissioner Martin Smith.

PROCLAMATION NO. P-22-22: Matter of proclaiming July 2022 as Parks and Recreation Month.

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

Regular Agenda

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

Councilmember Gavin read Resolution No. R-13-22 into record.

Councilmember Vilani read Proclamation No. P-22-22 into record.

PUBLIC COMMENT FOR MOTION NO. M-53-22

John Abo, representative for Attitude Wellness dba Lume, thanked City Council for the opportunity to invest in the community. He said they are excited to bring a first-class establishment to the City. He stated he was happy to answer any questions.

Councilmember Hennen asked if the license is approved, when would they expect to start construction and when they would anticipate opening?

Mr. Abo said they would probably apply for a building permit in the next 30 days. He said the opening timeline is four to five months.

MOTION NO. M-53-22: Matter of approving marihuana business license #PMA20-0010 for Attitude Wellness dba Lume to be located at 1949 12 Mile Road.

Councilmember Vilani moved to approve Motion No. M-53-22

Seconded by Councilmember Price

Ayes: Hennen, Price, Vilani, and Dean

Nays: Baker and Gavin

Absent: Terbrack

Motion Approved.

PUBLIC COMMENT FOR MOTION NO. M-54-22

Eric Clark, representing Quality Roots, said he is very happy to get to this point today and hopes to continue to make investments into this community. He said he is excited for this opportunity and excited to get started.

Councilmember Hennen asked if they are approved tonight when they would expect to start construction and when they anticipate opening?

Mr. Clark said they expect to submit the paperwork for permits within the next two to four weeks and expect a completion date around four to six months. He also said they have a stellar group of marihuana applicants that will see everything gets done quickly so the community can see the benefits.

MOTION NO. M-54-22: Matter of approving marihuana business license #PMA20-0015 for Quality Roots to be located at 3916 W. 11 Mile Road.

Councilmember Hennen moved to approve Motion No. M-54-22

Seconded by Councilmember Vilani

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

Nays: None

Absent: Terbrack

Motion Approved.

MOTION NO. M-55-22: Matter of approving the appointments to various boards and commissions.

Councilmember Hennen moved to approve Motion No. M-55-22

Seconded by Councilmember Gavin

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

Nays: None

Absent: Terbrack

Motion Approved.

MOTION NO. M-56-22: Matter of awarding the contract for the repair and resurfacing of the tennis courts at Friends Park at a cost not to exceed \$31,500 to the lowest qualified bidder, Laser Striping and Sport Surfacing, 9965 Lapham Way, Plymouth, MI 48170. In addition, allocate \$3,150 for contingencies. Funds for this expenditure will come from account 614-950-974-000.

Councilmember Hennen moved to approve Motion No. M-56-22

Seconded by Councilmember Price

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

Nays: None

Absent: Terbrack

Motion Approved.

MOTION NO. M-57-22: Matter of approving the purchase of official Woodward Dream Cruise merchandise to be sold at various locations during the month of August at a cost not to exceed \$28,000. Funds for this expenditure will come from the account 614-915-818-000.

Councilmember Baker moved to approve Motion No. M-57-22

Seconded by Councilmember Gavin

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

Nays: None

Absent: Terbrack

Motion Approved.

MOTION NO. M-58-22: Matter of considering an application to hold the "County Oakland Irish Fest" event 5-11:30 p.m. Friday, September 9, 2022 on Robina Ave. and 10 a.m.-11:30 p.m. Saturday, September 10, 2022 on 12 Mile Road from Buckingham to Wakefield. The event is hosted by the County Oakland Irish Fest, 3074 12 Mile Road, Berkley, MI 48072. Approval is conditional upon the submission of required items and documents prior to event dates. Council reserves the right to rescind the permit due to State and/or County health and pandemic protocols.

Councilmember Vilani moved to approve Motion No. M-58-22

Seconded by Councilmember Hennen

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

Nays: None

Absent: Terbrack

Motion Approved.

MOTION NO. M-59-22: Matter of approving a Downtown Development Authority (DDA) event, "Trick or Treat Stroll" and "Monster Mash Block Party" on Coolidge between 12 Mile Road and Catalpa Road and on Dorothea Road between Coolidge and alleyway from noon to 6 p.m. on Saturday, October 29, 2022. Approval is conditional upon the submission of required items and documents prior to the event date. Council reserves the right to rescind the permit due to State and/or County health and pandemic protocols.

Councilmember Baker moved to approve Motion No. M-59-22

Seconded by Councilmember Vilani

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

Nays: None

Absent: Terbrack

Motion Approved.

MOTION NO. M-60-22: Matter of authorizing Gallagher Benefit Services, Inc. for a Human Resource Audit related to our current Merit System of Human Resource Management and Administrative Directives and Work Place Policies at a cost not to exceed \$15,000. Funding has been allocated in the FY 22-23 Contractual Services - Consultant account 101-172-817-000.

Councilmember Vilani moved to approve Motion No. M-60-22

Seconded by Councilmember Baker

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

Nays: None

Absent: Terbrack

Motion Approved.

ORDINANCE NO. O-03-22: Matter of considering the First Reading of an Ordinance of the City Council of the City of Berkley, Michigan to Amend Articles II and III, of Chapter 130, Vegetation, of the City of Berkley Code of Ordinances to Modify Trees, Bushes and Shrubs, and Noxious Weeds and to add Article IV, Invasive Species.

Councilmember Hennen moved to approve Ordinance No. O-03-22

Seconded by Councilmember Gavin

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

Nays: None

Absent: Terbrack

Motion Approved.

MOTION NO. M-61-22: Matter of adopting a memo of understanding with Oakland County Cooperative Invasive Species Management Area (CISMA).

Councilmember Hennen moved to approve Motion No. M-61-22

Seconded by Councilmember Vilani

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

Nays: None

Absent: Terbrack

Motion Approved.

MOTION NO. M-62-22: Matter of authorizing the City Manager to sign the Application for Additional Service Credit Purchase for Michael Hunyor approving the purchase of two years of Generic additional service credit. This purchase is allowed by the MAPE Contract Agreement dated 7/1/2021 through 6/30/2024 and the MERS Plan Document for active members. The total cost calculated by MERS included in the Application for Additional Service Credit is \$21,733 and the City of Berkley's share of that cost is \$17,269.

Councilmember Price moved to approve Motion No. M-62-22

Seconded by Councilmember Vilani

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

Nays: None

Absent: Terbrack

Motion Approved.

MOTION NO. M-63-22: Matter of authorizing the City Treasurer to place Special Assessment items onto the 2022 Summer Tax Roll by parcel ID number, including unpaid invoices, unpaid sidewalk assessment balances from 2020, and delinquent water amounts; and to add a \$20 administrative fee to those bills as allowed by City Charter.

Councilmember Gavin moved to approve Motion No. M-63-22

Seconded by Councilmember Hennen

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

Nays: None

Absent: Terbrack

Motion Approved.

RESOLUTION NO. R-14-22: Matter of approving a resolution of the Council of the City of Berkley, Michigan establishing the Policy and Guidelines for Granting an Exemption from Payment of Property Taxes.

Councilmember Gavin moved to approve Resolution No. R-14-22

Seconded by Councilmember Price

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

Nays: None

Absent: Terbrack

Motion Approved.

MOTION NO. M-64-22: Matter of authorizing the amendment of the 2021-2022 Budget as presented.

Councilmember Baker moved to approve Motion No. M-64-22

Seconded by Councilmember Hennen

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

Nays: None

Absent: Terbrack

Motion Approved.

COMMUNICATIONS

COUNCILMEMBER GAVIN: stated that the next Planning Commission meeting is on June 28th at 7:00pm in the council chambers. He said that the Environmental Advisory Committee (EAC) had met last week and he gave a synopsis of what they had discussed. Their next meeting will be on July 21st at 6:30pm on the second floor of the public safety building. Finally, he welcomed all new and returning members of the EAC and Planning Commission that were either appointed or reappointed this evening. He also announced that Planning Commission Chairperson, Kristen Kapelanski, would be stepping down from her role on Planning Commission and serving as the city's new Community Development Director. Finally, he thanked Marty Smith for all his years serving on the Planning Commission.

COUNCILMEMBER VILANI: said that there were no updates from the Technology Advisory Committee and their next meeting is on July 13th. She reminded everyone that the Berkley Area Chamber's Street Art Festival is on July 16th and registration is open to become one of the featured chalk artists. She also talked about the Cruise Fest T-Shirts from the Berkley Area Chamber as well. She mentioned some of the sponsored events and entertainment for the Pride Block Party on June 26th. She acknowledged and thanked everyone who came this evening and spoke in support of the LGBTQIA+ community.

COUNCILMEMBER HENNEN: said that at the last Zoning Board of Appeals (ZBA) meeting they voted to allow the increase of a sign allowance in the city. He said that the ZBA wanted for him to share that many of their recent cases are related to the sign ordinances and it is need to be updated. He said that he informed them that it is something that he knows City Council is aware of but it will take some time before they are able to address it.

COUNCILMEMBER PRICE: said that she had no reports from her committees. She thanked the residents who showed and spoke up that evening and also the residents who came to support the ones that spoke that evening as well. She talked about how having an inclusive and welcoming community saves lives and she is proud to be a part of one. She emphasized that the LGBTQIA+ members of the community are safe, supported, welcomed, and celebrated in the city. She invited everyone to come as they are to the first Berkley Pride Block Party on Sunday, June 26th.

COUNCILMEMBER BAKER: said that the Historical Committee wanted to thank everyone that came to their booth at the recent Berkley Art Bash. He also said that the historical museum hosted the May Chamber Chat meeting. He said that hours of the historical museum are Wednesdays from 10:00 am – 1:00 pm and Sundays from 2:00 – 4:00 pm and he added that you can also visit online at Berkleyhistory.com. He said the he was deeply moved by the comments this evening and quoted Brian Tracy, "The greatest gift you can give to others is the gift of unconditional love and acceptance." He said that he looks forward to the Berkley Pride Block Party and said it will be from 12:00 – 4:00 pm on Robina. He said the Berkley is becoming a more welcoming and accepting community. He wished everyone to stay safe and hug someone they love.

CITY MANAGER BAUMGARTEN: thanked the community center and the library for opening their doors for anyone who needed to be in air conditioning. He said this week is the Dad's Club Summer Classic at the city baseball fields. Finally, he said that since this is the last meeting before July 1st, he wanted to wish the city Happy New Fiscal Year and a copy of the city's new budget is available online and at city offices as well.

CITY ATTORNEY STARAN: discussed the state laws regarding fireworks for Independence Day. He said that you are only allowed to use consumer fireworks. He said that the dates that fireworks allowed to be used is from Wednesday, June 29th – Monday, July 4th and only between the hours of 11:00 am – 11:45 pm. He emphasized that fireworks are only allowed to be used on private property with permission of the owner. Finally, he told everyone to celebrate the holiday safely.

MAYOR PRO TEM DEAN: talked about the Berkley Art Bash and the Lids for Kids program that had recently taken place. She congratulated Maddie Watts and the Berkley High School Class of 2022 and said that Maddie is the recipient of the Berkley Scholarship for Public Service. She announced some

upcoming events offered by the Parks and Recreation Department. These events include Concert in the Park and they will be taking place on June 22nd at 7:00 pm and July 13th at 7:00 pm. She added that both will be at Community Park. Finally, she said for more information about these and other summer events you can go to recreation.berkleymich.org.

ADJOURNMENT

Councilmember Baker moved to adjourn the Regular Meeting at 9:39 p.m.

Seconded by Councilmember Vilani

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

Nays: None

Absent: Terbrack

Motion Approved.

DRAFT



CITY OF BERKLEY
CHECK WARRANT
#1376
JUNE 2022

Check Date	Check	Vendor Name	Description	Amount	Voided?
06/09/2022	69012	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #1	82.99	
06/09/2022	69013	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #12 EMPL. DEDUCT. (ROTH) - PR #12	32,919.16 1,507.58	
				34,426.74	
06/09/2022	69014	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #12	570.77	
06/09/2022	69015	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #12 EMPLOYEE DEDUCT. - LOAN - PR #12	3,056.03 203.30	
				3,259.33	
06/09/2022	69016	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #12	205.00	
06/15/2022	69017	21ST CENTURY MEDIA - MICHIGAN	PUBLIC NOTICE FOR VARIANCES AND MARIHUAN PUBLIC NOTICE FOR VARIANCES AND MARIHUAN PUBLIC NOTICE FOR VARIANCES AND MARIHUAN PUBLIC NOTICE FOR VARIANCES AND MARIHUAN BUDGET 22-23 ELECTIONS ELECTIONS ELECTIONS	200.82 205.82 190.64 190.64 193.48 114.74 178.05 258.95	
				1,533.14	
06/15/2022	69018	ADKISON, NEED, ALLEN & RENTROP PLLC	CITY ATTORNEY MBL APPEAL CITY ATTORNEY MBL APPEAL	75.00 75.00	
				150.00	
06/15/2022	69019	ADT COMMERCIAL LLC	6/27/22 - 7/26/22 DPW ALARM MONITORING	88.99	
06/15/2022	69020	AIRGAS USA, LLC	CYLINDER RENTAL MAY 2022	32.81	
06/15/2022	69021	ALL TRAFFIC SOLUTIONS, INC.	TRAFF CLOUD SUBSCRIPT & WARRANTY	1,500.00	
06/15/2022	69022	ALLIANCE MOBILE HEALTH	BLOOD DRAWS	592.00	
06/15/2022	69023	ALPHA PSYCHOLOGICAL SERVICES	PSYCH FOR NEW HIRE J. ROSS	750.00	
06/15/2022	69024	AMAZON CAPITAL SERVICES	POWER STRIP SURGE PROTECTORS MOUNT BRACKET CHARGING STATION BRACKET, TOASTER MONITOR MOUNT PHONE CHARGERS WEBCAM COFFEE CHARGERS & CABLES	125.39 102.47 190.16 112.66 79.99 68.16 63.97	
				742.80	
06/15/2022	69025	APPLIED IMAGING	DPW COPIER	0.99	
06/15/2022	69026	AT&T	FOR 05/25 - 06/24 - ACCT. NO. 2485462400	772.03	
06/15/2022	69027	AT&T	FIBER INTERNET-ACCT NO 311160118	149.00	
06/15/2022	69028	BERKLEY AREA CHAMBER OF COMMERCE	3338 COOLIDGE HWY.	100.00	
06/15/2022	69029	BERKLEY HIGH SCHOOL	BHS YEARBOOK	50.00	
06/15/2022	69030	BIG D LOCK CITY	MAINTENANCE SUPPLIES DPW KEYS KEYS FOR SARRIS, LARSEN, & ROSS	85.00 5.67 31.50	
				122.17	
06/15/2022	69031	BILLINGS LAWN EQUIPMENT	DPW - SPARK PLUG LAWN MOWER	20.00	
06/15/2022	69032	BLUE CROSS BLUE SHIELD OF MICH	MAY 2022 CLAIMS	78,950.54	
06/15/2022	69033	BOOKPAGE	SUBSCRIPTION	648.00	
06/15/2022	69034	BRENDEL'S SEPTIC TANK SERVICE, LLC	CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES	435.00 185.00 155.00 155.00	
				930.00	

06/15/2022	69035	CAMELOT CLEANERS	PRIS. BLANKETS - MAY	60.35
06/15/2022	69036	CARLISLE / WORTMAN	PLANNER CONSULTANT	735.00
			CONTRACTUAL SERVICES	437.50
			PLANNING CONSULTANT	1,405.00
			PLANNER CONSULTANT	6,562.50
			PLANNING CONSULTANT	6,405.00
			PLANNING CONSULTANT	2,767.50
			PLANNER CONSULTANT	1,950.00
				20,262.50
06/15/2022	69037	CINTAS	EQUIPMENT SUPPLIES	123.16
			MED BOX REFILL	151.84
				275.00
06/15/2022	69038	CITY OF TROY	CAMP CONTRACTUAL	992.00
			CAMP CONTRACTUAL	320.00
				1,312.00
06/15/2022	69039	CONTRACTORS CLOTHING CO.	UNIFORMS	161.98
06/15/2022	69040	DEALER AUTO PARTS SALES	DPW/PS/P&R FILTER, BRAKES, PADS	574.87
06/15/2022	69041	DELL MARKETING LP	MUGSHOT PC REPLACEMENT	877.22
06/15/2022	69042	DETROIT DIAMOND DRILLING, INC.	MOTOMIX 12 - 1 QT. CANS	111.48
06/15/2022	69043	DISCOUNT OFFICE EQUIPMENT	REPLACEMENT FURNITURE FOR DIRECTOR'S OFF	3,498.00
06/15/2022	69044	FERGUSON WATERWORKS #3386	PVC	724.72
			PVC PIPES	3,642.74
			NUTS, BOLTS, SCREWS	273.61
			PIPES - FITTINGS	1,230.18
				5,871.25
06/15/2022	69045	FIRE DEFENSE EQUIPMENT COMPANY	DPW CO2 RECHARGE	46.80
06/15/2022	69046	FRANKS LANDSCAPING & SUPPLIES LLC.	FLOWER BASKETS AND LANDSCAPING	2,584.17
06/15/2022	69047	GDI SERVICES INC.	DPW CUSTODIAL SERVICES (OFFICES ONLY) MA	216.48
			JANITORIAL - MAY	1,957.17
			MONTHLY JANITORIAL - CITY HALL	1,666.45
				3,840.10
06/15/2022	69048	GMIS INTERNATIONAL	MEMBERSHIP DUES	100.00
06/15/2022	69049	GORDON FOOD SERVICE INC.	PROGRAM SUPPLIES	12.98
			PROGRAM SUPPLIES	272.40
				285.38
06/15/2022	69050	GOVTEMPSUSA LLC	CONTRACTUAL SERVICES	1,260.00
			CONTRACTUAL SERVICES	2,520.00
			CONTRACTUAL SERVICES	1,932.00
				5,712.00
06/15/2022	69051	GRACIE GLOBAL LLC	GST LEVEL 1 CERT FOR 2 OFFICERS	2,400.00
06/15/2022	69052	GREG SHERBURN	MEDITATION PROGRAM	50.00
06/15/2022	69053	GUNNERS METERS & PARTS INC.	CURB BOX & BUSHING	770.00
06/15/2022	69054	HERSCH'S INC.	BUILDING MAINTENANCE	286.50
06/15/2022	69055	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	179.92
			BUILDING MAINTENANCE	37.96
				217.88
06/15/2022	69056	HUNT SIGN CO LTD	SIGNS	2,248.00
06/15/2022	69057	HYDROCORP	MAY 2022 CROSS CONNECTION SERVICES	1,658.00
06/15/2022	69058	INTEGRATED SUPPLY NETWORK	DPW PARTS	26.83
06/15/2022	69059	J.H. HART URBAN FORESTRY	TREE TRIMMING 5/30/22 - 6/3/22	4,626.55
			TREE TRIM & STUMP 5/23/22 - 5/27/22	5,070.32
				9,696.87

06/15/2022	69060	JACK DEMMER FORD, INC.	PS BRAC	88.44
			PS SHIELD KGA30690	55.73
			PS VALVE STEMS	82.00
				226.17
06/15/2022	69061	KANOPIY, INC.	DIGITAL CONTENT	231.30
06/15/2022	69062	KONICA MINOLTA BUSINESS SOLUTIONS	CITY HALL COPIER	529.94
			DPW COPIER MAY 2022	81.93
			COPIER CHARGE	15.85
				627.72
06/15/2022	69063	LARRY'S WELDING SUPPLY	MAY 2022 CYLINDER RENTAL	62.65
06/15/2022	69064	LIGHTING SUPPLY COMPANY	GARAGE LIGHTS	76.68
06/15/2022	69065	MALONEY TRUCKING	HAUY OUT/IN DIRT - C2 FILL SAND IN	2,190.00
			DIRT - HAUL OUT	545.00
				2,735.00
06/15/2022	69066	MARINE CITY NURSERY CO	30 TREES / 2022 SPRING TREE PLANTING	10,500.00
06/15/2022	69067	METRO PUMP SERVICE	MAY 2022 FUEL ISLAND MAINT.	680.00
06/15/2022	69068	MICHIGAN CAT	DPW FILTERS FOR CHIPPER	266.30
06/15/2022	69069	MICHIGAN DOWNTOWN ASSOCIATION	WORKSHOP	25.00
06/15/2022	69070	MICHIGAN GRAPHICS & AWARDS	CITIZEN OF YR AWARD	150.00
06/15/2022	69071	MICHIGAN PETROLEUM	OIL (MECHANICS)	133.68
06/15/2022	69072	MIDSTATES RECREATION, LLC.	LAND IMPROVEMENTS	70,307.29
06/15/2022	69073	MIDWEST TAPE	DIGITAL CONTENT	1,290.81
06/15/2022	69074	NELSON BROTHERS SEWER & PLUMBING	BUILDING MAINTENANCE/MAINTENANCE SUPPLIE	733.00
06/15/2022	69075	NORFIELD DEVELOPMENT PARTNERS, LLC	MISS DIG WEB TMS	199.00
06/15/2022	69076	OAKLAND COUNTY	SEWAGE TREATMENT MAY 2022	243,570.51
06/15/2022	69077	OAKLAND COUNTY	TAX COLLECTION FOR TAX YEAR 2021	23,583.66
06/15/2022	69078	PASTPERFECT SOFTWARE, INC.	DIGITAL IMAGING / MULTIMEDIA	322.00
06/15/2022	69079	PITNEY BOWES GLOBAL FINANCIAL SERV.	DPW FOLDER 3/30/22 - 6/29/22	924.72
06/15/2022	69080	PITNEY BOWES INC.	APRIL 2022 WATER POSTAGE FEE & PSX SORT	156.87
06/15/2022	69081	PROTEC	MEMBERSHIP FOR MATT BAUMGARTEN	1,899.25
06/15/2022	69082	QUADRATE CONSTRUCTION, LLC	PAY APP #2 DPW RENOVATION PROJECT	233,804.13
06/15/2022	69083	QUANTUM SERVICES GROUP, LLC	SERVER BACKUP SYSTEM	400.00
			SERVER/FIREWALL MONITORING	536.00
			SERVER/FIREWALL MONITORING	536.00
			SERVER BACKUP	400.00
				1,872.00
06/15/2022	69084	RAL LAWN & SHRUB CARE	DPW- WEED CONTROL JUNE 2022	68.00
			WEED CONTROL 6/1/22 COOLIDGE MEDIAN	235.00
			LAWN FERTILIZATION	65.00
				368.00
06/15/2022	69085	RKA PETROLEUM COS, INC	#2 ULTRA LOW SULFUR DIESEL	2,614.20
			FUEL GAUGE	140.00
				2,754.20
06/15/2022	69086	ROBERT RAPPOLD	RE-ISSUE CHECK #68609	50.00
06/15/2022	69087	ROCHESTER MIDLAND	SANOR SERVICE FOR CITY HALL	71.46
06/15/2022	69088	ROGUE	EQUIP. - FITNESS CENTER	2,683.98
			EQUIP. - FITNESS CENTER	2,040.69
			FITNESS CENTER EQUIPMENT	1,903.87
			EQUIP. - FITNESS CENTER	1,495.00
			FITNESS CNTR EQUIP.	1,160.00
			EQUIP. - FITNESS CNTR	2,123.48
				11,407.02
06/15/2022	69089	ROSE PEST SOLUTIONS	BUILDING MAINTENANCE	190.00
06/15/2022	69090	S/E OAK. CTY WATER AUTHORITY	MAY 2022 BULK WATER	77,437.52
06/15/2022	69091	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE, PICKUPS FOR MAY 2022	51,044.00
06/15/2022	69092	SABISTON BUILDERS SUPPLY	CONCRETE MIX - APPLY CM 183216	326.90
06/15/2022	69093	SEHI COMPUTER PRODUCTS	SERVER WARRANTY EXTENSION	968.00
06/15/2022	69094	SHANA M. PREUETT	COMPLETED MURAL	4,000.00
06/15/2022	69095	SHIFMAN FOURNIER	LABOR ATTORNEY MAY 2022	1,319.50

06/15/2022	69096	STAPLES	DPW OFFICE SUPPLIES	191.17
			OFFICE SUPPLIES	54.77
			HP TONER	132.58
			OFFICE SUPPLIES	1,124.90
				1,503.42
06/15/2022	69097	STATE OF MICH-DEPT OF TREASURY	MAY 2022 MI TAX WITHHOLDING FOR ACTIVES	20,872.34
06/15/2022	69098	STATE OF MICH-DEPT OF TREASURY	MAY 2022 MI TAX WITHHOLDING FOR RETIREES	3,289.70
06/15/2022	69099	STEPHANIE S. RILEY	CAMP CONTRACTUAL	1,710.00
06/15/2022	69100	STREET DUTY	HOLSTER & ITEMS FOR NEW HIRES	1,185.00
			SWAT EQUIP. - PAPKE	1,600.00
			SWAT UNIFORMS & EQUIP. - PAPKE	995.00
				3,780.00
06/15/2022	69101	THE LIBRARY NETWORK	BOOKS & AV MATERIALS	4,009.21
06/15/2022	69102	THE ORIGINAL PRINT SHOPPE	PRINTING OF MARKETING MATERIALS	110.00
			PROMOTIONAL MAP FLYERS	72.00
			PROMOTIONAL FLYERS	50.00
				232.00
06/15/2022	69103	THE PRINT STOP, INC	CORMIER BUSINESS CARDS	65.00
			PARKING PERMITS	215.00
			250 HOME/BUSINESS CHECK DOOR HANGERS	125.00
				405.00
06/15/2022	69104	THE RAPID GROUP, LLC	SHREDDING	30.00
06/15/2022	69105	TIRE WHOLESALERS COMPANY INC	CHIPPER PARTS #14 TIRE	330.24
06/15/2022	69106	TRANSUNION RISK AND ALTERNATIVE	TLOXP INVEST. SERV. - MAY	110.00
06/15/2022	69107	TREDROC TIRE SERVICES LLC	DPW #9 TIRES	634.52
06/15/2022	69108	UNIQUE MANAGEMENT SERVICES, INC.	COLLECTION AGENCY CHARGE	8.95
06/15/2022	69109	UNITED FACILITY SUPPLIES	WYPALLS DPW SUPPLIES	369.48
			WYPALLS - GARAGE	94.00
			MAINTENANCE SUPPLIES	87.72
			JANITORIAL SUPPLIES - CITY HALL	119.00
				670.20
06/15/2022	69110	UNITED RENTALS	2 CONTAINERS 6/7/22 - 7/5/22	250.00
06/15/2022	69111	VERIZON WIRELESS	IPAD SERVICE FOR 04/02/22 - 05/01/22	266.07
			IPAD SERVICE FOR 05/02/22 - 06/01/22	266.07
				532.14
06/15/2022	69112	VICTORIA MITCHELL	REIMBURSEMENT FOR DOUGHNUTS FOR ELECTION	24.42
06/15/2022	69113	WEX BANK	GAS - DPW	638.88
06/15/2022	69114	WINDER POLICE EQUIPMENT	#412 WRAP	902.20
06/15/2022	69115	WINDSTREAM	PHONE SERVICE	593.85
06/15/2022	69116	WOW! BUSINESS	OXFORD PARK-ACCT NO 019716675	382.99
			CITY FIBER-ACCT NO 012057808	382.99
				765.98
06/15/2022	69117	XEROX CORPORATION	XEROX USER FEES 4/21 - 5/21/22	103.25
06/23/2022	69118	MISDU	CHILD SUPPORT CASE NO. 913340822 - PR #1	82.99
06/23/2022	69119	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #13	4,906.97
			EMPL. DEDUCT. (ROTH) - PR #13	1,505.11
				6,412.08
06/23/2022	69120	VANTAGEPOINT TRNSFR AGENTS-107930	EE/ER CONTRIB. (401) - PR #13	570.77
06/23/2022	69121	VANTAGEPOINT TRNSFR AGENTS-303792	EMPLOYEE DEDUCT, (ICMA 457) - PR #13	3,027.65
			EMPLOYEE DEDUCT. - LOAN - PR #13	203.30
				3,230.95

06/23/2022	69122	VANTAGEPOINT TRNSFR AGENTS-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #13	205.00
06/28/2022	69123	JUMP-A-RAMA, INC.	CONTRACTUAL SERVICES	1,956.50
06/30/2022	69124	ALL ABOUT PLUMBING	3537 GRIFFITH AVE.	5,000.00
06/30/2022	69125	ALLIANCE MOBILE HEALTH	BLOOD DRAWS	444.00
06/30/2022	69126	ALVAREZ CONCEPTS LLC	1692 LARKMOOR BLVD.	100.00
06/30/2022	69127	AMERICAN STANDARD ROOFING LLC	2667 TYLER AVE.	100.00
06/30/2022	69128	APOLLO FIRE EQUIPMENT	HURST REPAIR	441.25
06/30/2022	69129	AVENTRIC TECHNOLOGIES	AED DEVICES AT CC	130.00
06/30/2022	69130	BERKLEY AREA CHAMBER OF COMMERCE	ART BASH SPONSORSHIP	500.00
06/30/2022	69131	BIG D LOCK CITY	KEYS	7.00
			DPW KEYS BLDG.	10.00
				17.00
06/30/2022	69132	BOEHLER HOME IMPROVEMENT	2464 PHILLIPS AVE.	100.00
06/30/2022	69133	BRIAN ALIMOV	2697 OAKSHIRE AVE.	1,500.00
06/30/2022	69134	CHERRY HOMES INC.	2862 CUMBERLAND RD.	50.00
06/30/2022	69135	CINTAS	BUILDING MAINTENANCE	198.24
06/30/2022	69136	CREGGER PLUMBING	3975 CORNWALL DR.	5,000.00
			4091 CORNWALL DR.	5,000.00
			4077 CORNWALL DR.	5,000.00
				15,000.00
06/30/2022	69137	DAKOTA GENE GRAMER	2070 ELEVEN MILE RD.	200.00
			PERMIT WAS CANCELLED BY PROPERTY OWNER	144.00
				344.00
06/30/2022	69138	DAN ROEMER	3494 CUMMINGS AVE.	500.00
06/30/2022	69139	DURST LUMBER CO	MISC. ITEMS	562.79
06/30/2022	69140	EVA MITCHELL	PRECINCT WORKER	60.00
06/30/2022	69141	FOUNDATION SYSTEMS OF MICHIGAN	2675 KIJLING	30.00
			3060 ELLWOOD AVE.	50.00
				80.00
06/30/2022	69142	FROST & KRETSCH PLBG. INC.	1435 COLUMBIA RD.	500.00
06/30/2022	69143	GABRIEL ROEDER SMITH & COMPANY	ANNUAL VALUATION	14,100.00
06/30/2022	69144	GDI SERVICES INC.	MONTHLY JANITORIAL - CITY HALL	1,666.45
06/30/2022	69145	GREAT LAKES PEST CONTROL CO	MONTHLY PEST CONTROL	60.00
			MONTHLY PEST CONTROL	40.00
			PEST CONTROL - RATS	75.00
				175.00
06/30/2022	69146	HOME INSPECTION PLUS INC.	HOMEOWNER CANCELLED WORK	247.50
06/30/2022	69147	HONORS	NAME BADGES	19.50
06/30/2022	69148	HUBBELL, ROTH & CLARK	DESIGN - DPW OFFICE RENOVATIONS	5,987.25
			DPW OFFICE RENOVATIONS ENGINEERING	5,765.44
				11,752.69
06/30/2022	69149	HUNT SIGN CO LTD	28105 WOODWARD AVE. 28151	50.00
06/30/2022	69150	JAMES SWIFT CONSTRUCTION	2650 GREENFIELD RD.	75.00
06/30/2022	69151	JOSEPH SERMO	BOYS BBALL CAMP	2,817.50
06/30/2022	69152	JSS-MACOMB, LLC	TOT LOT PARK WALKWAY	32,156.39
06/30/2022	69153	JUMP-A-RAMA, INC.	NINJA CAMP	1,780.80
06/30/2022	69154	JVK CONSTRUCTION	3282 KIJLING AVE.	200.00
06/30/2022	69155	L & S HOME IMPROVEMENTS	777 PRINCETON RD.	50.00
06/30/2022	69156	LAURA LUCHTMAN	DOWNTOWN BLOCK PARTY DJ MUSIC	400.00
06/30/2022	69157	LB OFFICE PRODUCTS	50 GOLF UMBRELLAS	702.57
			150 GOLF TOWELS	704.85
				1,407.42
06/30/2022	69158	LEVINE & SONS INC.	4192 CUMMINGS AVE.	5,000.00
06/30/2022	69159	LISA KEMPNER	REIMBURSEMENT FOR DDA EVENT SUPPLIES	320.46
06/30/2022	69160	MEADOWBROOK INSURANCE AGENCY	BLOCK PARTY EVENT INSURANCE	612.50
06/30/2022	69161	MERS OF MICHIGAN	SERVICE CREDIT PURCHASE FOR MICHAEL HUNY	17,269.00
06/30/2022	69162	MICHIGAN DOWNTOWN ASSOCIATION	TRAINING WEBINARS	150.00

06/30/2022	69163	NATALIE SMITH	PRECINCT WORKER	60.00
06/30/2022	69164	NYE UNIFORM	2 SHIRTS, 2 PANTS, 1 JOB SHIRT - CHILDR 2 SHIRTS - ANDERSON 2 SHIRTS, 1 PR BOOTS - BORING	404.50 164.00 402.00
				970.50
06/30/2022	69165	OAKES ROOFING SIDING & WINDOWS INC.	2428 GREENFIELD RD.	75.00
06/30/2022	69166	OLIVER CONSTRUCTION	4140 GRIFFITH AVE.	500.00
06/30/2022	69167	PMS DIVERSIFIED CONSTRUCTION SERV.	3562 ROBINA AVE.	100.00
06/30/2022	69168	POSTMASTER	POSTAGE FOR VOTER ID CARDS (REDISTRIC	1,481.12
06/30/2022	69169	R R NAMAN CONSTRUCTION	4014 GARDNER AVE.	200.00
06/30/2022	69170	RAD HATTER MARKETING	MERCHANDISE AND EVENT SUPPLIES	2,514.38
06/30/2022	69171	RITA M. MOORE	1161 OXFORD RD.	50.00
06/30/2022	69172	SUMNER PLUMBING INC.	2649 BACON AVE.	1,500.00
06/30/2022	69173	SUNSET LAWN SPRINKLER LLC	1665 12 MILE SPRINKLER REPAIR	420.00
06/30/2022	69174	SWIFT SERVICES LLC	1882 OXFORD RD.	75.00
06/30/2022	69175	T-MOBILE	ACCT. NO. 971364489 - HOTSPOTS	180.60
06/30/2022	69176	THE PRINT STOP, INC	EVENTS MATERIALS LAMINATING	63.00
06/30/2022	69177	THE RAPID GROUP, LLC	SHREDDING	30.00
06/30/2022	69178	UNITED FACILITY SUPPLIES	PAPER TOWEL - CITY HALL HAND TOWEL DISPENSER, SOAP, TRASH LINERS	62.04 205.71
				267.75
06/30/2022	69179	UNIVERSAL PLUMBING & SEWER INC.	3117 TWELVE MILE RD.	5,000.00
06/30/2022	69180	VERIZON WIRELESS	FOR SERVICE 05/21/22 - 06/20/22	1,790.33
06/30/2022	69181	VILLAGE OF BEVERLY HILLS	FIRE TRAINING MEALS	275.00
06/30/2022	69182	WINDER POLICE EQUIPMENT	NEW BUILD - 42 NEW BUILD - 40 NEW BUILD - 42 NEW BUILD - 40	2,493.15 2,493.15 2,350.00 2,350.00
				9,686.30
06/30/2022	69183	WOODLAKE CONSTRUCTION LLC	1695 TWELVE MILE RD.	200.00
06/30/2022	69184	WTL INC.	2268 CAMBRIDGE RD.	500.00
06/30/2022	69185	21ST CENTURY MEDIA - MICHIGAN	PUBLIC NOTICES FOR MARIJUANA USES MEMBERSHIPS & DUES	641.04 168.54
				809.58
06/30/2022	69186	AMAZON CAPITAL SERVICES	PAPER CUPS MOUNT BRACKET USB HUB LOGITECH COMBO DIRECTOR OFFICE RENO	52.99 77.53 70.45 27.15 67.90
				296.02
06/30/2022	69187	APPLIED IMAGING	COPIER MAINTENANCE	8.27
06/30/2022	69188	ARMADILLO	BOYS BASKETBALL SUPPLIES CAMP CONTRACTUAL	480.00 384.00
				864.00
06/30/2022	69189	BASIC	ADMINISTRATION FEE FOR JUNE 2022	110.00
06/30/2022	69190	BIG D LOCK CITY	DPW KEYS BLDG. DPW RINGS FOR BLDG. KEYS CAMP PROGRAM SUPPLIES	14.00 6.25 11.80
				32.05
06/30/2022	69191	BRENDA CASTANEDA	CONTRACTUAL SERVICES	322.70
06/30/2022	69192	BRILLANT SYSTEMS, LLC	CAM. SYSTEM LABOR INSTALL	3,121.00
06/30/2022	69193	CARLISLE / WORTMAN	REVIEW ENGINEERING / CONSULTANT REVIEW ENGINEERING / CONSULTANT REVIEW ENGINEERING / CONSULTANT REZONING REVIEW ENGINEERING / CONSULTANT MAY 2022 MEETINGS	562.50 562.50 562.50 875.00 587.50

			MAY 2022 OFFICE HOURS	7,035.00
			MAY 2022 CONSULTATIONS	2,310.00
				12,495.00
06/30/2022	69194	CITY OF BERKLEY-LIB PETTY CASH	PETTY CASH REIMBURSEMENT	61.47
06/30/2022	69195	CMV LANDSCAPE & EQUIPMENT COMPANY	3526 ROBINA CONCRETE RD. REPAIR 2990 12 MILE CONCRETE ROAD REPAIR	1,290.00 6,784.00
				8,074.00
06/30/2022	69196	DANA STEVENS ARBORIST, INC.	ARBORIST EVALUATIONS	200.00
06/30/2022	69197	DEALER AUTO PARTS SALES	#82 P & R VAN	83.38
06/30/2022	69198	DEWOLF AND ASSOCIATES	CTO SCHOOL - BACKLUND / FOREMAN	1,590.00
06/30/2022	69199	DOLLAMUR SPORT SURFACES	FIRE EMS MATS	2,584.99
06/30/2022	69200	FERGUSON WATERWORKS #3386	MACRO COUP SADDLES	874.30 3,154.14
				4,028.44
06/30/2022	69201	FRONT LINE SERVICES, INC.	NEW HIRE GEAR BAGS REPLACEMENT GLOVES FOR DEPT. BOOTS - FIRE - LARSEN GLOVES FOR LARSEN	1,100.45 1,929.00 399.00 126.95
				3,555.40
06/30/2022	69202	GINA HAROLD	MILEAGE REIMBURSEMENT	92.90
06/30/2022	69203	GORDON FOOD SERVICE INC.	CAMP PROGRAM SUPPLIES CAMP PROGRAM SUPPLIES	78.92 74.97
				153.89
06/30/2022	69204	GOVTEMPSUSA LLC	CYNTHIA DAVIS	1,680.00
06/30/2022	69205	GREAT LAKES WATER AUTHORITY	IWC MAY 2022	3,147.06
06/30/2022	69206	GUNNERS METERS & PARTS INC.	CORP WRENCHES / ROUNDING TOOL INSERTS FOR POLY PIPE	323.00 300.00
				623.00
06/30/2022	69207	HENRY FORD @ WORK	PRE-EMPLOYMENT PHYSICAL FOR JACOB ROSS	57.00
06/30/2022	69208	HOME DEPOT CREDIT SERVICES	BIT	58.97
06/30/2022	69209	HUBBELL, ROTH & CLARK	ENGINEERING SIGN INVENT. PHASE 2 - ENDING 5-14-22 - KENMORE & CORNWALL CE SERVICES MAY 2022 MEETING - SITE PLAN PROCESS	5,103.92 2,596.32 2,772.46 436.47
				10,909.17
06/30/2022	69210	J.H. HART URBAN FORESTRY	TREE TRIM & P/U 6/6/22 - 6/10/22 TREE TRIM/STUMP 6/13/22 - 06/18/22	6,355.88 5,358.94
				11,714.82
06/30/2022	69211	JACK DOHENY COMPANIES, INC.	#38 PIPE & COUPLER #53 REPAIR	78.57 5,349.54
				5,428.11
06/30/2022	69212	JEFF TONG	REIMBURSE FOR DETROIT STORE FIXTURE ITEM	429.00
06/30/2022	69213	KONICA MINOLTA BUSINESS SOLUTIONS	CITY HALL COPIER PDF OPTION	411.83 9.10
				420.93
06/30/2022	69214	LB OFFICE PRODUCTS	GO SWAG	1,228.16
06/30/2022	69215	LISA LITTELL	PUBLIC ART - BEE DOOR MURAL	800.00
06/30/2022	69216	MACKELLAR PROMOTIONAL MARKETING	CAMP CONTRACTUAL CAMP CONTRACTUAL	486.00 386.96

				872.96
06/30/2022	69217	MATTHEW RHIND	PARTIAL CAMP REFUND	280.00
06/30/2022	69218	MCKENNA	MAY 2022 INPSECTIONS	31,845.38
06/30/2022	69219	METRO PUMP SERVICE	JUNE 2022 FUEL ISLAND MAINT.	697.90
06/30/2022	69220	MICHIGAN PETROLEUM	DEGREASER - GARAGE - APPLY CM 24641	780.65
06/30/2022	69221	MIDSTATES RECREATION, LLC.	LAND IMPROVEMENTS	28,700.75
			LAND IMPROVEMENTS	40,805.00
				69,505.75
06/30/2022	69222	NELSON BROTHERS SEWER & PLUMBING	BACKFLOW TEST @ 3238 BACON	355.00
			PUBLIC SAFETY BUILDING BACKFLOW TESTING	260.00
			BACKFLOW INSPECTIONS	355.00
				970.00
06/30/2022	69223	NYE UNIFORM	FIRE BAG NAME TAGS & EMBROID ON	116.00
06/30/2022	69224	OAKLAND COMMUNITY COLLEGE/CREST	OCC RENTAL FIRE TRAINING	830.00
06/30/2022	69225	OAKLAND COUNTY PARKS AND RECREATION	SENIOR CONTRACTUAL	50.00
06/30/2022	69226	OAKLAND SCHOOLS	WINTER TAX BILLS & MAILING	2,345.61
06/30/2022	69227	ON DUTY GEAR	BODY ARMOR - KWIZ.	945.00
06/30/2022	69228	P. A. MORRIS COMPANY	MEETING ATTENDANCE/MINUTES FOR 06/08/22	150.00
06/30/2022	69229	PATRICIA F. SMITH	MICHIGAN BEER HISTORY	100.00
06/30/2022	69230	PENINSULAS	FACADE GRANT INCENTIVE PROGRAM	5,000.00
06/30/2022	69231	POOLS & SPAS	MAINTENANCE SUPPLIES	9.53
06/30/2022	69232	PRO-GRAPHICS, INC.	BANNER PRINTING	1,442.90
			BANNER PRINTING	924.52
				2,367.42
06/30/2022	69233	RKA PETROLEUM COS, INC	#2 ULTRA LOW SULFUR DIESEL	2,433.00
06/30/2022	69234	ROAD COMMISSION OF OAKLAND CO	COLD PATCH	2,029.12
06/30/2022	69235	ROGUE	FIRE FITNESS TRAINING EQUIP. - GYM	1,776.91
06/30/2022	69236	S/E OAK.CTY RESOURCE REC. AUTH	TRASH, RECYCLE & PICKUPS - JUNE 2022 MID	44,740.00
			MAY 2022 CITY PICK-UPS & SPECIALS	1,053.22
				45,793.22
06/30/2022	69237	SKYHAWKS SPORTS ACADEMY, INC.	CONTRACTUAL SERVICES	598.50
06/30/2022	69238	SWEETWATER SPRINKLERS	1610 LARKMOOR SPRINKLER REPAIR	122.86
06/30/2022	69239	SYSTEMP CORPORATION	EQUIPMENT MAINTENANCE	450.00
			HVAC QUARTERLY MAINTENANCE	350.00
			EMERG. AC REPAIRS	750.00
			DRAIN PAN SEALING	1,125.00
				2,675.00
06/30/2022	69240	TRINITY TRANSPORTATION	CAMP CONTRACTUAL	656.25
06/30/2022	69241	TRUCK & TRAILER SPECIALTIES, INC.	LIGHTS GARAGE - PARTS	1,186.00
06/30/2022	69242	VANCE OUTDOORS, INC.	AMMO	1,968.00
06/30/2022	69243	WINDER POLICE EQUIPMENT	40 - EMERG LIGHTING	2,331.90
			NEW 42 EMERG. LIGHT.	2,489.20
			NEW 40 EMERG. LIGHT.	2,489.20
			NEW 42 EMERG. LIGHTING	2,305.50
			NEW 40 EMERG. LIGHTING	2,305.50
			NEW 42 EMERG SIREN / LIGHTS	2,466.10
			NEW 40 EMERG SIREN/LIGHTS	2,466.10
			NEW 42 WINDOW TINT	200.00
			NEW BUILD #40	868.00
			TINT FOR NEW #40	200.00
			NEW BUILD #42	868.00
				18,989.50

Total of 256 Checks:	1,444,996.31
Less 0 Void Checks:	0.00
Total of 256 Disbursements:	1,444,996.31

CITY OF BERKLEY
ACH TRANSFERS

VENDOR

6/2/2022 INTERNAL REVENUE SERVICE	\$	15,805.47
6/10/2022 A D N	\$	25,000.00
6/14/2022 PSO UNION DUES	\$	680.00
6/14/2022 PS COMMAND UNION DUES	\$	400.00
6/14/2022 DPW UNION DUES	\$	330.00
6/14/2022 INTERNAL REVENUE SERVICE	\$	45,086.32
6/22/2022 MERS	\$	92,669.70
6/24/2022 INTERNAL REVENUE SERVICE	\$	47,296.87
6/24/2022 PSO UNION DUES	\$	680.00
6/24/2022 PS COMMAND UNION DUES	\$	400.00
6/30/2022 THE HARTFORD	\$	4,432.75
6/30/2022 ALERUS	\$	14,896.52
6/30/2022 CONSUMERS ENERGY	\$	4,718.99
6/30/2022 DTE ENERGY	\$	22,284.30
	\$	<u>274,680.92</u>

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

Daniel J. Terbrack, Mayor

Victoria Mitchell, City Clerk

AN ORDINANCE

**of the City Council of the City of Berkley, Michigan
to Amend Articles II and III, of Chapter 130, Vegetation,
of the City of Berkley Code of Ordinances
to Modify Trees, Bushes and Shrubs, and Noxious Weeds
and to add Article IV, Invasive Species**

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Articles II and III, of Chapter 130 of the Berkley Code of Ordinances, shall be amended as follows:

ARTICLE II. – TREES, BUSHES AND SHRUBS

Sec. 130-31. Purpose of article.

The purpose of this article is to promote the general welfare, health and safety of the public by protecting and preserving city water and sewer lines, public streets and sidewalks, the delivery of necessary heat and light to city residents and by controlling certain diseases and destructive pests through the regulation of the planting, maintenance and removal of all trees within the city.

Berkley's urban forest profoundly affects the community's distinctive character and enhances its visual appeal. The trees are a vital part of that appeal and an important asset to the natural ecosystem. Furthermore, the city finds that continued development and alteration of the land without specific regulations to protect trees results in unnecessary encroachment upon, damage to, or elimination of trees that are important physical, aesthetic, recreational, and economic assets to the community as a whole. The city is charged with protecting the health, safety and welfare of its current and future residents and the urban forest is an integral part. This article will establish standards for appropriate selection, location and maintenance of those trees.

The protection of such natural resources is a matter of paramount public concern, as provided by Article IV, Section 52 of the Constitution of 1963, and the Natural Resources and Environmental Protection Act of 1994, Act No. 451 of the Public Acts of Michigan of 1994 (MCL 324.101 et seq. as amended).

Specifically, the city finds that:

- (a) Trees protect health through the absorption of air pollutants and contaminants, the reduction of excessive noise and the production of oxygen;
- (b) Trees contribute to the stabilization of the land and prevention of flooding and erosion;
- (c) Deciduous trees reduce energy consumption by shading and cooling the land in the summer and allowing sun to penetrate the land during the winter;
- (d) Trees provide habitat for birds and animals, an essential part of the natural ecosystem;

- (e) Trees provide economic support of local property values;
- (f) Large trees, in particular,
 - (1) Produce more oxygen than smaller trees,
 - (2) Occur with less frequency than smaller trees,
 - (3) Are more valuable than smaller trees,
 - (4) Offer the community more intangible benefits, such as providing a living link between generations, and
 - (5) Are, for all intents and purposes, irreplaceable.

Sec. 130-32. Definitions.

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

Boulevard: A street or road with a landscaped center island running the length of the street or road.

Bond: Cash, certified check or surety bond.

Contractor: Any person, proprietorship, partnership or corporation engaged in the business of planting, removing, cutting, trimming, pruning, spraying or otherwise treating trees.

Diameter breast height (d.b.h.): The diameter in inches of a tree measured at four and one-half feet above the existing grade.

Drip line: An imaginary vertical line that extends downward from the outermost tips of the tree branches to the ground.

Greenbelt: All land located between the public sidewalk and the curb of any public street or roadway.

Material: Includes soil, sand, gravel, clay, peat, mud, debris and refuse, or any other material organic or inorganic.

Park: Any park, tot lot or area owned by the city to which the public has free access for any use thereon permitted by law.

Private tree: Any tree now existing or which may exist on private property.

~~*Prohibited species:* Any species of a tree which is listed on the schedule of prohibited tree species on file in the office of the city manager or designee.~~

Protective barrier: A physical structure limiting access to a protected area, composed of wood or other suitable material which ensures compliance with the intent of this article. Variations of these methods may be permitted upon written request if they satisfy the intent of this article.

Public tree: Any tree now existing or which may exist on any public land or within the public right-of-way.

Public utility: Any utility company owning or operating a pole, line, pipe, wire, cable or conduit used for the transmission of electricity, gas, telecommunications, signals, pictures, data, water, sewage or cable television service.

Root protection zone: A tree drip line that the city manager or designee may expand or contract depending on the species of the trees and based on site-specific conditions, so as to improve the chances that the tree will not be damaged during construction and to permit construction to take place.

Topping: The severe cutting back of limbs to stubs larger than three inches within the tree's crown to the extent that the natural canopy is removed and the tree is disfigured.

Transplant: The digging up by a property owner of a tree from one place on a property and the planting of the same tree in another place on the same property.

Tree: A woody plant with erect perennial trunk, which at maturity is 13 feet or more in height and which has a more or less definite crown of foliage.

Tree fund: A fund established and managed by the city for tree planting, maintenance, and replacement.

Tree location survey and protection plan: A written plan having text and graphic illustrations and the methods to be used to preserve all trees during development.

Sec. 130-33. Authority of city manager or designee.

(a) The city manager or designee shall have the power and control over all trees now existing or which may be planted within the boundaries of the city. The city manager or designee shall be authorized to interpret and enforce the provisions of these articles.

~~(b) The city manager or designee shall prepare, maintain and update a schedule of:~~

~~(1) Prohibited species of public trees;~~

~~(2) Prohibited species of private trees; and~~

~~(3) Official public trees.~~

~~(c) All three of these schedules shall be made available to the public.~~

~~(d)~~(b) Preserve or remove. The city manager or designee shall have the authority to plant, trim, spray, preserve and remove trees and other plants and grassy areas in public places to insure safety, public utility access or to preserve the symmetry and beauty of such public spaces.

~~(e)~~(c) Order to preserve or remove. The city manager or designee shall have the authority to order the trimming, preservation or removal of trees or plants on private property when they shall

find such action necessary for public safety or to prevent the spread of disease or pests to public trees and places.

Sec. 130-34. Administration of article.

- (a) *Administration.* The city manager or designee shall have the power to administer this article by adhering to the recommended practices of the United States and state departments of agriculture, all federal and state forestry and environmental regulations and the practices of tree preservation which are generally accepted by qualified persons in the field of forestry and tree management. The city manager or designee shall also have the power to promulgate and delegate the rules and regulations consistent with the recommended practices of these agencies. All rules and regulations adopted by the city manager or designee in the administration of this article shall be placed in writing, retained by the city manager or designee and be made immediately available for review by any member of the public who requests them or who may be affected by the provisions of this article. Any person requesting copies of these rules or regulations may be required to pay a fee for their copying providing that such fee is identical to the fee charged by the city for the copying of any other matter of public record.
- (b) *Exceptions.* The city manager or designee may grant an exception from the requirements of this chapter when undue hardship will result from strict compliance. In granting an exception, the city may attach whatever conditions they deem necessary to further tree protection. Those seeking an exception shall apply for an exception as prescribed by the city manager or designee, pay fees established in the schedule of fees, charges, bonds and insurance, and provide such additional information as may be required by the city manager or designee.

Sec. 130-35. Enforcement of article.

Violation of any portion of this article by any person shall be deemed a municipal civil infraction. Also, each violation of this article shall constitute a nuisance for which the city may seek abatement under any provision allowed by law.

Sec. 130-36. Tree board.

- (a) *Established; terms; membership; compensation.* A tree board is hereby created. It shall consist of nine members appointed from the citizenry of the city, one of whom may be a member of the city council. The term of each member shall be three years, except for when a city councilmember is appointed who will serve for a one-year term. The director of the department of public works shall be an ex-officio member of the tree board. If a candidate is available, the council shall also appoint for a one-year term, beginning each October, one high school student who is a resident of the city and who shall serve as an advisory member of the tree board, but who shall have no voting powers. Members shall receive no compensation.
- (b) *Qualifications of members.* Members of the tree board must demonstrate a genuine interest in and a reasonable amount of knowledge of tree management and preservation.
- (c) *Tree management/preservation program.* The tree board shall assist the city manager in developing a comprehensive tree management and preservation program for the city. It shall

serve as a clearing house for information on trees. It shall present to the city council an annual report on its activities.

- (d) *Officers; rules/regulations; journal; meetings.* The tree board shall choose its own officers and make its own rules and regulations concerning its meetings. Its meeting shall be open to the public. It shall keep minutes of its meetings and properly file them with the city manager. The city shall provide reasonable assistance to the tree board to enable it to function properly.
- (e) *Requests.* The tree board shall consider, investigate and report on any matter within the scope of its responsibilities when requested to do so by the city council or the city manager.

Sec. 130-37. Site plans.

- (a) When the development of any property requiring site plan approval occurs, the city planning commission shall review landscaping plans and may require trees to be planted on or near the site consistent with the elements of the adopted city master plan.
- (b) When the development of any property requires, under city ordinance, a site plan review and approval or demolition permit, a tree location survey and protection plan containing the information in section 130-44 hereof must be submitted to and approved by the city manager or his designee (where site plan review is by the planning commission, the tree location survey and protection plan must be submitted to and approved by the planning commission).

Sec. 130-38. Contractors.

- (a) *Bond and insurance required.* No contractor shall engage in the business of removing or trimming any public tree in the city except upon presentation of a bond and necessary insurance certificates in such form as to protect the city and any person in the city from damage to person or property resulting from the contractor's negligence.
- (b) *Conditions.* Any person or entity who trims or removes any public or private tree must remove from this city all tree trunks, limbs, branches and debris of any kind resulting from the trimming or removing of each tree within a timely manner of the actual cutting of the tree and that no tree trunks, limbs, branches or debris of any kind shall block, cover or impede any public sidewalk or street after the end of work on any day.

~~Sec. 130-39. Prohibited trees.~~

- ~~(a) *Prohibited species; private.* No private tree on the schedule of prohibited species of private trees shall be planted by any person on any land in the city.~~
- ~~(b) *Prohibited species; public.* No public tree on the list of prohibited species of public trees shall be planted by any person on any public land in the city.~~

Sec. 130-40. Tree planting.

- ~~(a) *Schedule of official public trees.* The city manager or designee shall promulgate a schedule of official public trees, and only trees on that schedule may be planted as a public tree within~~

~~the city unless the written authorization of the city manager or designee is obtained prior to the planting.~~

~~(a)~~ *Payment.* Public trees planted on a greenbelt shall be planted at the city's expense if the planting is required by the city, unless the requirement is due to the tree replacement requirements of Sec 130-42 (a) or Sec 130-44 (b) (7); or are required as part of a site plan review, a planned unit development, a conditional rezoning, a Zoning Board of Appeals ruling, a court ruling, or any similar legally required conditions or rulings. If a property owner requests the planting of a public tree on a greenbelt, ~~that owner shall bear~~ the city may, at its discretion, charge the owner the cost of such a planting.

~~(b)~~ *Restrictions.* The city manager or designee shall approve the species and location of any public tree planting. When approving a tree species, the following must be considered:

(1) The mature size of the tree in relationship to the size of the planting space and proximity to above ground obstructions;

(2) The nature of the tree's root system and its compatibility with obstructions or infrastructure at or below grade;

(3) That the mature tree will not generate noxious odors or undue amounts of leaves, nuts, seeds, flowers, or similar debris in such quantity to become a nuisance; and

(4) That the tree species is resilient to the weather and climate conditions of the city and to known diseases and pests.

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Sec. 130-41. Tree maintenance and protection.

(a) *Injuring; mutilating.* No person shall break, injure, mutilate, kill, destroy, set fire to or permit a fire to be set to any public tree or shrub. No person shall knowingly cause or permit to be caused the seepage, drainage, injection or emptying of any chemicals or other materials harmful or injurious to a tree. Normal treatment of lawns with weed killer and lawn fertilizer shall be exempt from this section unless the weed killer or lawn fertilizer used is contained on a list of prohibited chemicals published by any agency of the governments of the United States or the state.

(b) *Hanging material on.* No person shall use any public tree as an anchor. No person shall fasten or hang any material of any kind to any public tree. No person shall attach any electrical wire or insulation to any public tree. This subsection does not apply to residential holiday decorations or when special permission is given a residential owner by the city manager or designee. Such information as species, size, location and condition shall be used in judging individual requests.

(c) *Permits.* The city manager or designee shall cause the issuance of annual permits for public utilities to trim and remove trees within the city in such a manner as to keep the overhead lines of a public utility safe and accessible. These permits shall require reasonable prior notice to the city before any work is commenced thereunder except if the trimming or removal of a tree occurs under an emergency. The term "emergency" in this subsection means any event or occurrence which could not have been reasonably foreseen by the public utility in the

reasonable exercise of care and foresight and which may cause damage to the overhead lines of the public utility.

- (d) *Replacement.* When the city removes a public tree, when possible, the tree will be replaced by the city on public land.
- (e) *Utilities.* Public utilities have the responsibility to maintain their overhead or underground pipes, conduit mains or lines in such a manner as to prevent any leakage therefrom. In the event of such a leakage, the public utility charged with maintaining the line as to prevent leakage shall be charged the cost of removal and replacement of any public or private trees which occur in order to repair the leak.
- (f) *Topping.* The topping of any public tree is prohibited without written authorization of the city manager or designee.
- (g) *Excavation.* No excavation or driveway may be placed within six feet of any public tree. These requirements shall be given to any person who applies for a permit to make such an excavation or build such a driveway.
- (h) *Impeding passage of water and nutrients.* No person shall place in any street right-of-way or any greenbelt any sand, stone, concrete, brick or material of any other kind which will in any way impede the full and free passage of air, water or fertilizer to the roots of any public tree.
- (i) *Unlawful interference.* No one shall interfere with persons acting under the direction of the city manager or designee who are engaged in planting, mulching, maintaining, pruning, or removing any public tree, shrub or planting in any street or public place in the city.
- (j) *Maintenance by owners.* All property owners shall maintain or treat such trees located upon their property so that the trees do not become a danger to the public or to adjacent property and so that the trees do not harbor dangerous or communicable pest infestations or tree diseases.
 - (1) Any privately-owned tree, shrub or plant overhanging a sidewalk of the city shall be trimmed so that there shall be a clear space of 12 feet above the surface of such sidewalk;
 - (2) No privately-owned tree, shrub or plant shall be allowed to encroach upon, under or over any sidewalk in a manner to interfere with the free passage of persons using such sidewalk;
 - (3) When the city manager or designee discovers that any privately-owned tree, shrub or plant is in violation of this section, they shall forthwith serve written notice upon the owner, their agent or the occupant of the subject private property. The notice shall describe the tree, shrub or plant, its location, the nature of the violation, and order the owner, agent, or occupant to trim, prune or remove the tree, shrub or plant. Any such notice shall be complied within 30 days after service of notice on the owner, agent or occupant of the subject private property, or within such additional time as the notice specifies; and,

- (4) All privately owned dead, diseased or dangerous trees, or broken or decayed limbs that constitute a menace to the safety of the public shall be removed.
- (k) *Greenbelt.* On residential streets, the abutting owner or occupants shall maintain the greenbelt between the sidewalk and the street therein in conformity with this chapter. No person shall willfully injure or destroy any grass, flower or tree upon any such planting strip or throw papers, refuse, or any other thing thereon. No person shall drive an automobile, bicycle or any other vehicle upon or over any such planting strip.

Sec. 130-42. Tree removal.

- (a) *Authorization.* No person may remove or cut down a public tree without written authorization from the city manager or designee. Any person who violates this subsection shall be required, in addition to any other penalties imposed by this article or any other law, to replace all public trees so removed or cut down at the violator's expense.
- (b) *City rights.* The city shall have the right to cause the removal of any private tree or any part thereof which meets the definition of the nuisance as set forth in section 78-1. In order to cause the removal of any such private tree, the city shall follow and fully comply with the procedures for abating such a nuisance as set forth in chapter 78.
- (c) *Hazardous, infectious and nuisance conditions.* It shall be unlawful for the person owning or occupying property to possess or keep on said property trees, plants, vines or parts thereof in a dead or dying condition that may be considered a hazardous condition or serve as breeding places for infectious diseases or pests that can become destructive within the city.

Sec. 130-43. Management of extreme infectious tree diseases or destructive tree pests.

For trees listed on the city's tree schedule for management of extreme infectious diseases or destructive tree pests:

- (a) A person, firm or entity shall only prune or trim trees being managed for infectious disease when the tree is dormant, regardless of location. Exceptions include pruning from storm damage, construction, utility work or accidents;
- (b) When a tree is not dormant the property owner, developer and/or contractor shall repair or cause to be repaired any injured trees being managed for infectious diseases;
- (c) Property owners, developers and/or contractors shall, to the extent known to them, report to the department of public works any trees that exhibit symptoms of infectious disease or pest infestation and/or show signs of decline or death;
- (d) Private property owners, developers or contractors shall perform or cause to be performed upon trees confirmed to have an infectious disease or pest infestation one or several of the following practices:
 - (1) Trees not infected, but potentially root-grafted to a tree that was killed or diseased, should be treated by injection of an approved fungicide by a company licensed within the state and registered with the city;

- (2) In lieu of or in addition to fungicide injections for disease management, infected trees may be treated by trenching, and if this options is elected, "MISS DIG" protocol must be followed;
- (3) Dead trees that have an infectious disease shall be removed and properly disposed of; and,
- (4) Stumps left by removal trees that had infectious disease shall be promptly removed.
- (e) Responsibility for infectious trees in this section will reside with the property owner(s). In right-of-way situations, the responsibility will reside with the road commission for the county or the city. In utility easements, the relevant utility company shall perform all pruning or trimming when the trees are dormant.
- (f) Trees of all species and varieties determined by the city manager or his designee to be hazardous, infectious or infested by pests, are hereby declared to be a public nuisance, and shall be removed within 30 days following notification to the property owner of the discovery of such infection. Any person given notice of the existence of such a tree may, within five days, appeal to the city manager or designee.
- (g) The city manager or designee shall have the authority to enter upon private premises, as permitted by state and federal law, for the purpose of examining any trees, shrubs, plants, or vines for the presence of destructive pest infestations or plant diseases. No damages shall be awarded for the destruction of any tree, shrub, or plant or fruit or injury to the same, if done by the city manager or designee in accordance with this chapter.

Sec. 130-44. Construction provisions.

- (a) *Tree location survey.* Prior to development or construction that requires site plan review by the city or a demolition permit, a tree location survey and protection plan shall be submitted to the city for review and approval. All tree location survey and tree protection plans shall apply to public trees in the adjacent greenbelt and to all privately-owned trees that encroach onto a construction site. The plans shall meet the following requirements:
 - (1) Indicate the location of all trees located on property and within 25 feet of abutting property lines including the entire greenbelt. Identify the species, size and drip line area;
 - (2) Indicate the location of privately owned trees on adjacent property within 25 feet of the property line;
 - (3) Clearly denote trees proposed to be planted, removed or relocated with a unique symbol in the tree survey and protection plan. Any relocated tree shall identify the new location. Required symbols for denoting trees are:



- (4) If the tree(s) to be removed is not located within the proposed building footprint or within ten feet thereof, the reason for removal must be stated and approved by the city manager or designee.
 - (5) Tree removal must be shown as necessary for the location of a building, structure, or site improvement and no reasonable or prudent alternative location exists.
 - (6) Tree location survey and protection plans are to be approved by the city manager or designee.
- (b) *Tree protection plan: city and privately-owned trees.* The current tree protection standards established by the International Society of Arboriculture shall be used as a guideline. The tree protection plan shall identify at a minimum:
- (1) An indication of the size and type of fencing to be used during construction for any public trees;
 - (2) Clearly describe how all remaining trees are to be protected during demolition and construction. Privately owned trees are limited to those that encroach within the open space of the construction site as required by the current set back regulations of the city, unless the developer or owner has been granted a variance by the board of zoning appeals. No protection is required for portions whose limbs or roots exceed the open space of the adjacent property where construction activities are proposed;
 - (3) Clearly describe how public trees are to be relocated on a permanent basis, including the proposed use of tree wells, protective barriers, tunneling or retaining walls;
 - (4) Clearly describe how the mitigation of removed trees would be accomplished, including the proposed location and care of replacement trees; and,
 - (5) Indicate how privately-owned trees on adjacent property within 25 feet of the property line will be protected during demolition and construction. Protection afforded privately owned trees is for the construction period only. All disputes regarding privately owned trees between property owners after the certificate of occupancy is issued shall be a civil matter between those private property owners and not subject to the regulations of this article.
 - (6) Where tree relocation or replacement is not feasible on the property where the activity is to be conducted, the permit grantee shall pay into the city tree fund monies for tree replacement and a per tree amount representing the current market value for the tree replacement that would otherwise be required.
 - (7) These trees which cannot be reasonably expected to survive shall be approved for removal. The trees removed pursuant to this section shall be considered in the calculation replacement trees as follows. Whenever an approved tree survey and protection plan use allows the removal of trees eight-inch d.b.h. or greater, such trees shall be relocated or replaced by the permit grantee. All replacement trees shall be minimum two inches caliper or greater. Tree replacement shall be at the following ratio:

Removed Tree d.b.h. (in inches)	Ratio Replacement for Removed Trees
8 < 11	1
>11 < 20	2
> 20 < 29	3
> 30	4

- (8) All replacement trees shall satisfy American Nursery and Landscape Association standards, and be:
- a. Nursery grown;
 - b. State department of agriculture inspected;
 - c. Tree spade transplanted while in the dormant state or, if not in the dormant state, having been balled and burlapped with a solid well-laced root ball when in the dormant state;
 - d. No. 1 grade, with a straight unscarred trunk and a well-developed uniform crown (park grade trees are unacceptable);
 - e. Staked, watered and mulched in accordance with standard planting practices and approved by the city manager or designee.
 - f. Guaranteed for one year, including labor to remove and dispose of dead material;
 - g. Planted in accordance with the city tree planting detail and approved through inspection by the city.
 - h. Trees must come from the approved list of city trees.
- (c) *Greenbelt requirement.* All new build properties that do not have an existing tree on the greenbelt, shall plant an approved tree or pay into the tree fund to have one planted during the city fall tree planting.
- (d) *Tree protection measures.*
- (1) Prior to development activities adjacent to publicly owned trees, the developer or contractor shall erect protective barriers as approved by the city manager or designee for the protection of those public trees. Protective barriers shall remain until all site activities have been completed. Protective barriers may not be relocated or removed without prior approval of the city manager or designee. Protective barriers shall be freestanding and in no way adhered to or attached to the city-owned tree. Protective barriers shall be visible and strong enough to withstand pressure from anything piled against it.
 - (2) The following activities are prohibited in regard to activity within the root protection zone of public trees; changing grade, stripping topsoil, dumping or placing of solvents, building materials, construction equipment or soil deposits. Additional pruning of any

portions of public trees required for clearance during construction must be performed by a certified arborist and requires prior approval from the city manager or designee.

- (3) If a city-owned tree is damaged during construction, it shall be reported immediately by the developer or property owner and evaluated by the city manager or designee for recommended treatments to be applied. Any roots damaged during grading or development shall be exposed to sound tissue and cut cleanly with a saw. If temporary haul or access roads are required over root areas of public trees, a roadbed of six inches of mulch shall be created to protect the roots. Maintenance of the six-inch depth is required during the time needed for such use.
- (4) When protective barriers may be ineffectual in protecting roots in the root protection zone, the developer or contractor shall provide temporary buffers to prevent root damage as approved by the city manager or designee. The developer or contractor shall maintain a 4—6" thickness for coverage by material for protecting roots until final grading has been completed.
- (5) Building material or other debris must be at least six feet from public trees and must not be placed in public right-of-way.

Secs. 130-45—130-75. Reserved.

ARTICLE III. NOXIOUS WEEDS¹

Sec. 130-76. Exemptions.

Exempted from the provisions of this article are flower gardens, plots of shrubbery, vegetable gardens and small grain plots, except that under no circumstances are invasive species as defined in Section 130-90 allowed. An exemption under the terms of this section cannot be claimed unless the land has been cultivated and cared for in a manner appropriate to such exempt categories.

Sec. 130-77. Cutting required.

No person occupying any premises and no person owning any unoccupied premises shall permit or maintain on any such premises any growth of weeds, grass or other rank vegetation to a greater height than eight inches, or any accumulation of dead weeds, grass or brush. No such occupant or owner shall cause, suffer or allow poison ivy, ragweed, poisonous plants, or plants detrimental to health, to grow on any premises in such manner that any part of such ivy, ragweed, poisonous or harmful weed shall extend upon, overhang or border any public place, or allow seed, pollen or other poisonous particles or emanations therefrom to be carried through the air into any public place.

Sec. 130-78. Duty of occupant or owner.

It shall be the duty of the occupant of every premises and the owner of unoccupied premises within the city to cut and remove or destroy by lawful means, all such weeds, grass or rank,

¹ Cross reference(s)—Nuisances, ch. 78; noxious weeds at intersections, § 106-110.

State law reference(s)—Depositing of noxious weeds on highways prohibited, MCL 247.51.

poisonous or harmful vegetation, except compost, which shall be maintained by proper composting procedures, as often as may be necessary to comply with the provisions of section 130-77; provided, however, that the cutting, removing or destroying of such weeds, grass and vegetation between April 15 and November 15 of each year, shall be deemed to be in compliance with the requirements of this article. **Sec. 130-79. Abatement by city.**

Notice of violation of sections 130-77 or 130-78 shall be given by delivering the notice personally to the owner of the property, by leaving notification at his residence, office or place of business or by mailing notice to such owner at his last known address; or in the alternative, if the owner is unknown, by posting the notice in a conspicuous place on the premises for five days. One notification for failure to comply with the provisions of either sections 130-77 and 130-78 shall be given for the growing season between April 15 and November 16 of each year.

Upon notification, the occupant or owner of unoccupied premises shall cause the weeds, grass and other vegetation to be removed or destroyed within five days and continue to maintain such vegetation at a height of no greater than eight inches. Failure to cure a violation of section 130-77 or 130-78 in a timely manner will cause the city to abate the violation(s). The actual cost of such cutting, removal or destruction, plus 20 percent for inspection, enforcement and administrative costs in connection therewith, shall be collected as a special assessment against the property as provided in Chapter ~~86~~102.

Sec. 130-80. Violations.

A person who violates any section of this article shall be responsible for a municipal civil infraction.

SECTION 2: Article IV, of Chapter 130 of the Berkley Code of Ordinances, shall be added as follows:

ARTICLE IV. INVASIVE SPECIES

Sec. 130-90. Definitions.

Control: When it is impossible or impractical to remove or destroy an invasive species, control is the use of any lawful technique to eliminate or reduce to the maximum extent possible the potential for the invasive species to be spread.

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Invasive species: Any vegetative species on the Oakland County Cooperative Invasive Species Management Area ("OC CISMA") lists of Priority Species and Early Detection Species.

Sec. 130-91. Purpose.

The purpose of this article is to provide procedures to address invasive species on properties within the City. The spread of invasive species can drive out native plant species, destroy wildlife habitat, and negatively impact property values. Invasive species are not halted by traditional legal boundaries between parcels, and if left unchecked, invasive species infestations can become very large and dense, creating a fire hazard and reducing visual quality for the community. Preventing the spread of invasive species is in the interest of health, safety, and welfare of the residents and property owners in the City.

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Sec. 130-92. Invasive Species Prohibited.

It is the duty of every property owner within the city to remove, destroy, or control by lawful means any invasive species found on their property.

Sec. 130-93. - Abatement by city

(a) Administration: Notice of violation of section 130-92 shall be given by delivering the notice personally to the owner of the property, by leaving notification at their residence, office or place of business or by mailing notice to such owner at his last known address; or in the alternative, if the owner is unknown, by posting the notice in a conspicuous place on the premises for five days.

(b) Contents of Notice: The notice must include, but is not limited to, the following:

- (1) Information regarding the methods of treatment for the specific invasive species as outlined by Oakland County Cooperative Invasive Species Management Area (“OC CISMA”); and
- (2) A deadline for a property owner to remove, destroy or control the invasive species, where the deadline may be different for different types of invasive species due to different optimal times for treatment and control.

(c) Upon notification of a violation of section 130-92, the property owner must remove, destroy, or control the invasive species by the deadline provided in the notice. The city may abate any violation of section 130-92 if the violation is not cured by the deadline provided in the notice. The actual cost of such removal, destruction, or control, plus 20 percent for inspection, enforcement and administrative costs in connection therewith, may be collected as a special assessment against the property as provided in Chapter 102

(d) Exceptions. The city manager or designee may grant an exception from the requirements of this article when undue hardship will result from strict compliance. In granting an exception, the city may attach whatever conditions they deem necessary to further protection from invasive species. Those seeking an exception must apply for an exception as prescribed by the city manager or designee, pay fees established in the schedule of fees, charges, bonds and insurance, and provide such additional information as may be required by the city manager or designee.

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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 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 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 Berkley City Charter.

Introduced on the First Reading at the Regular City Council Meeting on Monday, June 20, 2022.

Passed on the Second Reading at the Regular City Council Meeting on Monday, July 18, 2022.

Daniel J. Terbrack
Mayor

Attest:

Victoria Mitchell, City Clerk

July 18, 2022 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to cast Berkley's official vote for the following to serve as a Trustee on the Board of Trustees for the MML Workers' Compensation Fund and directing the City Clerk to send in the marked ballot:

Lee Kilbourn, Incumbent
Mayor, City of Auburn

Ayes:

Nays:

Motion:

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 25, 2022
Subject: **Fund Trustee Election**

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. One incumbent Trustee has agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of the candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 12th. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Workers' Compensation Fund*; the link to the ballot form is in the yellow banner.

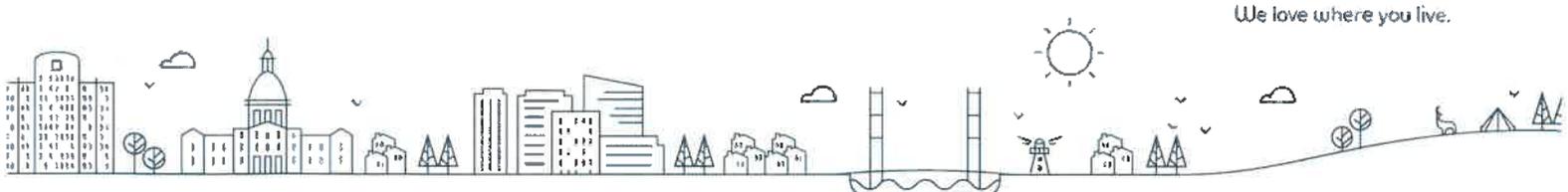
The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,



Michael J. Forster
Fund Administrator
mforster@mml.org

We love where you live.



THE CANDIDATES
Four-year terms beginning October 1, 2022



Lee Kilbourn, Mayor, City of Auburn

Lee Kilbourn has been mayor of Auburn since 2011 and is past president of the Michigan Association of Mayors. He previously served as mayor when elected in 1981. Kilbourn has served on several community organizations and the Auburn-Williams Fire District for 25 years. He is currently a member of the Auburn-Williams Lions Club, the Auburn Downtown Development Authority, and the Auburn-Williams Intergovernmental Committee. Kilbourn graduated from Oral Roberts University with a bachelor's degree in business. He and his wife, Kathy, are second generation owners of their family's 57-year-old furniture business and proud grandparents of two children. Lee is seeking election to his second term.

July 18, 2022 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to appoint the Finance Director, Mark Pollock, as the City of Berkley's representative and the Public Works Director, Shawn Young, as the alternate representative to the Southeastern Oakland County Resource Recovery Authority (SOCRRA) Board of Trustees for the fiscal year beginning July 1, 2022; and instructing the City Clerk to send a copy of this motion to the SOCRRA Board.

Ayes:

Nays:

Motion:

I, Victoria Mitchell, being duly appointed City Clerk of the City of Berkley; hereby certify that this is a true and correct copy of Motion No. M-66-22, which was approved by the Berkley City Council at its regular meeting held on Monday, July 18, 2022.

Victoria Mitchell, City Clerk

July 18, 2022 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to appoint the Berkley Public Works Director, Shawn Young, as the City of Berkley's representative and the Finance Director, Mark Pollock, as the alternate representative to the Southeastern Oakland County Water Authority (SOCWA) Board of Trustees for the fiscal year beginning July 1, 2022; and instructing the City Clerk to send a copy of this motion to the SOCRRA Board.

Ayes:

Nays:

Motion:

I, Victoria Mitchell, being duly appointed City Clerk of the City of Berkley; hereby certify that this is a true and correct copy of Motion No. M-67-22, which was approved by the Berkley City Council at its regular meeting held on Monday, July 18, 2022.

Victoria Mitchell, City Clerk

July 18, 2022 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the 1-Year contract renewal with Oakland County Equalization for assessing and related services and costs for the fiscal year 7/1/2022 through 6/30/2023 and authorizing the Mayor and City Clerk to sign the contract and forward four signed copies to Oakland County Equalization for their signature.

Ayes:

Nays:

Motion:

City of Berkley-Finance Department

Memorandum

To: Matt Baumgarten, City Manager
From: Mark Pollock, Finance Director
Date: July 11, 2022
Subject: Contract Renewal for Oakland County Equalization for Assessing

Attached, please find the proposed assessing services contract between Oakland County and the City of Berkley for all Oakland County Equalization Division assessing services. The proposed contract is for the annual period starting 7/1/2022 and ending 6/30/2023.

The proposed contract increases the real property rate to \$15.00 per parcel and the personal property per parcel rate to \$13.72. The number of personal property parcels has leveled off since small businesses are not required to file a personal property statement if they have less than a certain amount of business assets. The total cost budgeted for the City of Berkley for 2022-2023 is \$116,000 and should be sufficient to cover the slight increase in rates. The annual cost also includes minor expenses incurred as part of their assessing services.

John Staran will review the contract and will note if there are any exceptions and if it is acceptable as to legal form. The Finance Department has also reviewed the contract and the terms are acceptable as presented.

It is recommended that the contract be approved as presented. If you have any questions, please do not hesitate to contact me.

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE SERVICES
WITH THE CITY OF BERKLEY
(Real and Personal Property Services)**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH THE CITY OF BERKLEY (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 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

- A. The Municipality, pursuant to State law, including, but not limited to, the Michigan General Property Tax Act (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.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f)), the County, has no obligation to provide these Services to or for the Municipality.
- C. 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 legally mandated property appraisal and assessment responsibilities.
- D. The Municipality has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Division Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Division Assistance 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 agree as follows:

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", and "Party" and "Parties"), the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or

plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" means 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" means a specific subset of and included as part of the larger group of County Agents as defined above and shall be further defined as 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 all purposes in this Contract, any reference to County Agents shall also include within that term all Equalization Division Personnel, but 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. "Municipality Agent" or "Municipality Agents" means 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 all persons acting by, through, under, or in concert with any of them, except that 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.
- 1.4. "Claim(s)" mean all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liabilities, 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 of any kind whatsoever which are imposed on, incurred by, or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the 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 the performance or participation in this Contract.

- 1.5. "Municipality Taxpayer" means all residents, property owners, persons, or taxable 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.
- 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition 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.

§2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The full and complete scope of all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").

- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. Equalization Division Assistance Services or Services, to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2022 to June 30, 2023 as required by laws of the State of Michigan. The County shall make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
- 2.2. PURPOSE OF COUNTY "SERVICES". The purpose of all Equalization Division Assistance Services or Services to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate 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 the Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.
- 2.3. MANNER COUNTY TO PROVIDE SERVICES. All Equalization Division Assistance Services or Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's Equalization Division Personnel.
 - 2.3.1. Equalization Division Personnel, including those certified as Michigan Master Assessing Officers (MMAO), shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.

- 2.3.2. The County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with job instructions, job descriptions, and job specifications and shall in all circumstances control, supervise, train, or direct all Equalization Division Personnel in the performance of all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for 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.
- 2.3.4. 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 Agent or Equalization Division Personnel 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 or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. 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:
- 2.3.4.1. 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 Equalization Division Personnel and/or pay all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide all such terms and conditions of employment and make all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.
- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement 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 or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's

training standards or proficiency(ies), any level or amount of required supervision, all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.

- 2.3.5. Except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent 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.
- 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, neither the County, nor any County Agent, nor any Equalization Division Personnel, 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.
- 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel 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 County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.

2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". 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 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.

- 2.4.1. The Municipality shall, at all times 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 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.
- 2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to

defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, 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 or any other review body or court.

- §3. TERM OF CONTRACT. The Parties the term of this Contract shall begin on July 1, 2022 and shall end on June 30, 2023, without any further act or notice from either Party being required. All 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.
- §4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO 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 Equalization Division Personnel 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.
- 4.1. The Municipality shall, at all times 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. 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.
 - 4.2. 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.
 - 4.3. The Municipality shall at all times remain responsible for the ultimate completion of all Municipality duties or obligations under 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.
 - 4.4. 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.
- §5. 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 otherwise expressly provided 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.

- 5.1. 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.
- 5.2. 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.

§6. PAYMENT SCHEDULE. The Municipality shall pay to the County the following: For the contract year 2022-2023 the sum of \$15.00 for each real property description and \$13.72 for each personal property description rendered. Payment for the contract year 2022-2023 is payable on or before July 1, 2023.

If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:
 - 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
 - 6.1.2. Dates requiring overtime set by the Municipality Charter.
- 6.2. The Municipality shall be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
- 6.3. 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.
- 6.4. 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.

- 6.5. 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.
 - 6.6. 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 County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any Services or performance obligations under this Contract.
- §7. LIABILITY. Each Party shall be responsible for any Claims made against that Party and for the acts of County Agents or Municipality Agents, as applicable. 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.
- 7.1. 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 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 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.
 - 7.2. 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 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 is 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.

- 7.3. Neither Party has any right pursuant to or under this Contract against the other Party to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the Party based upon any legal theories or alleged rights of any kind, whether known or unknown, for any 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 a Party and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
- 7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this Contract, including, but not limited to, the applicable millage rate. Under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.

§8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY. The Municipality shall be solely responsible for guaranteeing that all Municipality Agents fully cooperate with Equalization Division Personnel in the performance of all Services under this Contract. The County shall be solely responsible for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all 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 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 shall be solely liable for 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 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. 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.
 - 8.4. The Municipality shall provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the Municipality shall notify the County immediately of approval of any application for abatement or tax exemption.
 - 8.5. The Municipality shall inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality shall inform the County Agents regarding any millage increase (new) or renewal.
 - 8.6. The Municipality is responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
 - 8.7. The Municipality Agents shall perform the following functions:
 - 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
 - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
 - 8.7.3. Be responsible for the establishment, accuracy, and compilation of all Special Assessment rolls in the Municipality.
 - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
 - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
 - 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and it shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the County Agents performing said tasks.
- §9. INDEPENDENT CONTRACTOR. The County's and/or County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. 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.
- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. 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 Services to the Municipality.

- §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. All Municipality obligations, including, but not limited to, 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. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. This Contract, and/or any amendments thereto, shall be approved by 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 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 County Clerk, the Clerk for the Municipality, and the Secretary of State.
- §13. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties, 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.
- §14. 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 nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §15. 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.
- §16. NOTICES. Except as otherwise expressly provided for herein, 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.

§17. 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.

§18. ENTIRE CONTRACT. This Contract sets forth the entire agreement between the County and the Municipality and supersedes all prior agreements or understandings between them in any way related to the subject matter hereof. All 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.

The undersigned execute this Contract on behalf of the Parties and by doing so legally obligate and bind the Parties to this Contract.

IN WITNESS WHEREOF, Daniel Terbrack, Mayor of the City of Berkley, acknowledges that he has been authorized by a resolution of the Governing Body of the City of Berkley to execute this Contract and accepts and binds the City of Berkley to this Contract.

EXECUTED: _____ DATE: _____
Daniel Terbrack, Mayor
City of Berkley

WITNESSED: _____ DATE: _____
Victoria Mitchell, Clerk
City of Berkley

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

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

WITNESSED: _____ DATE: _____

(Print Name) _____ DATE: _____
County of Oakland

JULY 12, 2022

To the Honorable Members of the Berkley City Council and the Berkley City Manager



MEMORANDUM:

**MAIN STREET AMERICA REACCREDITATION
OF DOWNTOWN BERKLEY FOR 2021**

BACKGROUND:

Main Street America has been helping revitalize older and historic commercial districts for more than 40 years. Their network today is more than 1,200 communities who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, Inc., a subsidiary of the National Trust for Historic Preservation. The following article provides more context on the evolving work of Main Street America, and their Four Point Approach focusing on Economic Vitality, Design, Promotion, and Organization.

The Accreditation and Reaccreditation process for Main Street America is a thorough one, with multiple steps and qualitative and quantitative proof of progress using their approach being required. The National Main Street Center and Main Street Oakland County have recognized the Berkley Downtown Development Authority as a Main Street America Accredited Program for 2019 and 2020, following our community's entry into the Main Street program in mid-2018. Last August, they presented to the Berkley City Council to acknowledge the work done to receive 2020 reaccreditation.

I am pleased to share that we received confirmation that the Berkley Downtown Development Authority is being recognized for 2021 Main Street America reaccreditation. Representatives from Main Street Oakland County will be on hand for your City Council meeting to present Berkley with that recognition.

- **Mike McGuinness, Executive Director
Berkley Downtown Development Authority**

Refreshed Main Street Approach™

By Matt Wagner, Vice President of Revitalization Programs, NMSC, and Hannah White, Director of Outreach and Engagement, NMSC

Since the Main Street movement's beginning over 35 years ago, the Four Point Approach has provided a critical road map for communities of all stripes and sizes, giving them a framework for transforming their downtown economies, rallying volunteers, and celebrating their historic character. As the Main Street America network knows well, the four points taken together—Organization, Promotion, Design, and Economic Vitality—are truly greater than the sum of their parts. With over \$65.6 billion reinvested, 60,011 buildings rehabilitated, and 556,960 net new jobs, it is no exaggeration to say that Main Street programs—with the Four Point Approach in hand—have played a critical role in the revival of America's downtowns over the last several decades.

However, the community revitalization field, and our economy more generally, has changed dramatically since 1980. New realities like the changing face of commerce, increasing income inequality, and shifting demographics are impacting every community, from small rural towns to busy urban commercial districts. And within the Main Street America network, there has been a growing recognition that elements of the time-tested approach are in need of updating. New forms of funding and different kinds of organizational structures are not always compatible with a strict adherence to the four committee model, and the ever-increasing focus on outcomes among funders necessitates greater focus documenting and communicating impact.



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To address these issues, and to ensure the continued success of the Main Street model, the National Main Street Center began what has come to be known as the Main Street Refresh, a process through which we have engaged with experts and long-time practitioners within the Main Street network, as well as leaders from other related fields. The result is a new, "refreshed," Main Street Approach that preserves what has always worked so well about the model—its comprehensive nature and community-driven orientation—and infused it with a new strategic

focus.



Thanks to funding from the John S. and James L. Knight Foundation, as well as support from the National Trust for Historic Preservation and several of our Coordinating Program partners, we have had the opportunity to test out this new approach in a number of different communities over the past year. Some of these pilot sites, like Biloxi, Miss., and Steamboat Springs, Colo., have existing Main Street programs in place, providing us with a chance to better understand how the new approach can integrate with existing Main Street structures and work-flow. Others, like Jefferson Chalmers in Detroit, Mich., and the East End and North Limestone districts in Lexington, Ky., are non-Main Street communities where we are able to test out how the new approach resonates with those who have less familiarity with the “old model,” as well as see how it fits in a variety of organizational structures.

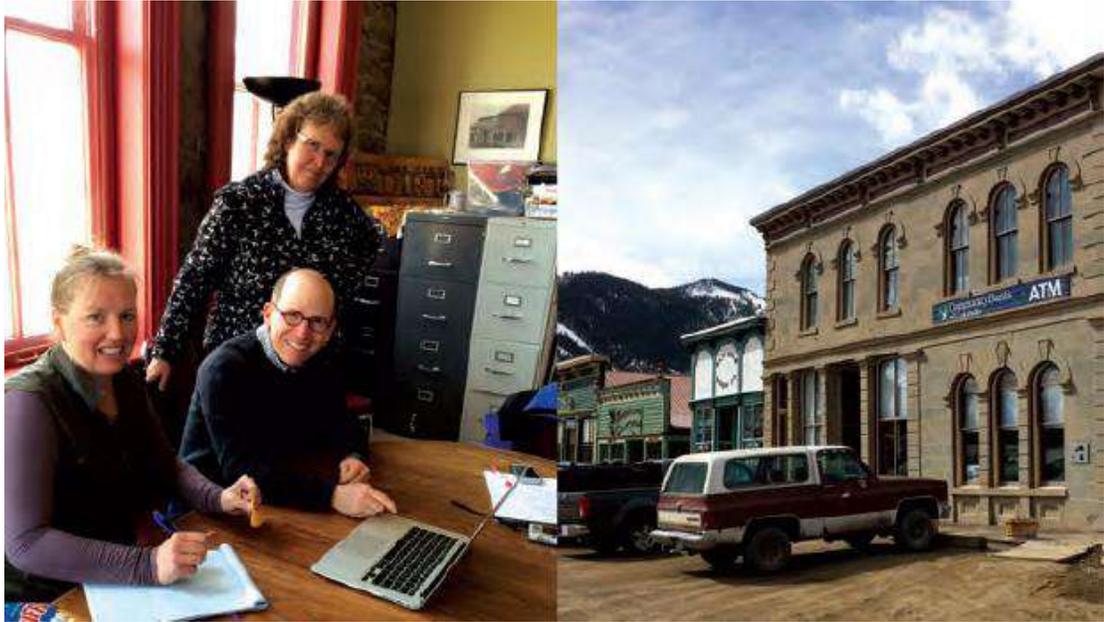
The fundamental components of the new Main Street Approach are:

1. **Inputs:** Community Engagement and Market Understanding;
2. **Transformation Strategies:** implemented through the Four Points; and
3. **Impact:** Qualitative and Quantitative Outcomes.



Norma Ramirez de Miess and Kennedy Smith leading a community engagement exercise in Milledgeville, Ga.

In each of the pilot sites, representatives from the National Main Street Center have worked with local partner organizations to go through the steps of the new approach. In each case, community leaders have been provided with basic market data so they can better understand what the economic realities are, where the gaps may be, and where the potential lies. But, market data only captures a small (though useful!) snapshot of the realities on the ground in a community. This is where community engagement comes in. While engagement can take many forms, from online surveys to community meetings to online discussion platforms to interactive in-person polling, the key is getting broad participation, and ensuring that people feel their voices are heard.



Kathy La Plante and Josh Bloom go through the steps of the refreshed approach with Kristine Borchers, Executive Director of Lake City Downtown Improvement and Revitalization Team (DIRT), in Lake City, Colo.

With these key elements—market data and community

input—in hand, Center staff worked with local programs to select their community transformation strategies.

Transformation strategies provide direction for the revitalization initiative, and are implemented through work across the four points. For instance, the Main Street program in Milledgeville, Ga.—home to a large student population—will be focusing on a transformation strategy aimed at better serving the needs of the millennial population, while supporting their entrepreneurial potential. The North Limestone district in Lexington, Ky., will be working on a convenience goods and services strategy aimed at better serving the day-to-day needs of local residents. Over the course of the pilot program, we have learned that some programs can readily implement transformation strategies using the more traditional four committee model, while in other contexts, programs are finding that leveraging ad hoc working groups, task forces, and partnerships proves more effective.

..... **NORTH LIMESTONE TRANSFORMATION STRATEGY: CONVENIENCE GOODS & SERVICES FOR RESIDENTS**

Create a business district where local residents can purchase goods and services for day-to-day needs.

ECONOMIC VITALITY	DESIGN	PROMOTION	ORGANIZATION
<p>Current activities:</p> <ol style="list-style-type: none"> 1. Interviews with neighborhood businesses regarding how to grow 2. Night Market—especially business spin-offs to become bricks & mortar in neighborhood. 3. Establishing market in the Grayhound Building—e.g., multi-tenant public market 4. Customer/resident surveys (400 people) regarding wants/needs <p>Potential activities:</p> <ol style="list-style-type: none"> 1. Develop tools/program to help Night Market vendors transition to permanent store 2. Business development pipeline: e.g., Assist cottage/home-based business to Grayhound Building market 	<p>Current activities:</p> <ol style="list-style-type: none"> 1. Small-scale live-work housing 2. Rehab of properties for commercial use (food; Broomwagon/cafes; bookstore)—primarily market-driven. 3. Clean-up programs 4. Stormwater remediation 5. New sidewalks 6. “Walk Your City” wayfinding 7. Planting street trees 8. Interior store design services offered to businesses (CDC staff) <p>Potential activities:</p> <ol style="list-style-type: none"> 1. Facade Improvement Incentives 2. Two-way street conversion 3. Pedestrian access at Intersections 4. Improved wayfinding 	<p>Current activities:</p> <ol style="list-style-type: none"> 1. Night Market 2. Neighborhood business map 3. Branding (e.g., NoLI logo stickers) 4. Individual businesses are doing their own events/marketing <p>Potential activities:</p> <ol style="list-style-type: none"> 1. Update business map 2. Promote businesses in the neighborhood in a more coordinated way 3. Better promotion of neighborhood businesses to neighborhood residents (E.g., work with businesses to offer specific resident-oriented promotions) 	<p>Current activities:</p> <ol style="list-style-type: none"> 1. Ad hoc meetings with local business owners 2. Newsletter (CDC) <p>Potential activities and needs:</p> <ol style="list-style-type: none"> 1. Additional staff person for economic development and business coordination 2. Re-activate neighborhood business association

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A sample transformation strategy-based work plan from Lexington, Ky.

With strategies and work plans in place, our pilot sites are moving on to implementation. As in all Main Street work, revitalization takes time and is achieved incrementally. However, the new Main Street Approach recognizes the importance of setting benchmarks, measuring incremental progress, and focusing on short- and long-term impact. So, we have been working with each local partner to develop a list of qualitative and quantitative outcomes that are not too burdensome to collect, but that can be powerful indicators of positive change over time.

July 18, 2022 City Council Meeting

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

Citizens Engagement Advisory Committee

Jacob Robinson – appointment to a term expiring July 2024

Library Board

Margaret McGee – appointment to a term expiring July 2027

Ayes:

Nays:

Motion:



CITY OF BERKLEY

Public Library

3155 Coolidge Highway

Berkley, MI 48072

248-658-3440

MEMORANDUM

TO: Matt Baumgarten, City Manager
CC: Victoria Mitchell, City Clerk, Natalie Price, Library Board Liaison, & Rita VanBrandeghen, Library Board Chair
FROM: Matt Church, Library Director
DATE: July 6, 2022
RE: Recommendation from the library board

At its meeting on June 22, 2022, the library board interviewed two candidates for the vacant library board position. Jennifer Baranski and Colleen Smith were interviewed.

At a meeting on July 6, 2022, the library board interviewed two additional candidates for the vacant library board position. Christiane Lawson and Margaret McGee were interviewed.

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

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

July 18, 2022 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to approve marihuana business license #PMA20-0003 for Operation
Grow/butter to be located at 2222 W. 11 Mile Road.

Ayes:

Nays:

Motion:

Application Number	Applicant Entity	Principal Address	Final Score as Adopted by City Council on January 18, 2022
PMA20-0003	Operation Grow / butter	2222 W. Eleven Mile Road	315
PMA20-0015	Quality Roots	3916 W. Eleven Mile Road	310
PMA20-0007	Yellow Tail Ventures LLC #1	3120 Eleven Mile	301
PMA20-0010	Attitude Wellness dba Lume	1949 Twelve Mile Road	301
PMA20-0029	Seven Points Dispensing of Michigan LLC	28557 Woodward Ave	301
PMA20-0025	Berkley Corners PRV LLC	28297 Woodward Ave.	297
PMA20-0011	Green Bronco III	2200 W. Eleven Mile Road	296
PMA20-0013	FPAW Michigan LLC	3750 W. Eleven Mile Road	289
PMA20-0024	3895 Euclid LLC dba Dispo	27733 Woodward Ave	286
PMA20-0002	Bud McCool's	27253 Woodward Ave	281
PMA20-0031	Oak Flint LLC	27723 Woodward Ave	279
PMA20-0005	BDE Warren LLC	2033 Coolidge	278
PMA20-0004	Nature's Remedy	2351 Twelve Mile Road	275
PMA20-0027	GS Ashley, LLC	3890 W. Eleven Mile Road	274
PMA20-0016	SJMB	3376 Twelve Mile Road	273
PMA20-0009	Yellow Tail Ventures LLC #2	28401 & 28453 Woodward	271
PMA20-0028	Warren Capital Holdings, LLC	2640 Eleven Mile Road	266
PMA20-0019	Pure Roots	28173 Woodward	265
PMA20-0023	Grassroots ReLeaf LLC	27423 Woodward Ave.	256
PMA20-0008	CAK Holdings	4129 Twelve Mile	242
PMA20-0012	DSD Investors LLC	3515 Twelve Mile Road	226
PMA20-0021	Leaf Master dba Puff Cannabis	3171 Twelve Mile Road	226
PMA20-0026	Fire Farm LLC	3670 Twelve Mile Road	217
PMA20-0030	Candid Labs LLC	28505 Woodward Ave	208
PMA20-0006	PBG Enterprises dba Pleasantrees	2448 Eleven Mile Road	DNQ
PMA20-0014	Berkley Herbal Center	3280 W. Eleven Mile Road	DNQ
PMA20-0017	123 Ventures	1716 Coolidge	DNQ
PMA20-0018	GS Bay City LLC	3800 W. Eleven Mile	DNQ
PMA20-0020	Pure Life I	2998 Eleven Mile Road	DNQ
PMA20-0022	Pure Life II	2114 Eleven Mile Road	DNQ
	Applicant is able to apply for Site Plan Review before Planning Commission		
	Applicants are tied for third ranking but are able to apply for Site Plan Review at own risk.		

THE REGULAR MEETING OF THE BERKLEY CITY PLANNING COMMISSION WAS CALLED TO ORDER AT 7:00 PM, JUNE 28, 2022 AT BERKLEY CITY HALL BY CO-CHAIR LISA KEMPNER.

The minutes from this meeting are in summary form capturing the actions taken on each agenda item. To view the meeting discussions in their entirety, this meeting is broadcasted on the city's government access channel, WBRK, every day at 9AM and 9PM. The video can also be seen, on-demand, on the city's YouTube channel: <https://www.youtube.com/user/cityofberkeley>.

PRESENT: Shiloh Dahlin Joe Bartus
Greg Patterson Julie Stearn
Lisa Kempner Mark Richardson

ABSENT: Kristen Kapelanski

ALSO, PRESENT: Megan Masson-Minock, Interim Community Development Director
Thea Donahue, Birmingham
Harold Remlinger, Birmingham
Daniel Amari, Berkley
Teresa Forman, Berkley
Jim McGowan, Livonia
Joseph Anderson, Troy

Motion by Commissioner Patterson to excuse the absence of Commissioner Kapelanski. Motion supported by Commissioner Stearn.

Voice Vote to approve the absence of Commissioner Kapelanski.

AYES: 6
NAYS: 0
ABSENT: Kapelanski

MOTION CARRIED

* * * * *

APPROVAL OF AGENDA

Motion by Commissioner Richardson to approve the agenda supported by Commissioner Patterson.

Voice vote to approve the agenda

AYES: 6
NAYS: 0
ABSENT: Kapelanski

MOTION CARRIED

* * * * *

APPROVAL OF THE MINUTES

Motion by Commissioner Patterson to approve the minutes from the special Planning Commission meeting on June 7, 2022 and supported by Commissioner Richardson.

Voice vote to approve the meeting minutes on June 7, 2022.

AYES: 6
NAYS: 0
ABSENT: Kapelanski

MOTION CARRIED

* * * * *

COMMUNICATIONS

Email from McNally's on June 7, 2022 meeting
Letter from City of Huntington Woods on 2222 W. 11 Mile
Email from Katie and Nick Forte on Black Hop Brewery
Michigan Planner Magazine

CITIZEN COMMENTS

NONE

OLD BUSINESS

1. **PSP-02-22: 2222 Eleven Mile Rd. - Butter Provisioning:** The applicant, Grant Jeffries, on behalf of Operation Grow, LLC, - d.b.a. Butter Provisioning Center, 2222 Eleven Mile Rd., Parcel #225-17-358-018, North side of Eleven Mile, between Berkley Ave. and Henley Ave., is requesting site plan approval for the renovation of the existing building to a retail marihuana dispensary and a separate warehouse tenant space.

Interim Community Development Director Masson-Minock provided an overview of the updated information from the last meeting, including options for the screen wall where the alley and sewer pipe exist. DPW and HRC have recommended approval for this site and approval for the traffic impact study. The fire inspector has also approved this. Interim Community Development Director Masson-Minock also stated that the applicant has bought 2200 Eleven Mile, bettering the site circulation and parking. The Planning Commission had three determinations on the parking waiver, landscaping, screening option, as well as the list of conditions in the staff letter.

Commissioners asked questions to Interim Community Development Director Masson-Minock related to items in the packet for this applicant.

APPLICANT PRESENTATION

Grant Jeffries
Five/Eights Architecture, Architect
Ferndale, MI 48220

Chris Klamkin, Founder of Operation Grow LLC, DBA Butter,
Chief Executive Officer
Dan Amory, Chief Executive Officer

Applicant Mr. Jeffries, provided an overview of what has changed since the Sketch Plan meeting in February, with main discussion on parking, site circulation, and dumpster access.

Mr. Jeffries summarized the major changes that have occurred. Mr. Jeffries discussed the purchasing agreement and current business with 2200 Eleven Mile that will better the parking at 2222 Eleven Mile. There was clarification on the dumpster placement that was addressed during the sketch plan. The parking agreement with the Masonic Temple was renegotiated and the new terms were presented. Mr. Jeffries addressed the site lighting and mural, as well as the masonry wall. There was discussion on 13361 Eleven Mile in Oak Park as well.

Commissioner Richardson asked the applicants questions regarding employee's numbers, parking circumstances, shared parking with the building that was purchased, and the building in Oak Park.

Commissioner Richardson also asked the applicants about the property line, sewer pipe and the location of the masonry wall. There was discussion with residents and Interim Community Development Director Masson-Minock on the sewer pipe and fencing options

Commissioner Dahlin asked for clarification on the lights located on the west side and the deputy of the sanitary sewer.

Joe Anderson from Giffels Webster Engineers answered Commissioner Dahlin's questions about the manhole and fencing.

Commissioner Bartus asked applicants about the specifics of the fence, and the signage they will be using for the parking lots.

Co-Chair Kempner asked about the memo from McDowell and Associates and permeable pavers and drainage

PUBLIC COMMENT

Dave Losey, Stated that he would prefer a block wall, because if it was going to be a fence, cars that would come into the parking lot the lights from the car shine above his eight (8) ft fence already. He suggested having a ten (10) ft fence instead of an eight (8) ft wall.

Theresa Forman, Stated that this plan is much better, but has concerns about the wall. She also asked about the door usage on the north side. She prefers a masonry wall to keep the sound and light masked.

Denise Losey, Stated that it would be nice to have some kind of privacy, which is what would be lost if they had the shorter fence. Something to help with the noise and light would be appreciated.

There was discussion between the Commissioners, applicant and the Community Development Director specifics on the height and neighboring wall and where the 10ft wall would be.

The Commissioners discussed the landscaping, stated that it met the ordinance, and suggested arborvitaes for the areas of concern, flower pots or boxes to put on the wall or fence.

There was general conversation on the sewer maintenance, placement of the easement and sewer pipe, and the future of fence repair if needed.

The Commissioners stated that the wood fence would be the best solution and want to see it ten (10) ft, agreed with the presented landscaping, and are in support of the parking waiver.

Motion by Commissioner Bartus to approve application PSP-02-22; with recommendation of allowing the parking waiver; recommended that the proposed landscaping meets the Ordinance 139-678, and a condition of the approval is the screening options of the wood fence with an eight (8) ft height with a ten (10) ft required for the section adjacent to the driveway, and conditional upon the following items 1-7 listed on the staff letter dated June 28, 2022. Supported by Commissioner Stearn.

AYES: Bartus, Kempner, Patterson, Stearn, Richardson, Dahlin

NAYS: 0

ABSENT: Kapelanski

MOTION CARRIED

2. **PSP-06-22: 3737 Twelve Mile Rd. - The Phillip Rowhomes:** Daniel Stakhiv, on behalf of Berkley Deal LLC, 3737 Twelve Mile Road, Parcel #25-18-126-020, is requesting final site plan approval of a new seven-unit Row Homes development in the Twelve Mile District.

Interim Community Development Director Masson-Minock stated that one of the conditions from the March site plan approval is that conditions of approval are finalized with the review by the Planning Commission which is presented at this meeting. Interim Community Development Director Masson-Minock provided the reviews from DPW, and HRC.

APPLICANT PRESENTATION

Daniel Stakhiv

Applicant, Mr. Stakhiv, presented the changes that occurred since March including the front facade removing the balconies and putting a deck on the south part not affecting the setbacks that were approved in March. Mr. Stakhiv stated that the RCOC is still under review and clarified the dumpster enclosure confusion.

Commissioner Richardson asked the applicant about the roof deck, if the situation is unresolved. Interim Community Development Director Masson-Minock stated that the Planning Commission had discussed this at their prior meeting, and does not think those are outstanding issues.

PUBLIC COMMENT

NONE

The Planning Commission stated that they like the way everything is presented and the idea of composite for the gate on the dumpster

Motion by Commissioner Bartus to approve application PSP 06-22; with the following conditions referenced in the staff letter dated June 21, 2022 items 1-4 and the additional requirement to provide a wood composite fence gate on the dumpster, with all of the waivers and prior approvals. Supported by Commissioner Patterson.

AYES: Dahlin, Richardson, Stearn, Patterson, Bartus, Kempner

NAYS: 0

ABSENT: Kapelanski

MOTION CARRIED

NEW BUSINESS

- 3. **PSU-01-22: 2684 - 2688 Coolidge Highway - The Black Hop Brewery:** The applicant, Dorian Hill on behalf of The Black Hop Brewery, 2684 Coolidge Hwy. Parcel #25-15-155-030, east side of Coolidge Hwy., between Catalpa Dr. and Franklin Rd, is requesting special land use approval for an outdoor seating/eating area accessory to a bar.

Interim Community Development Director Masson-Minock stated that the applicant has already received site plan approval, the facade and interior have been improved. The applicant is here for the meeting because the Berkley ordinance public seating/outdoor dining is a special land use in this district. Interim Community Development Director Masson-Minock presented the review for Carlisle/Wortman noting some topics of discussion. Interim Community Development Director Masson-Minock reviewed the standards for Special Land use.

APPLICANT PRESENTATION

Dorin Hall	Harold Remlinger, & Thea Donahue
	DesignTeam Plus

Mr. Remlinger stated that the exterior of the building design has been approved, and stated that this will be the third Black Owned Brewery in the State of Michigan, and it will be the first in Southeastern Michigan.

Ms. Donahue reviewed the changes that the team had made from each of the suggestions in the review.

Commissioner Richardson asked the applicant about seating numbers. Mr. Remlinger stated that occupancy is determined by building code with the number being at max.

Co-Chair Kempner opened the floor to public hearing at 8:48 pm.

PUBLIC COMMENT

NONE

Email that is in favor of this

Co-Chair Kempner closed the floor to public hearing at 8:48 pm.

The Planning Commission discussed the standards for special land use approval, including the lighting waiver and string lights, snow removal and noise.

The applicant and Planning Commission discussed the hours of operation and music with the noise level and the surrounding area not being affected by the noise too much.

Motion by Commissioner Patterson to approve PSU-01-22; with following condition that the lighting as shown on plans with a waiver to be used, if it changes, go back to staff review, snow removal is adequate, all other meetings must be held in accordance with staff letter based on discussion, and noise levels will comply with non-nuisance laws. Find that findings are sufficient with the discussion that was had. Supported by Commissioner Richardson.

AYES: Dahlin, Richardson, Stearn, Patterson, Bartus, Kempner
NAYS: 0
ABSENT: Kapelanski

MOTION CARRIED

LIAISON REPORT

Commissioner Richardson stated that the Environmental Committee had a bike carrel at Art Bash located by Clarks Ice Cream. Although it did not have as much business in prior years, there was positive feedback and will take time to build back up and might expand to other Berkley events.

Co-Chair Kempner stated that the DDA had a very successful Pride Block Party, and the committee is already ready for next year.

COMMISSIONER COMMENTS

Commissioner Richardson stated this would be his last meeting after 11 years on the Planning Commission. It has been a rewarding experience, and would not leave if he did not think the Planning Commission was in good shape.

Commissioner Patterson wished Commissioner Richardson well, and thanked him for all the years on Commission and supporting them through the years.

Commissioner Stearn stated she will not be at the next meeting due to a conference

STAFF COMMENTS

Interim Community Development Director Masson-Minock thanked Commissioner Richardson for his many years of service and involvement in the Master Plan.

The Planning Commission will be seeing a Sketch Plan from Vinsetta Garage and possibly a Sketch Plan from Yellow Tail.

Interim Community Development Director Masson-Minock also stated that Kristen Kapelanski will be the Community Development Director at Berkley. Two Commissioners will be joining, and if the Commissioners know of anyone that would be interested or add value to send the recommendations to Kristen.

Interim Community Development Director Masson-Minock thanked the board for helping her all these months, and has learned a lot from them.

ADJOURNMENT

Motion to adjourn by Commissioner Patterson supported by Commissioner Stearn.

Voice vote for adjournment

AYES: 6

NAYS: 0

ABSENT: Kapelanski

With no further business, the meeting was adjourned at 9:12 p.m.

DRAFT



APPLICATION FOR SITE PLAN REVIEW

NOTICE TO APPLICANT: Applications for Site Plan review by the Planning Commission must be submitted to the City of Berkley Building Department in **substantially complete form** at least 30 days prior to the Planning Commission's meeting at which the application will be considered. The application must be accompanied by the data specified in the Zoning Ordinance, including fully dimensioned site plans, plus the required review fees.

The Planning Commission meets the fourth Tuesday of the month at 7:00pm in the Council Chambers at the City of Berkley City Hall, 3338 Coolidge Hwy, Berkley, MI 48072.

TO BE COMPLETED BY APPLICANT:

I (We), the undersigned, do hereby respectfully request Site Plan Review and provide the following information to assist in the review:

Project Name: OPERATION GROW, LLC - d.ba. BUTTER PROVISIONING CENTER

Applicant: GRANT JEFFRIES

Mailing Address: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

Property Owner(s), if different from Applicant: OPERATION GROW LLC

Mailing Address: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

Applicant's Legal Interest in Property: ARCHITECT

LOCATION OF PROPERTY:

Street Address: 2222 W. ELEVEN MILE ROAD

Nearest Cross Streets: W. ELEVEN MILE & BERKLEY AVE.

Sidwell Number(s): 25-17-358-018

PROPERTY DESCRIPTION:

Provide lot numbers and subdivision: LOTS 284 TO 288 INCLUSIVE, ALSO 1/2 OF VALATED
ALLEY ADJACENT OF HANNAN'S WEST ROYAL OAK SUBDIVISION

Property Size (Square Feet): 11,990 (Acres): 0.275

EXISTING ZONING DISTRICT (please check):

- | | | |
|-------------------------------|--|--|
| <input type="checkbox"/> R-1A | <input type="checkbox"/> Local Business | <input type="checkbox"/> Coolidge |
| <input type="checkbox"/> R-1B | <input type="checkbox"/> Office | <input type="checkbox"/> Downtown |
| <input type="checkbox"/> R-1C | <input type="checkbox"/> Community Centerpiece | <input checked="" type="checkbox"/> Industrial |
| <input type="checkbox"/> R-1D | <input type="checkbox"/> Woodward | <input type="checkbox"/> Cemetery |
| <input type="checkbox"/> RM | <input type="checkbox"/> Eleven Mile | <input type="checkbox"/> Parking |
| <input type="checkbox"/> RMH | <input type="checkbox"/> Twelve Mile | |

Present Use of Property:
OFFICE

Proposed Use of Property:
MARIHUANA DISPENSARY

Is the property located within the Downtown Development Authority? Yes No

PROJECT DESCRIPTION:

RENOVATION OF EXISTING 4,700 S.F. BUILDING TO BE RETAIL MARIHUANA
DISPENSARY AND ONE ADDITIONAL TENANT SUITE (TENANT T.B.D.)

Does the proposed project / use of property require Special Land Use approval? Yes No

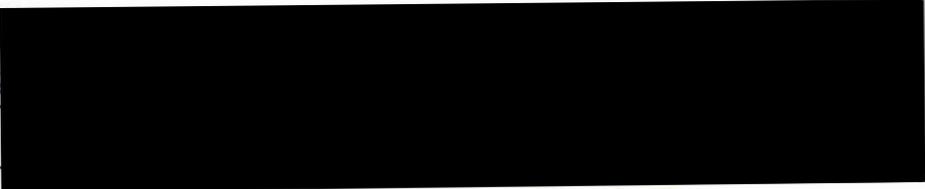
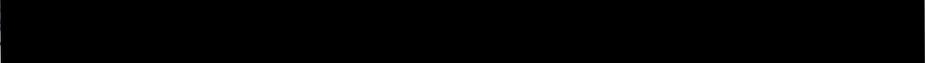
Does the proposed project require Variance(s) from the Zoning Board of Appeals? Yes No

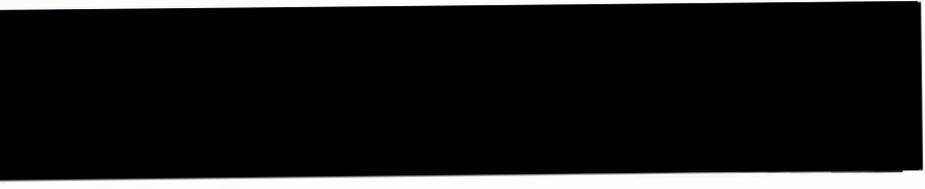
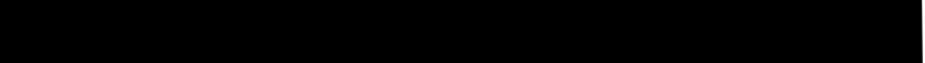
If yes, please describe Variances required:

PLEASE COMPLETE THE FOLLOWING CHART:

Type of Development	Number of Units	Gross Floor Area	Number of Parking Spaces On Site	Number of Employees on Largest Shift
Attached Residential				
Office				
Commercial				
Industrial	2	4,237 SF.	13	12
Other				

PROFESSIONALS WHO PREPARED PLANS:

A. Name: GRANT JEFFRIES
 Mailing Address: 
 Telephone: 
 Email: 
 Design Responsibility (engineer, surveyor, architect, etc.): ARCHITECT

B. Name: JOSEPH ANDERSON
 Mailing Address: 
 Telephone: 
 Email: 
 Design Responsibility: CIVIL ENGINEER

SUBMIT THE FOLLOWING:

1. Fifteen (15) individually folded copies of the site plans, measuring 24" x 36", sealed by a registered architect, engineer, or surveyor.
2. A pdf file of the site plans, submitted to the Community Development Director.
3. Proof of property ownership (title insurance policy or registered deed with County stamp).
4. Review comments or approval received from County, State or Federal agencies that have jurisdiction over the project, including, but not limited to:

- | | |
|---|--|
| <input type="checkbox"/> Road Commission for Oakland County | <input type="checkbox"/> Oakland County Health Division |
| <input type="checkbox"/> MI Dept. of Transportation | <input type="checkbox"/> MI Dept. of Environment, Great Lakes & Energy |

PLEASE NOTE: The applicant, or a designated representative, **MUST BE PRESENT** at all scheduled meetings, or the Site Plan may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a Site Plan Application or to revoke any permits granted subsequent to the site plan approval.

We encourage applicants to make a presentation of the proposed project to the Planning Commission and City Council, as appropriate. To assist in this effort, we have available for your use at meetings a projector, laptop computer and screen. This will allow the Planning Commission and audience to be fully engaged so they can give your project the attention it deserves. Planning Commission meetings are recorded and televised.

PROPERTY OWNER'S APPROVAL: (Initial each line)

pk I hereby authorize the employees and representatives of the City of Berkley to enter upon and conduct an inspection and investigation of the above-referenced property.

APPLICANT'S ENDORSEMENT: (Initial each line)

GJ All information contained therein is true and accurate to the best of my knowledge.

GJ I acknowledge that the Planning Commission will not review my application unless all information in this application and the Zoning Ordinance has been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing or approval of this site plan application.

GJ I hereby acknowledge that if engineering or other reviews are required, additional fees must be submitted. Should the review fees be greater than the required minimum, sufficient additional charges will be imposed to satisfy the additional review fees. All fee obligations must be satisfied prior to permit approval.

If an application is withdrawn more than three (3) weeks prior to the meeting date, 90% of the fee will be refunded. If the application is withdrawn less than three (3) weeks prior to the meeting, no refund will be given.

BUTTER PROVISIONING CENTER

2222 WEST ELEVEN MILE ROAD - BERKLEY - MICHIGAN - 48072

REVISED SITE PLAN REVIEW DRAWINGS

PROJECT TITLE 3

ARCHITECT:

FIVE - EIGHTHS
2321 WOLCOTT STREET
FERNDALE - MI - 48220

CONTACT - GRANT
JEFFRIES
248 - 981 - 8744
GRANT@5-EIGHTHS.COM

OWNER:

OPERATION GROW LLC
D.B.A BUTTER PROVISIONING
CENTER
3249 WAKEFIELD RD
BERKLEY - MI - 48072

CONTACT - DANIEL AMORI
517 - 881 - 2216
DANNY@OPERATIONGROW.BIZ

CIVIL ENGINEER:

GIFFELS WEBSTER
1025 E MAPLE - SUITE 100
BIRMINGHAM - MI - 48009

GENERAL CONTRACTOR:

THREE RIVERS CORPORATION
P.O. BOX 1467
MIDLAND - MI - 48461

CONTACT - JOSEPH ANDERSON
248 - 852 - 3100
JANDERSON@GIFFELSWEBSTER.COM

CONTACT - RICK PARKER 989 -
631 - 9756
RPARKER@TRCCOMPANY.COM

STRUCTURAL ENGINEER:

RESURGET ENGINEERING PC
28 WEST ADAMS AVE - SUITE 1710
DETROIT - MI - 48228

CONTACT - SEAN GODIN
313 - 315 - 3331
SEAN.GODIN@RESURGETENGINEERING

MEP ENGINEER:

STRATEGIC ENERGY SOLUTIONS
INC
4000 WEST ELEVEN MILE ROAD
BERKLEY - MICHIGAN - 48072

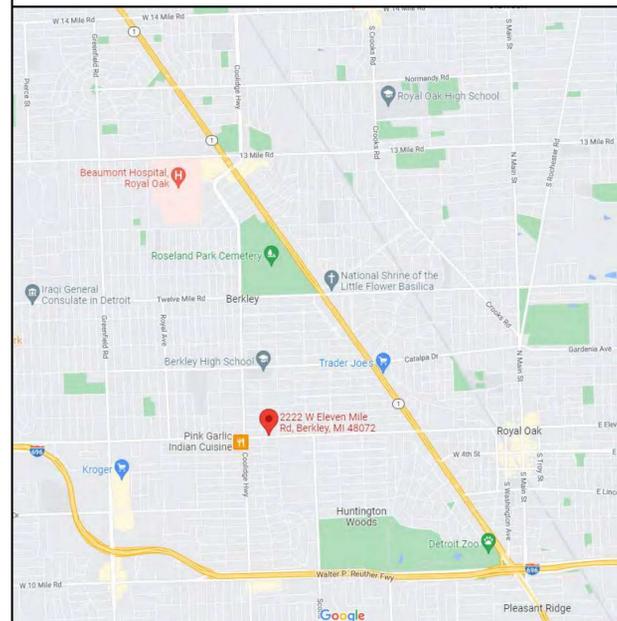
CONTACT - PAMELA HARTSELL
248 - 988 - 4718
PHARTSELL@SESNET.COM



NOTE: REFER TO SHEET A/9.01 FOR A LARGER VERSION OF THIS RENDERING AS WELL AS ADDITIONAL VIEWS

G/ 0.01	TITLE SHEET
G/ 0.02	GENERAL NOTES
G/ 1.00	AREA PLAN - EXISTING
C/ 1.00	TOPOGRAPHIC SURVEY
C/ 1.01	SURVEY INFORMATION
C/ 1.02	DEMOLITION PLAN
C/ 1.03	SITE PLAN - CUSTOMER PARKING
C/ 1.04	GRADING & PAVING PLAN
C/ 1.05	UTILITY PLAN
C/ 1.06	SITE PLAN - STREETSCAPE ELEMENTS
C/ 7.00	STORMWATER CALCS & SITE DETAILS
L/ 1.00	LANDSCAPE PLAN
A/ 1.01	FLOOR PLAN - PROPOSED
A/ 1.40	ROOF PLAN - PROPOSED
A/ 2.01	EXTERIOR ELEVATIONS - 2222 W. 11 MILE
A/ 2.02	EXTERIOR ELEVATIONS - 2200 W. 11 MILE
A/ 7.00	DETAILS - SITE ELEMENTS
A/ 9.01	EXTERIOR RENDERINGS
A/ 9.02	EXTERIOR RENDERINGS
E/ 1.11	EXTERIOR LIGHTING - PHOTOMETRICS
E/ 1.12	EXTERIOR LIGHTING - CUT SHEETS

PREVIEW RENDERING 5



RENOVATION OF AN EXISTING BUILDING WITH A NON-CONFORMING USE TO BE A NEW MULTI-TENANT BUILDING. ONE SUITE WILL BE USED FOR A MARIJUANA PROVISIONING CENTER NAMED 'BUTTER'. THE OTHER SUITE WILL BE RENTED OUT FOR INDUSTRIAL ZONE APPROVED WAREHOUSE USE, BY A SEPARATE, NON-MARIJUANA RELATED BUSINESS TENANT (KIRCO MANAGEMENT).

THE RENOVATION INCLUDES ALL NEW MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEM UPGRADES TO MORE EFFICIENT SYSTEMS, AN ALL NEW LAYOUT AND FINISHES ON THE INTERIOR, NEW OPENINGS FOR ALUMINUM & GLASS CURTAIN WALLS TO INCREASE NATURAL LIGHT WITHIN THE BUILDING, AND INSTALLATION OF A GREEN ROOF.

SITE IMPROVEMENTS INCLUDE A NEW PARKING LOT PAVED WITH PERVIOUS PAVERS, A NEW ENCLOSURE FOR TRASH AND RECYCLING CONTAINERS, NEW MASONRY SCREENWALLS, NEW NATIVE LANDSCAPING, RAIN HARVESTING BARRELS, AND NEW STREETSCAPE ELEMENTS SUCH AS BIKE RACKS, BENCHES, BOLLARDS, AND PLANTER BOXES.

ADDITIONALLY, THE BUILDING DIRECTLY TO THE EAST OF THE PROPERTY (2200 W 11 MILE RD) HAS BEEN PURCHASED BY OPERATION GROW LLC, AND THE EXISTING TENANT WILL REMAIN IN THE BUILDING (KIRCO MANAGEMENT). THE OFF-STREET PARKING FOR BOTH BUILDINGS WILL BE A SHARED LOT, AND MINOR EXTERIOR IMPROVEMENTS TO THE 2200 BUILDING ARE PROPOSED TO MAKE IT LOOK SIMILAR TO THE BUTTER PROVISIONING CENTER.

PROJECT DIRECTORY 10

PROJECT LOCATION 7

PROJECT DESCRIPTION 4

SHEET LIST 1

BUTTER PROVISIONING CENTER
2222 WEST ELEVEN MILE ROAD - BERKLEY - MICHIGAN - 48072

TITLE SHEET

REVISED SITE PLAN REVIEW DRAWINGS

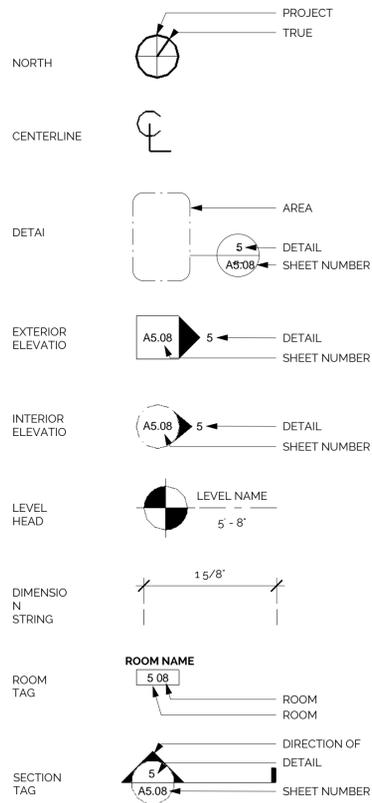
SHEET NUMBER 1 OF 21



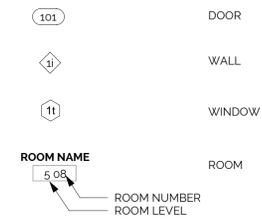
PROJECT ISSUE DATE:

- 01 / 21 / 2022
- 04 / 22 / 2022
- 04 / 29 / 2022
- 05 / 27 / 2022

G/
0.01



SYMBOLS 8



LEGEND - TAGS 10

- / AND
- > ANGLE
- @ AT
- * HEIGHT ABOVE
- ABV ABOVE
- ADJ ADJUSTABLE
- AP ACCESS PANEL
- APPROX APPROXIMATE
- BB BASEBOARD
- BEL BELOW
- BO BOTTOM OF
- BR BROILER
- CB CASEWORK
- CMU CONCRETE MASONRY UNIT
- D DEPTH
- DF DEEP FRYER
- DIM DIMENSION
- DN DOWN
- DW DISHWASHER
- (E) EXISTING
- E EAST
- EF EXHAUST FAN
- ELEC ELECTRIC
- EP ELECTRICAL PANEL
- EQ EQUAL
- EXT EXTERIOR
- FC FAUCET
- FD FLOOR DRAIN
- FL FLOOR
- FF FINISH FLOOR
- GA GAUGE
- GB GRAB BAR
- GD GARBAGE DISPOSAL
- GG GAS GRIDDLE
- GR GRADE
- GW GREASE WASTE DUMPSTER
- GYP GYPSUM WALLBOARD
- H HEIGHT
- HVAC HEATING, VENTILATION, AND AIR CONDITIONING
- INCL INCLUDE
- INT INTERIOR
- LT LIGHT
- LV LAVATORY
- MAX MAXIMUM
- MIN MINIMUM
- MR MIRROR
- MT METAL
- N NORTH
- O.C. ON CENTER
- PD PAPER DISPENSER
- POS POINT OF SERVICE
- PR PRINTER
- PROV PROVIDE
- PT PAINT
- RCP REFLECTED CEILING PLAN
- RF REFRIGERATOR
- REF REFERENCE
- RK RACK
- S SOUTH
- SF SQUARE FOOTAGE
- SK SINK
- SIM SIMILAR
- SP SPEAKER
- SPEC SPECIFIED
- ST STONE
- TC TRASH CART
- TL TILE
- TO TOP OF
- TP TOILET PAPER
- TR TRASH CAN
- TV TELEVISION
- TYP TYPICAL
- VH VENTILATION HOOD
- VIF VERIFY IN FIELD
- W WEST
- W WIDTH
- W/ WITH
- WC WATER CLOSET
- WD WOOD
- WH WATER HEATER
- W/O WITHOUT

ABBREVIATIONS 7



VICINITY MAP 2

NOTE: 2290 W 11 MILE RD, 2200 W 11 MILE RD, AND 1716 COOLIDGE HWY ARE SITES WITH WHICH SHARED PARKING AGREEMENT HAS BEEN SECURED BY THE APPLICANT. 13631 W 11 MILE RD IN OAK PARK WILL BE THE CORPORATE OFFICES FOR BUTTER AND HAS ADDITIONAL PARKING FOR DISPENSARY EMPLOYEES. REFER TO THE WRITTEN PARKING PLAN (WITH PARKING AGREEMENT EXHIBITS AND SHEET C/1.03 FOR MORE INFO ON PARKING REQUIREMENTS.

PROPERTY INFORMATION:

PIN: 25-17-358-018
 ZONING: INDUSTRIAL
 TYPE OF CONSTRUCTION: IIB
 LOT AREA: 0.275 ACRES
 YEAR BUILT: 1984
 # OF BUILDINGS: 1
 # OF STORIES: 1
 BUILDING AREA: 4,817 SF EXISTING, 4,235 SF PROPOSED
 HEIGHT: 15'-4" EXISTING, 16'-8" PROPOSED
 SPRINKLERED: NO

12	9	6	3
11	8	5	2
10	7	4	1

USE THE SHEET INDEX GRID AS A REFERENCE TO LOCATE DRAWINGS ON INDIVIDUAL SHEETS WITHIN THE SET.

PROJECT INFORMATION 4

SHEET INDEX 1



FIVE - EIGHTHS

2321 WOLCOTT STREET
 FERNDALE - MI - 48220
 313 - 936 - 0835
 INFO@FIVE-EIGHTHS.COM

BUTTER PROVISIONING
 CENTER
 2222 WEST ELEVEN MILE ROAD - BERKLEY - MICHIGAN - 48072

GENERAL NOTES

REVISED SITE PLAN REVIEW DRAWINGS
 SHEET NUMBER 2 OF 21



PROJECT ISSUE DATE:

01 / 21 / 2022
 04 / 22 / 2022
 04 / 29 / 2022

G/
 0.02



FIVE - EIGHTHS

2321 WOLCOTT STREET
FERNDALE - MI - 48220
313 - 936 - 0835
INFO@FIVEEIGHTHS.COM

BUTTER PROVISIONING
CENTER
2222 WEST ELEVEN MILE ROAD - BERKLEY - MICHIGAN -
48072

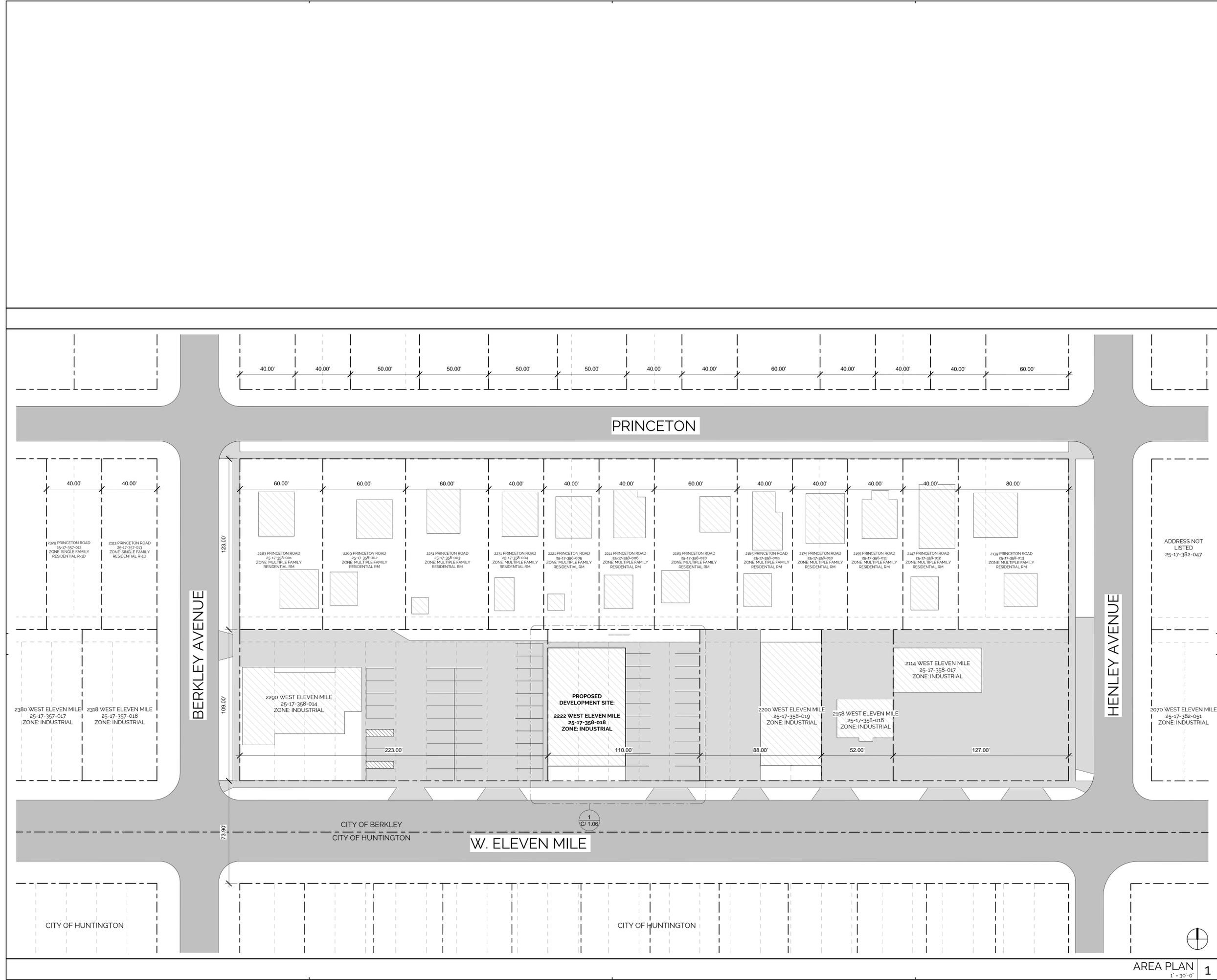
AREA PLAN - EXISTING

REVISED SITE PLAN REVIEW DRAWINGS
SHEET NUMBER 3 OF 21



PROJECT ISSUE DATE:
01 / 21 / 2022
04 / 22 / 2022
04 / 29 / 2022

G/
1.00



AREA PLAN 1
1" = 30'-0"

TAG	IMAGE	SIZE / MOUNTING / MATERIAL	QUANTITY
PARKING SIGN PS-1		18' X 24' POST-MOUNTED Ø80" ENGINEERING GRADE REFLECTIVE ALUMINUM	2 LOCATION PER
PARKING SIGN PS-2		18' X 24' POST-MOUNTED Ø80" ENGINEERING GRADE REFLECTIVE ALUMINUM	3 LOCATIONS PER PLAN
PARKING SIGN PS-3 MMUTCD CODE R6-2L		18' X 24' POST-MOUNTED Ø80" ENGINEERING GRADE REFLECTIVE ALUMINUM	5 LOCATIONS PER PLAN
PARKING SIGN PS-4 MMUTCD CODE R6-2R		18' X 24' POST-MOUNTED Ø80" ENGINEERING GRADE REFLECTIVE ALUMINUM	5 LOCATIONS PER PLAN
PARKING SIGN PS-5		18' X 24' WALL-MOUNTED (SPACES 21-30) POST-MOUNTED (SPACES 20, 31-39) Ø80" ENGINEERING GRADE REFLECTIVE ALUMINUM	20 LOCATIONS PER PLAN
PARKING SIGN PS-6		18' X 24' WALL-MOUNTED (SPACES 21-30) POST-MOUNTED (SPACE 20) Ø80" ENGINEERING GRADE REFLECTIVE ALUMINUM	11 LOCATIONS PER PLAN
PARKING SIGN PS-7		18' X 24' POST-MOUNTED Ø80" ENGINEERING GRADE REFLECTIVE ALUMINUM	9 LOCATIONS PER PLAN
PARKING SIGN PS-8		18' X 24' POST-MOUNTED Ø80" ENGINEERING GRADE REFLECTIVE ALUMINUM	2 LOCATIONS PER PLAN
PARKING SIGN PS-9		18' X 24' POST-MOUNTED Ø80" ENGINEERING GRADE REFLECTIVE ALUMINUM	2 LOCATIONS PER PLAN
PARKING SIGN PS-10 MMUTCD CODE R6-1		24' X 24' POST-MOUNTED Ø80" ENGINEERING GRADE REFLECTIVE ALUMINUM	6 LOCATIONS PER PLAN

1. REFER TO EXHIBIT A IN THE WRITTEN PARKING PLAN FOR THE SHARED PARKING AGREEMENT WITH THE TENANT THAT OCCUPIES 2200 W. ELEVEN MILE RD. AND SUITE B IN 2222 W. ELEVEN MILE RD (KIRCO MANAGEMENT INC). THIS AGREEMENT IS IN RELATION TO THE NEW COMBINED PARKING LOT BETWEEN THE TWO BUILDINGS (PARKING SPACES #1 THROUGH #19). BOTH BUILDING ARE OWNED BY OPERATION GROW LLC.

2. REFER TO EXHIBIT B IN THE WRITTEN PARKING PLAN FOR THE SHARED PARKING AGREEMENT WITH THE TENANT THAT OCCUPIES 2290 W. ELEVEN MILE RD. (BERKLEY MASONIC TEMPLE). THIS AGREEMENT IS IN RELATION TO THE EXISTING PARKING LOT TO THE WEST OF THE DISPENSARY (PARKING SPACES #20 THROUGH #39). THIS BUILDING IS OWNED BY THE BERKLEY MASON TEMPLE ASSOCIATION.

3. BUTTER EMPLOYEES WILL PARK OFF-SITE AND BE SHUTTLED TO AND FROM THE DISPENSARY AT THE BEGINNING AND END OF THEIR SHIFTS. BUTTER WILL ALSO OFFER INCENTIVES FOR EMPLOYEES TO WALK, BIKE, CARPOOL, AND TAKE RIDESHARE SERVICES TO AND FROM WORK. REFER TO THE WRITTEN PARKING PLAN AND EXHIBITS C AND D FOR MORE INFORMATION REGARDING EMPLOYEE PARKING.

PER SECTION 138-219 - OFF-STREET PARKING REQUIREMENTS OF THE BERKLEY ZONING ORDINANCE:

RETAIL STORE (2222 SUITE A):
ONE PER 225 SQUARE FEET OF USABLE FLOOR AREA

WHOLESALE AND WAREHOUSE ESTABLISHMENTS (2222 SUITE B & 2200):
ONE PER 250 SQUARE FEET OF USABLE FLOOR AREA

PROPOSED RENOVATION TO 2222 WEST ELEVEN MILE ROAD:

TOTAL AREA OF BUILDING (SQUARE FEET):

SUITE A: 3,438 GROSS X (0.7) =	2,407 USABLE FLOOR AREA
SUITE B: 797 GROSS X (0.7) =	558 USABLE FLOOR AREA
2,407 / 225 =	10.7
558 / 250 =	2.2

SUBTOTAL
10.7 + 2.2 = 12.9 (ROUND UP TO 13)

EXISTING BUILDING & USE AT 2200 WEST ELEVEN MILE ROAD:

3,780 GROSS X (0.7) =	2,646 USABLE FLOOR AREA
2,646 / 250 =	10.6 (ROUND UP TO 11)

SECTION 138-218 - SHARED PARKING/PARKING WAIVERS

(a) IN COMPUTING CAPACITIES FOR ANY JOINT USE, THE OFF-STREET PARKING REQUIREMENT IS THE SUM OF THE INDIVIDUAL REQUIREMENTS THAT WILL OCCUR AT THE SAME TIME. IN COMPUTING THE REQUIRED PARKING SPACES FOR THE TOTAL OF JOINT OFF-STREET PARKING, THE TOTAL SPACES REQUIRED MAY BE REDUCED BY THE ZONING OFFICER WHENEVER THE FACILITIES SERVED DO NOT OPERATE DURING THE SAME HOURS OF THE DAY OR NIGHT AND IT CAN BE CLEARLY ESTABLISHED THAT A SIMULTANEOUS NEED FOR JOINT USE PARKING WILL NOT OCCUR.

KIRCO (THE TENANT OCCUPYING THE 2200 W ELEVEN MILE BUILDING) USES THE 2200 BUILDING FOR STORAGE AND ONLY NEEDS TO ACCESS IT IN THE EARLY MORNING BEFORE BUTTER WILL BE OPEN, AND ONLY NEEDS ONE OR TWO PARKING SPACES AT A TIME IN ADDITION TO THE CLEAR UNLOADING SPACE IN FRONT OF THE OVERHEAD DOOR ON THEIR BUILDING. REFER TO THE SHARED PARKING AGREEMENT (EXHIBIT A) IN THE WRITTEN PARKING PLAN FOR MORE DETAILS.

THEREFORE, SINCE THE TWO BUILDINGS OPERATE DURING DIFFERENT HOURS, THE MAXIMUM PARKING SPACES NEEDED AT ANY TIME PER THE REQUIREMENTS OF THE ORDINANCE IS 13 SPACES.

PER SECTION 138-220(B) - PARKING DIMENSIONS OF THE BERKLEY ZONING ORDINANCE. NO MORE THAN 30 PERCENT OF THE REQUIRED PARKING SPACES MAY BE 8' X 16' FOR COMPACT CAR SPACES.

(0.3) X (13) = 3.9

THEREFORE, NO MORE THAN 3 OF THE 13 SPACES MAY BE COMPACT SPACES.

PER SECTION 138-221 OF THE BERKLEY ZONING ORDINANCE, 1 BARRIER FREE PARKING SPACE IS REQUIRED FOR PARKING LOTS WITH UP TO 25 SPACES.

THEREFORE, 1 BARRIER FREE SPACE IS REQUIRED.

PER SECTION 138-268 - PARKING CREDIT OF THE BERKLEY ZONING ORDINANCE. BICYCLE PARKING MAY BE USED TO REDUCE THE NUMBER OF REQUIRED OFF-STREET PARKING SPACES. EXISTING DEVELOPMENTS MAY ELECT TO REDUCE THE REQUIRED OFF-STREET PARKING BY TWO CAR PARKING SPACES BY PROVIDING FOUR BICYCLE PARKING SPACES.

PARKING FOR 4 BIKES IS PROVIDED, THEREFORE THE REQUIRED NUMBER OF PARKING SPACES IS REDUCED TO 11. BUT 19 SPACES ARE PROVIDED.

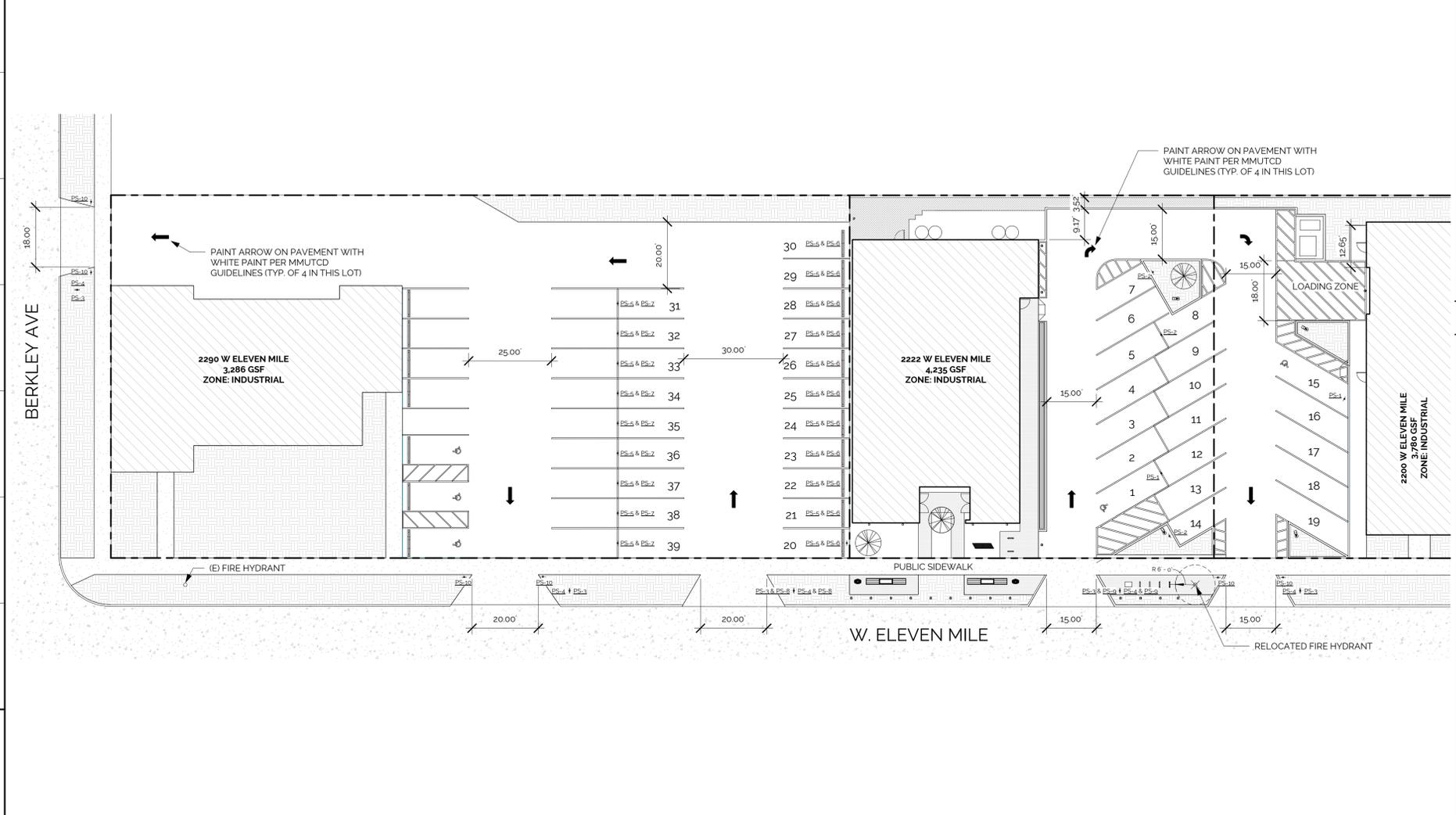
PROPOSED PARKING SPACES ON THE COMBINED SITE OF 2200 AND 2222 W. ELEVEN MILE RD.

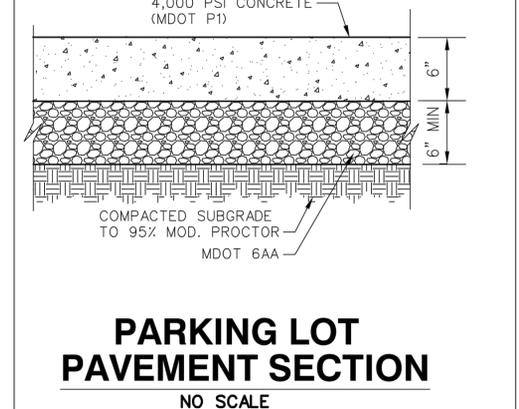
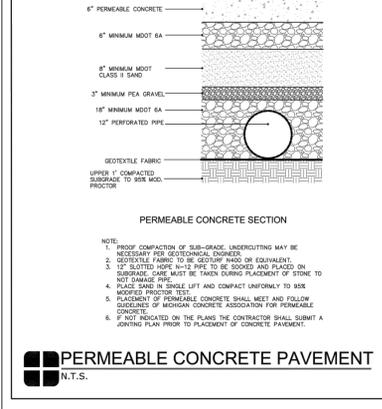
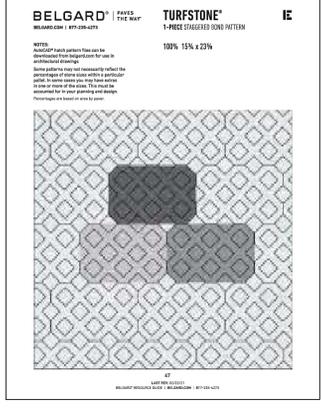
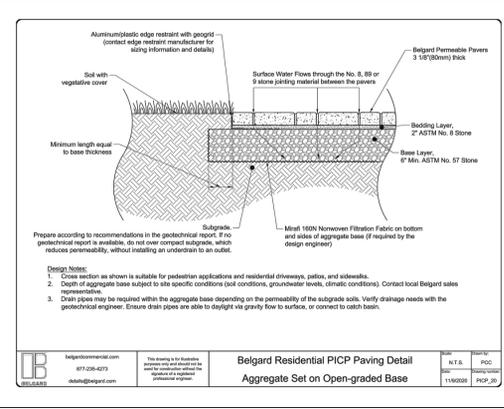
14 STANDARD SPACES, 3 COMPACT SPACES, 1 BARRIER-FREE VAN ACCESSIBLE SPACE, 1 STANDARD BARRIER-FREE FOR A TOTAL OF 19 SPACES (COMPLIES)

IN ADDITION TO THE 19 SPACES LISTED ABOVE, BUTTER HAS A SHARED PARKING AGREEMENT THAT GIVES THEM ACCESS TO AN ADDITIONAL 11 SPACES DURING THEIR HOURS OF OPERATION AND AN ADDITIONAL 9 SPACES UNTIL 6 PM. REFER TO EXHIBIT B IN THE WRITTEN PARKING PLAN FOR MORE DETAIL REGARDING THE TERMS OF THIS AGREEMENT.

GENERAL NOTES - SHARED PARKING AGREEMENTS 8

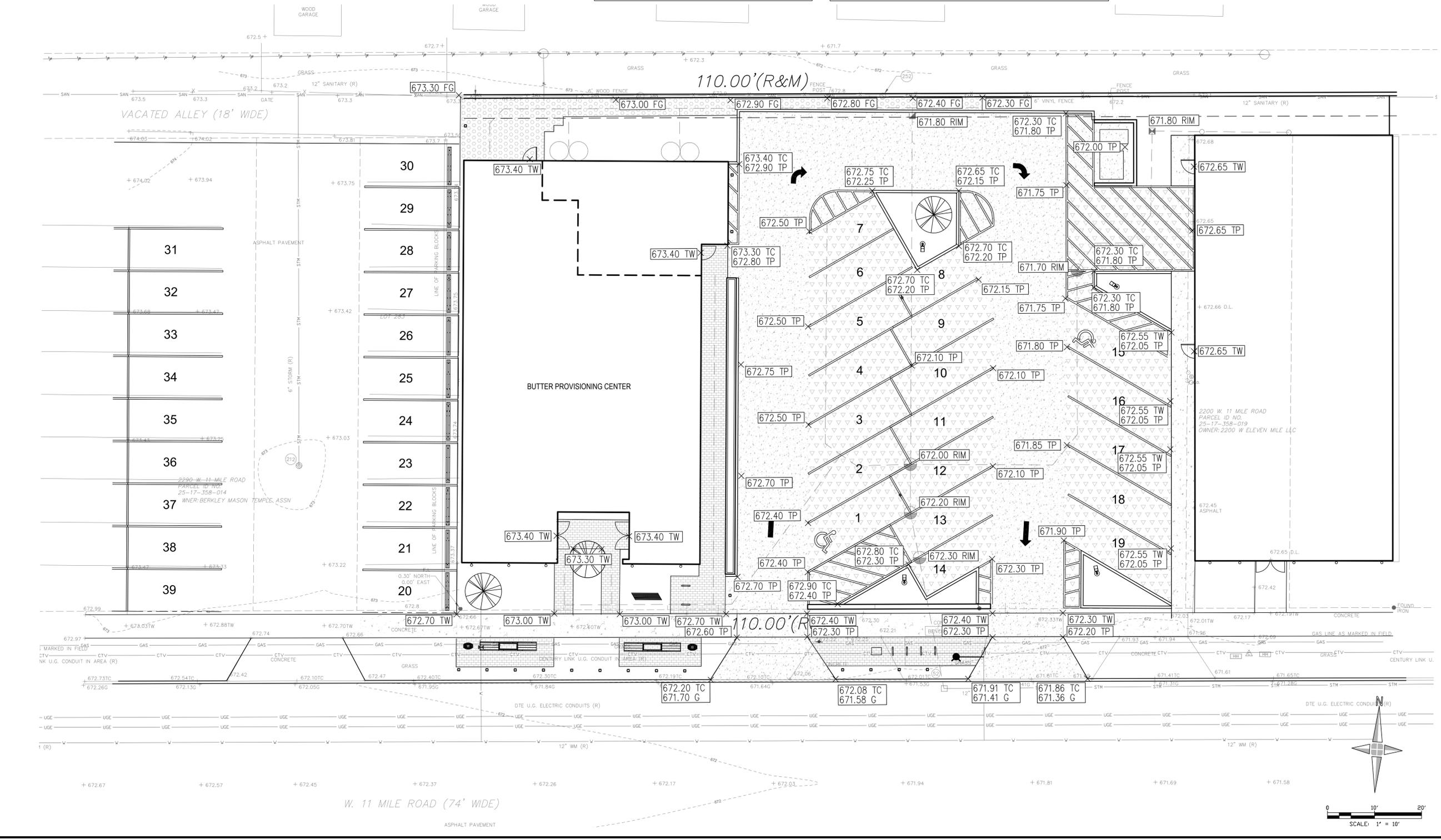
GENERAL NOTES - OFF-STREET PARKING REQUIREMENTS 2





LEGEND

672.65 TW	PR TOP OF WALK ELEV.
672.65 TP	PR TOP OF PAVEMENT ELEV.
672.65 TC	PR TOP OF CURB ELEV.
672.65 G	PR GUTTER ELEV.
672.65 FG	PR FINISHED GRADE ELEV.
[Pattern]	PR PERMEABLE CONCRETE
[Pattern]	PR 6" CONCRETE PAVEMENT
[Pattern]	PR 4" CONCRETE PAVEMENT
[Pattern]	PR PERMEABLE GRASS PAVERS
[Pattern]	PR PERMEABLE BRICK PAVERS



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Manager: JKA
Designer: JKA
Quality Control: MP
Section: 17 & 20
T-01-N R-11-E



DATE	ISSUE
04.22.2022	Submit for Site Plan Approval
04.29.2022	Rev. 01
05.27.2022	Revised Site Plan Review Drawings

Developed For:
Operation Grow LLC
d.b.a.
Butter Provisioning Center
3249 Wakefield Rd.
Berkley, MI 48072
danny@operationgrow.biz

GRADING AND PAVING PLAN

Butter Provisioning Center

CITY OF BERKLEY
OAKLAND COUNTY
MICHIGAN

Date: 04.22.2022
Scale: 1"=10'
Sheet: C/1.04
Project: 19823.10

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PER SECTION 138-526 - SCHEDULE OF REGULATIONS OF THE BERKLEY ZONING ORDINANCE:

MAXIMUM BUILDING HEIGHT: 40'

MAXIMUM LOT COVERAGE: NO MAXIMUM

SETBACKS:

FRONT (SOUTH): 10'
 SIDE (EAST): NONE REQUIRED FOR INTERIOR LOTS
 SIDE (WEST): NONE REQUIRED FOR INTERIOR LOTS
 REAR (NORTH): 10'

PROPOSED DEVELOPMENT:

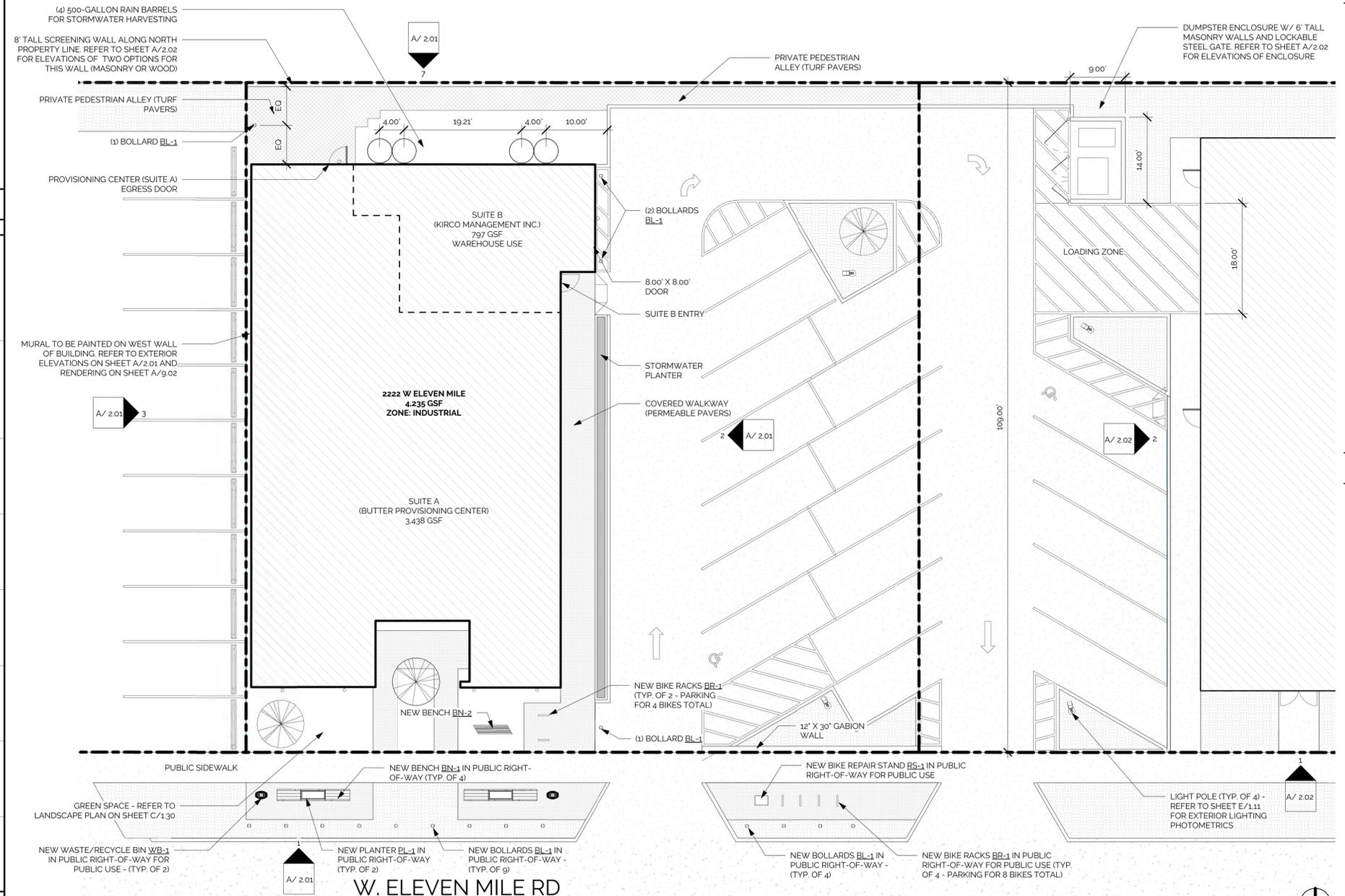
HEIGHT OF BUILDING: 16'-8" **[COMPLIES]**

FRONT SETBACK: 10'-7" **[COMPLIES]**
 SIDE SETBACK (EAST): 53'-0" **[COMPLIES]**
 SIDE SETBACK (WEST): NONE **[COMPLIES]**
 REAR SETBACK: 12'-9" **[COMPLIES]**

GENERAL NOTES - SCHEDULE OF REGULATIONS 12

TAG	IMAGE	MFR. / MODEL / COLOR	QUANTITY
BOLLARD BL-1		LANDSCAPE FORMS / METRO 40 COLLECTION - STOP BOLLARD / BUTTERCUP (GLOSS)	17 LOCATIONS PER PLAN
BIKE RACK BR-1		LANDSCAPE FORMS / KEY BIKE RACK YELLOW	6 LOCATIONS PER PLAN
BIKE REPAIR STATION BS-1		CYCLEHOOP / PUBLIC BIKE REPAIR STAND / GREY RAL 7045	1 LOCATION PER PLAN
BENCH BN-1		LANDSCAPE FORMS / GUS 18" HIGH STRAIGHT W/ SEAT INSERT / BLACK & ASH	4 LOCATIONS PER PLAN
BENCH BN-2		LANDSCAPE FORMS / PARALLEL 42 - LEFT 30 / BUTTERCUP & ASH	1 LOCATION PER PLAN
PLANTER PL-1		LANDSCAPE FORMS / GUS 18" HIGH STRAIGHT / BLACK	2 LOCATIONS PER PLAN
PLANTER PL-2		LANDSCAPE FORMS / LENA / GREY	1 LOCATION PER PLAN
WASTE BIN WB-1		LANDSCAPE FORMS / METRO 40 COLLECTION - COLLECT LITTER / BUTTERCUP & BLACK	2 LOCATIONS PER PLAN

SCHEDULE - STREETSCAPE ELEMENTS 10



W. ELEVEN MILE RD

SITE PLAN - STREETSCAPE ELEMENTS 1



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SITE PLAN - STREETSCAPE
 ELEMENTS

REVISED SITE PLAN REVIEW DRAWINGS

SHEET NUMBER 10 OF 21



PROJECT ISSUE DATE:

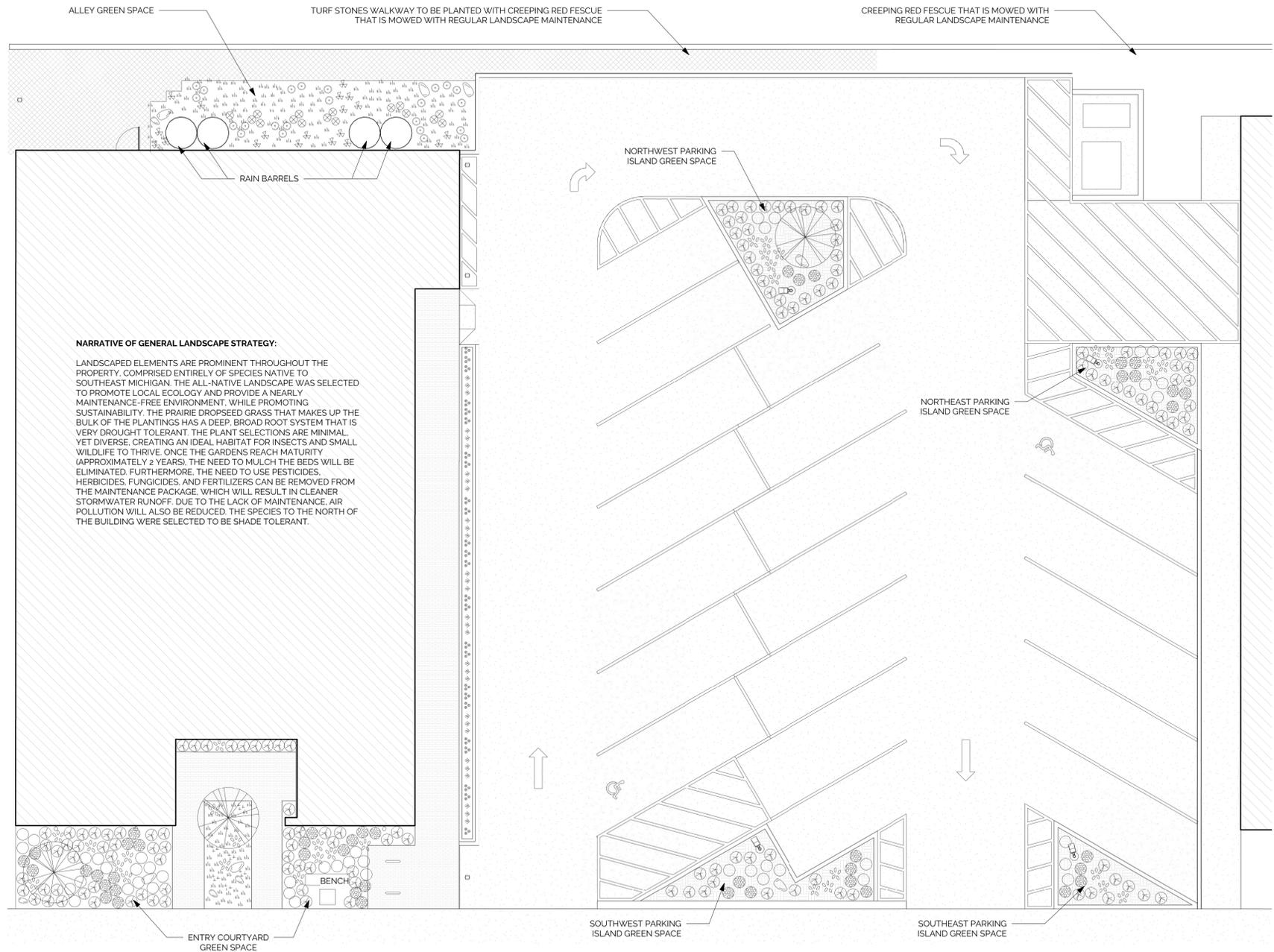
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- 04 / 29 / 2022
- 05 / 27 / 2022

C/
 1.06

1. REFER TO THE ROOF PLAN ON SHEET A/140 FOR INFORMATION AND A CROSS SECTION OF THE GREEN ROOF.
2. REFER TO THE EXTERIOR RENDERINGS ON SHEET A/9.01 AND A/9.02 FOR PHOTOREALISTIC DEPICTIONS OF THE LANDSCAPED GREEN SPACES.

GENERAL NOTES - LANDSCAPE PLAN 12

IMAGE	SYMBOL	SPECIES / CULTIVAR / TYPE	SIZE / SPACING
		MULTI-STEM EASTERN REDBUOD <i>CERCIS CANADENSIS</i> NATIVE DECIDUOUS TREE	6' - 8' LOCATION PER PLAN
		PRAIRIE DROPSEED <i>SPOROBOLUS HETEROLEPIS</i> NATIVE PRAIRIE GRASS	2 GALLON 18" - 24" O.C.
		PENNSYLVANIA SEDGE <i>CAREX PENNSYLVANICA</i> NATIVE FLOWERING PLANT	1 QUART 12" O.C.
		'UNMOWED' CREEPING RED FESCUE <i>FESTUCA RUBRA</i> NATIVE BUNCHGRASS	SEEDED
		NORTHERN OAK FERN <i>GYMNOCARPUM DRYOPTERIS</i> NATIVE DECIDUOUS FERN	1 GALLON 12" - 18" O.C.
		MARSH BLAZING STAR <i>LIASTRIS SPICATA</i> NATIVE FLOWERING PLANT	1 GALLON 18" - 24" O.C.
		WILD BEGONIAM 'BEE BALM' <i>MONARDA FITULOSA</i> NATIVE WILDFLOWER	1 GALLON 18" - 24" O.C.
		YELLOW CONEFLOWER <i>RATIBIDA PINNATA</i> NATIVE FLOWERING PLANT	1 GALLON 12" - 18" O.C.
		SHORT'S ASTER <i>SYMPHYOTRICHUM SHORTII</i> NATIVE FLOWERING PLANT	1 GALLON 12" O.C.
		WOOD GERANIUM <i>GERANIUM MACULATUM</i> NATIVE PERENNIAL PLANT	1 GALLON 12" O.C.
		SHOOTING STAR <i>DODECATHEON MEADIA</i> NATIVE FLOWERING PLANT	1 GALLON 12" - 18" O.C.
		PRAIRIE PHLOX <i>PHLOX PILOSA</i> NATIVE HERBACEOUS PLANT	1 QUART 12" O.C.
		LOCALLY SOURCED LANDSCAPE BOULDER	2' - 4'



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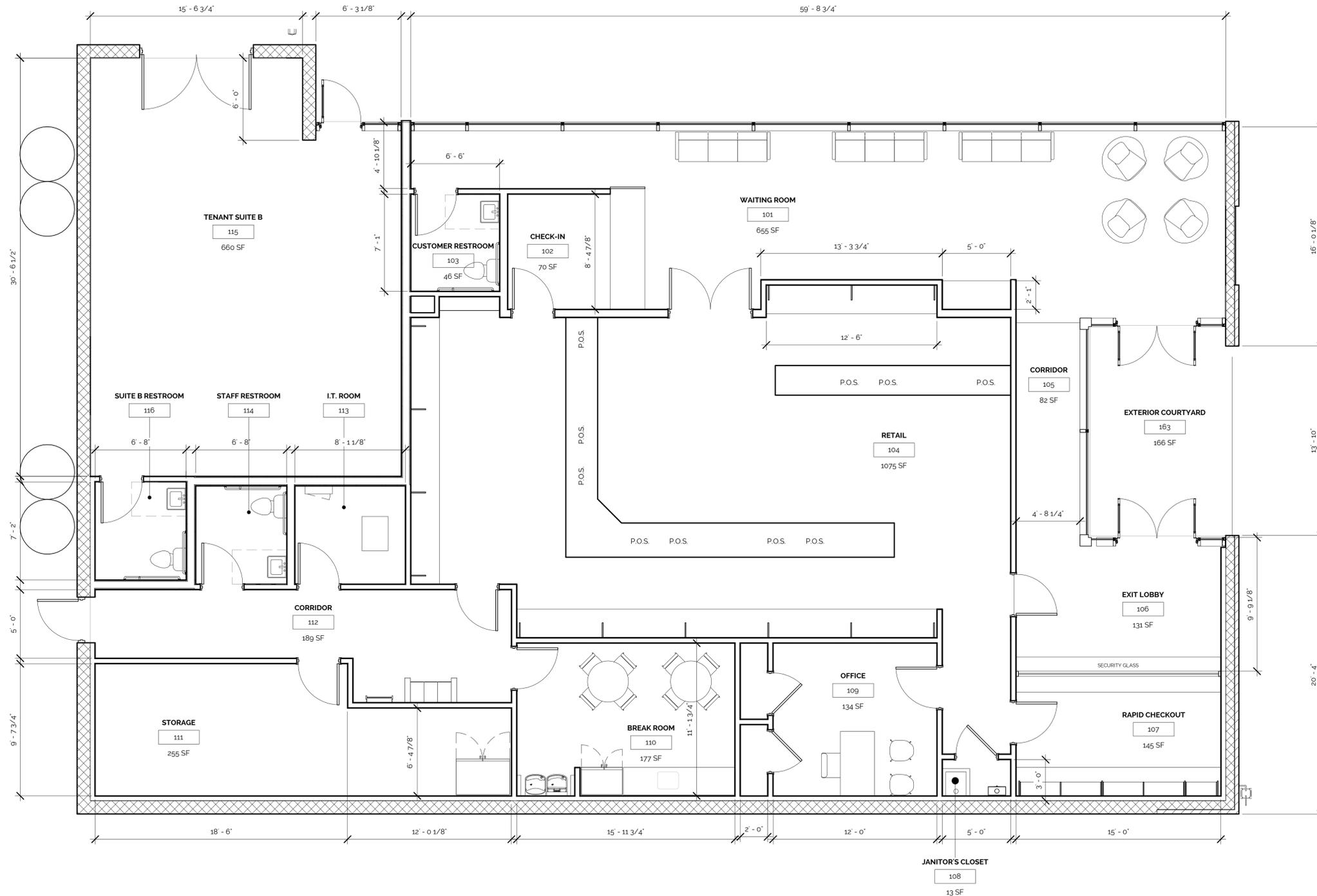
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LANDSCAPE PLAN
 REVISED SITE PLAN REVIEW DRAWINGS
 SHEET NUMBER 12 OF 21



PROJECT ISSUE DATE:
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1/ 1.00



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FLOOR PLAN - PROPOSED

REVISED SITE PLAN REVIEW DRAWINGS

SHEET NUMBER 13 OF 21



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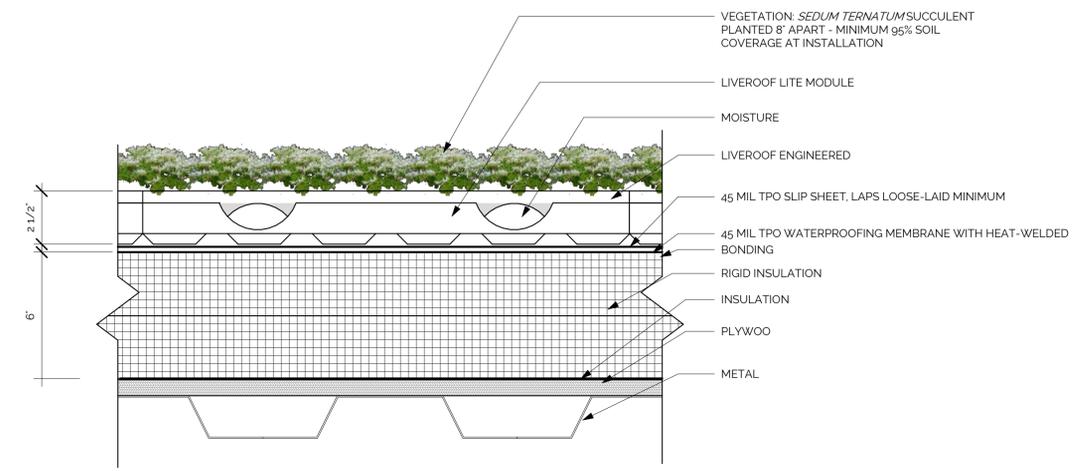
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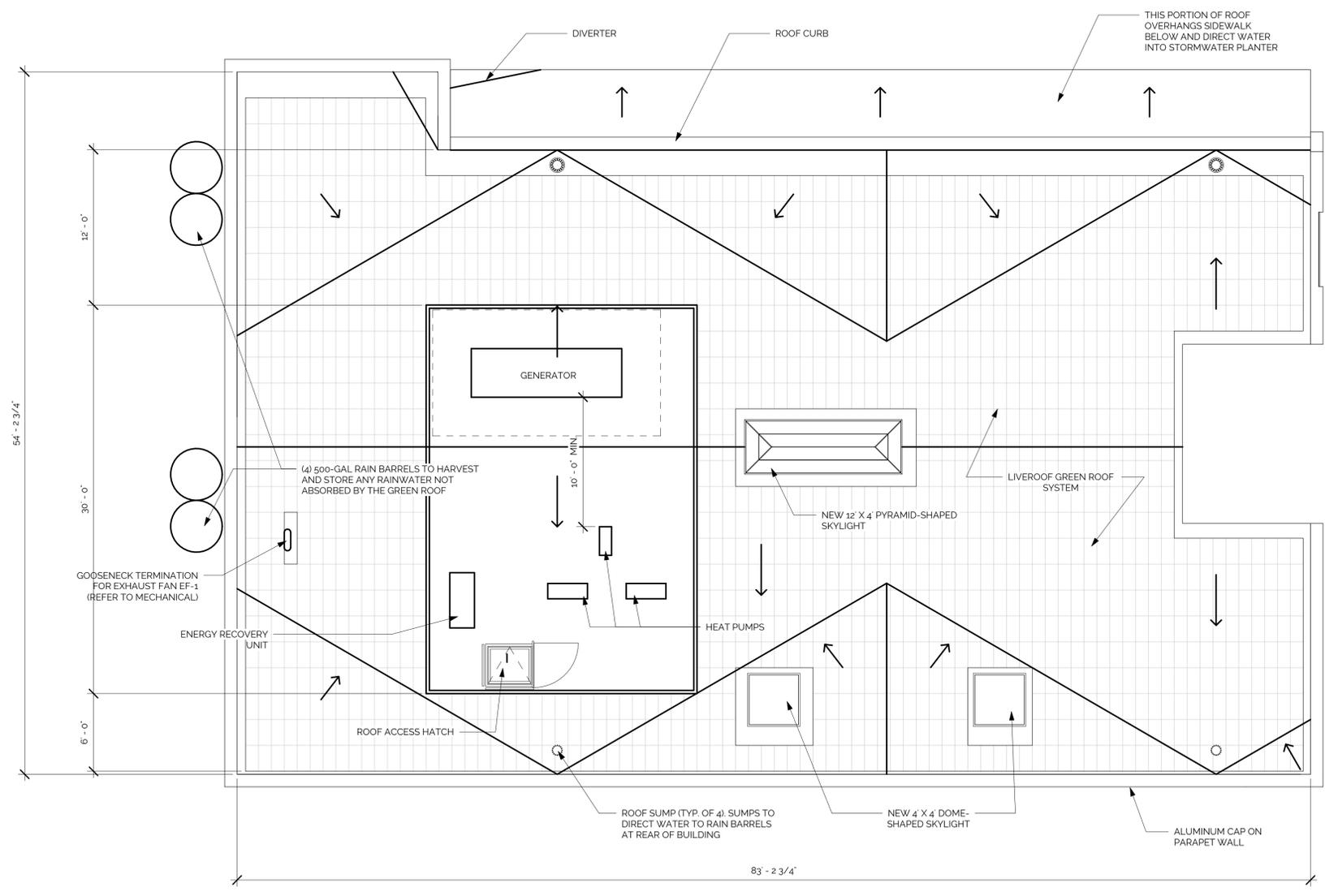
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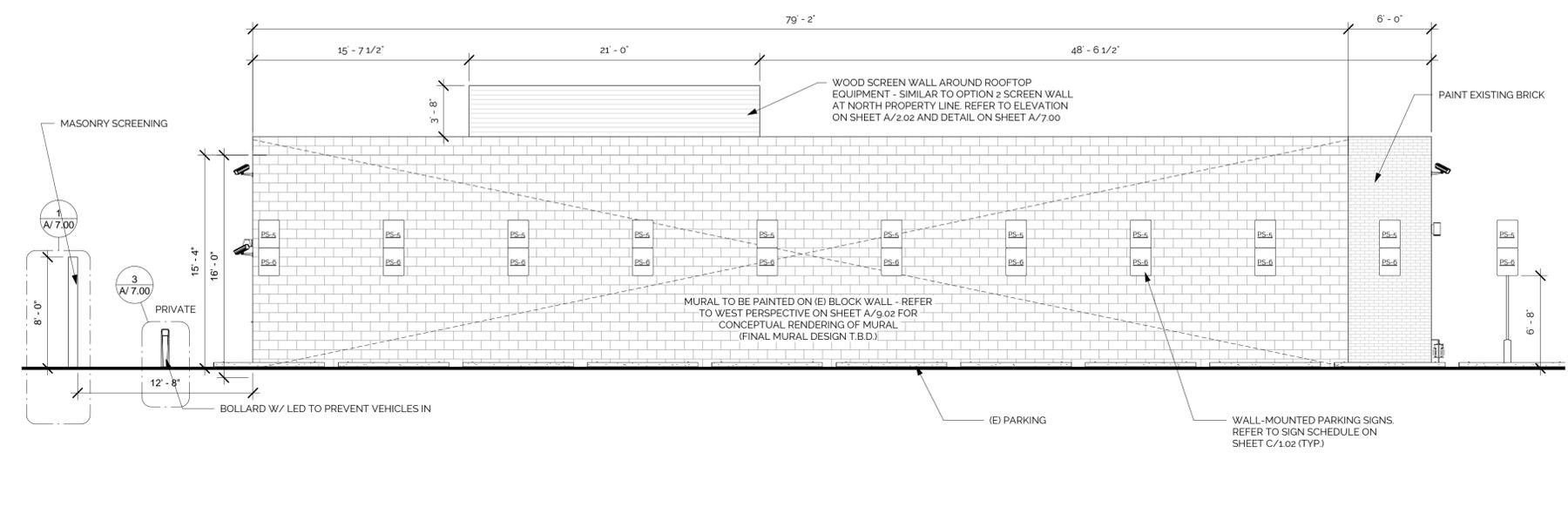
1. REFER TO SHEET C/1.05 FOR DOWNSPOUT LOCATIONS. ALL DOWNSPOUTS TO DIRECT WATER ONTO GRASS, LANDSCAPE, RAIN BARRELS, OR THE THE PROPOSED RESTRICTED OUTLET STRUCTURE.

DETAIL - GREEN ROOF 6
 3' - 1'-0"

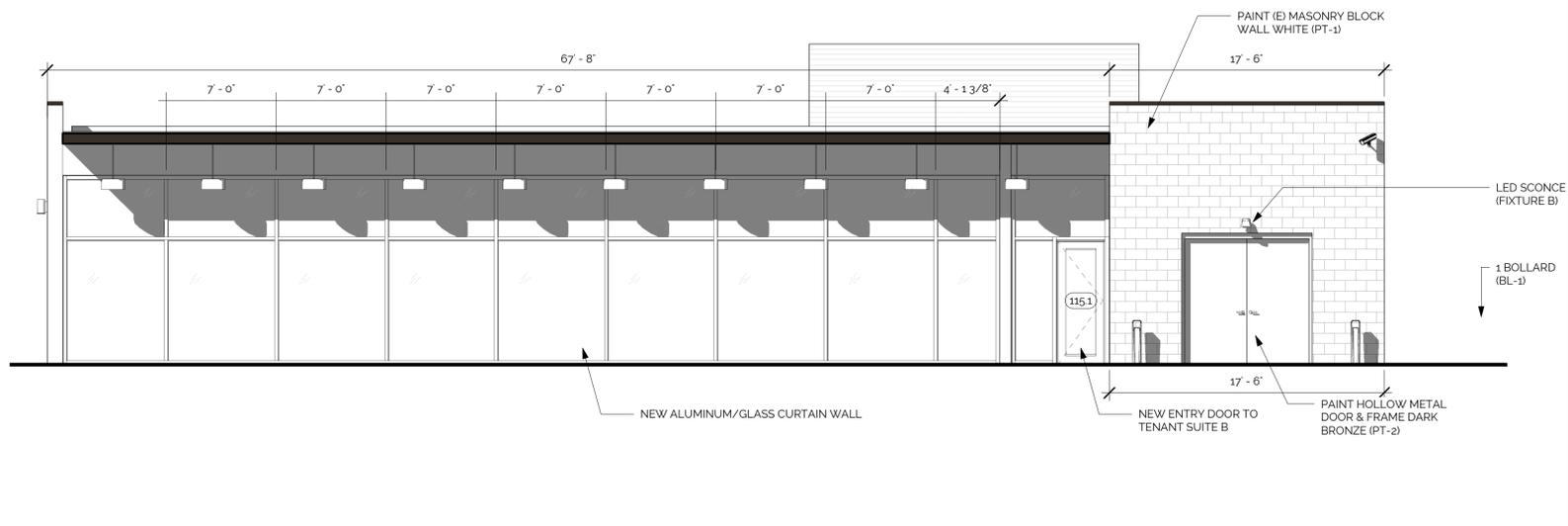
GENERAL NOTES - ROOF PLAN 3



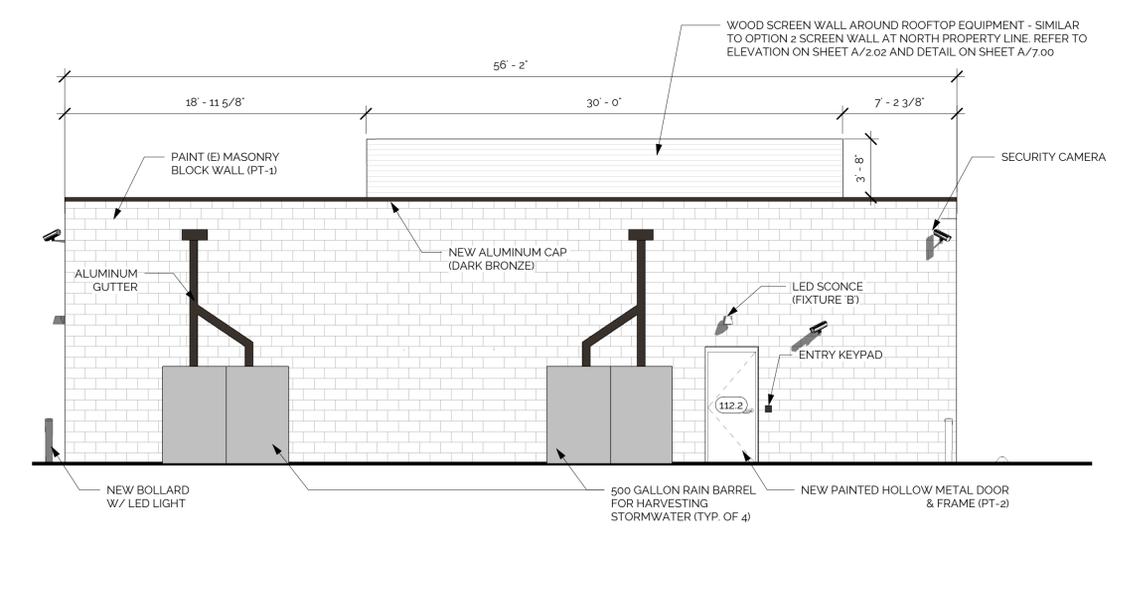
ROOF PLAN 1
 3/16" = 1'-0"



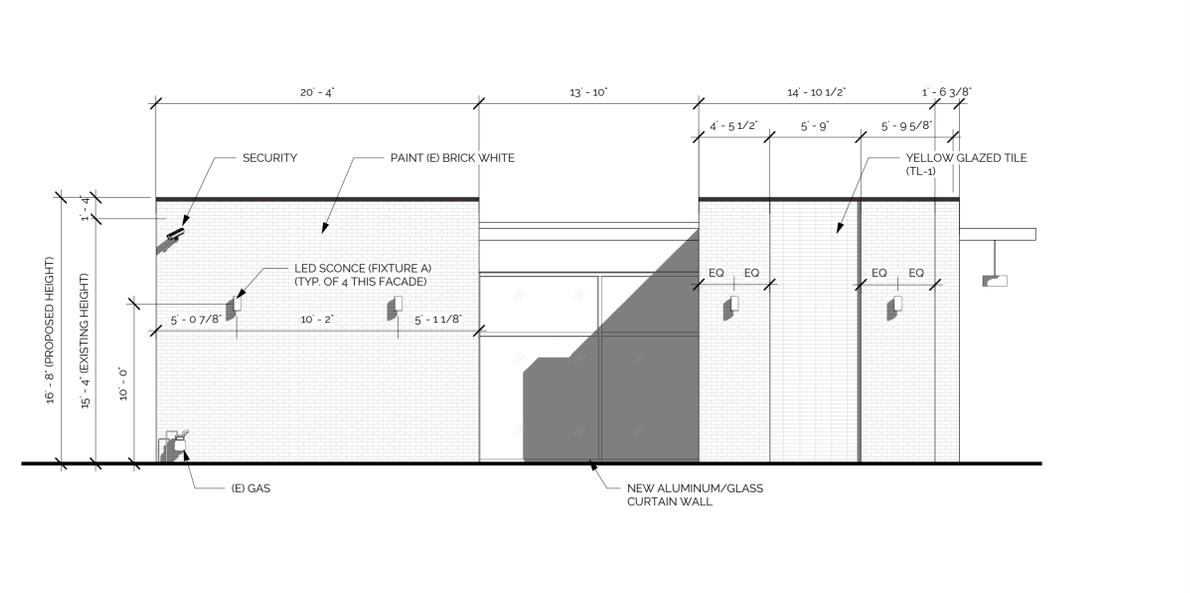
EXTERIOR ELEVATION - WEST
 3/16" = 1'-0" 3



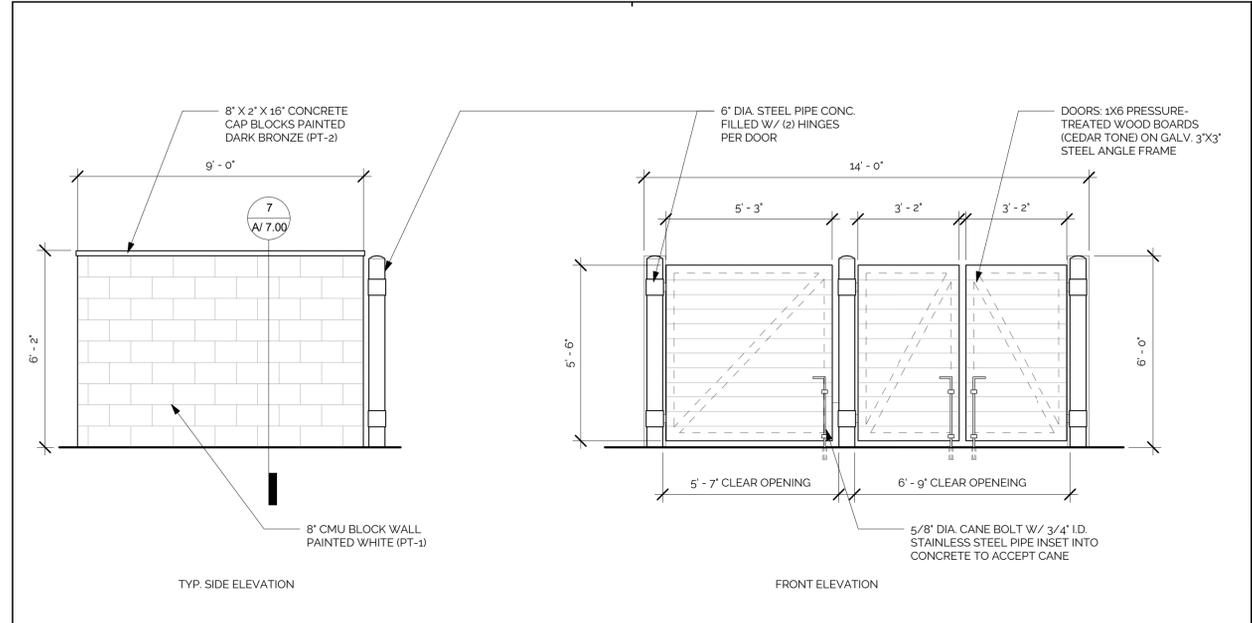
EXTERIOR ELEVATION - EAST
 3/16" = 1'-0" 2



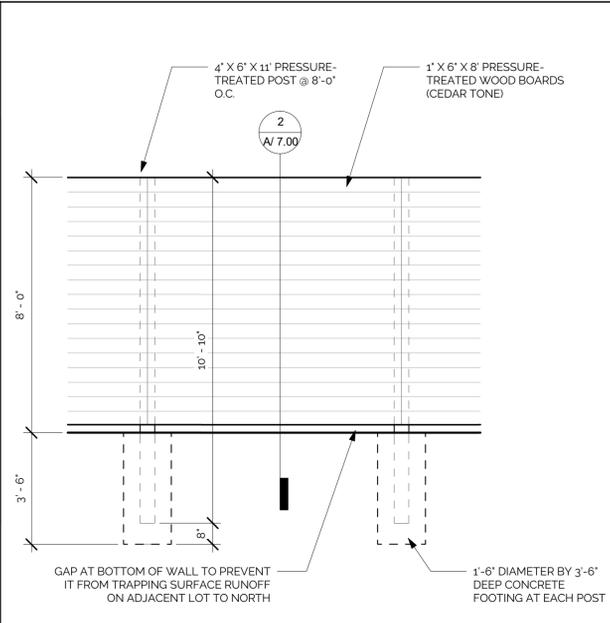
EXTERIOR ELEVATION - NORTH
 3/16" = 1'-0" 7



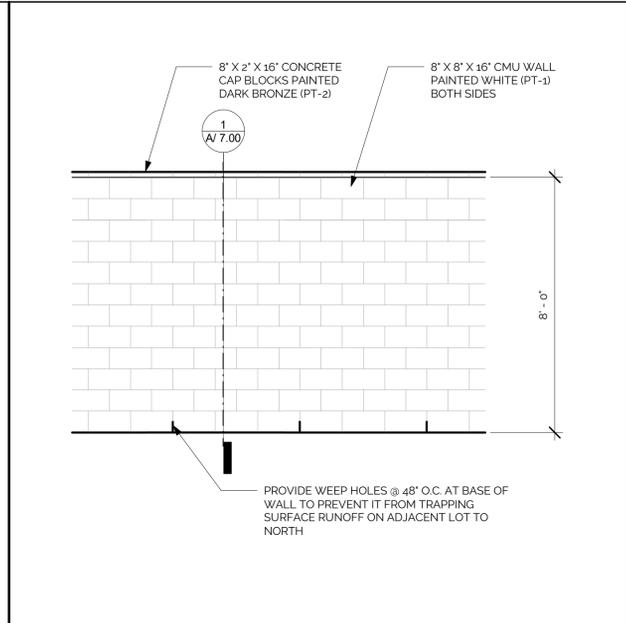
EXTERIOR ELEVATION - SOUTH
 3/16" = 1'-0" 1



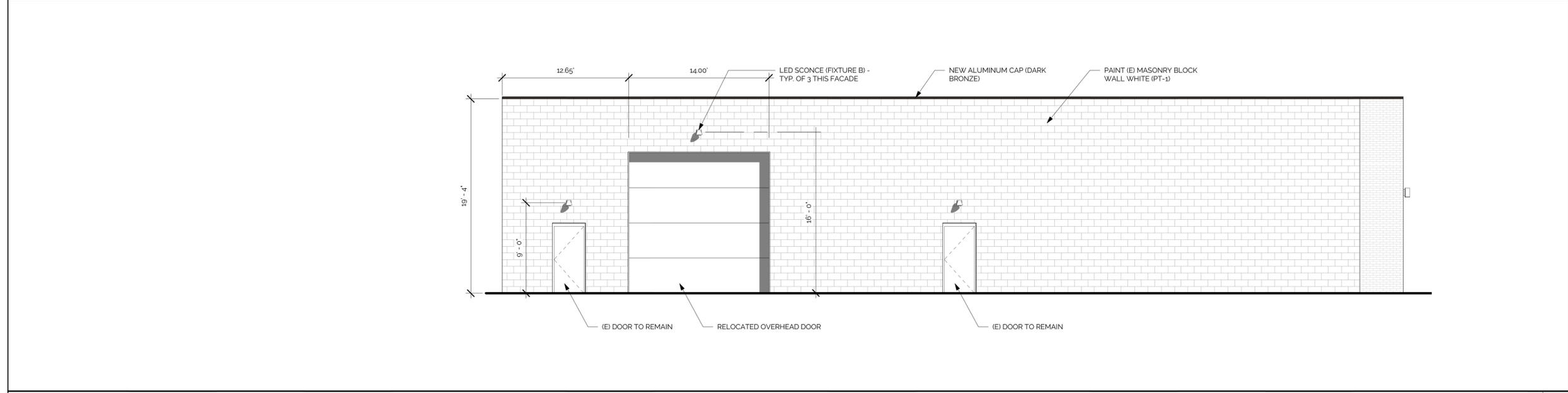
DUMPSTER ENCLOSURE - ELEVATIONS
3/8" = 1'-0" 9



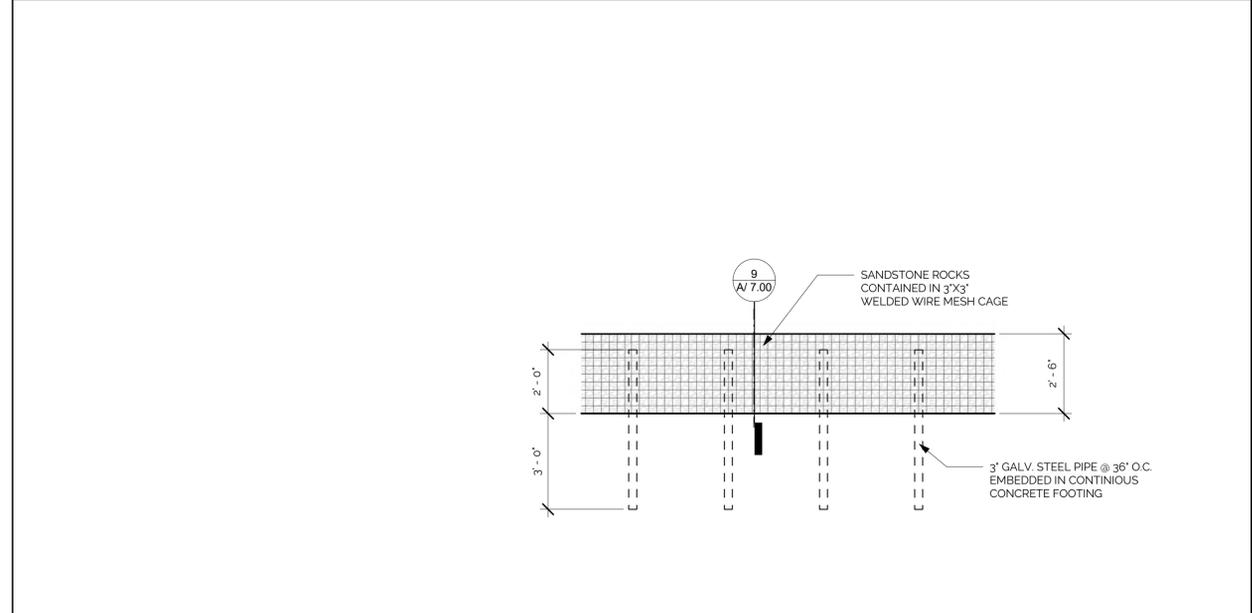
SCREEN WALL ELEVATION - OPTION 2
3/8" = 1'-0" 6



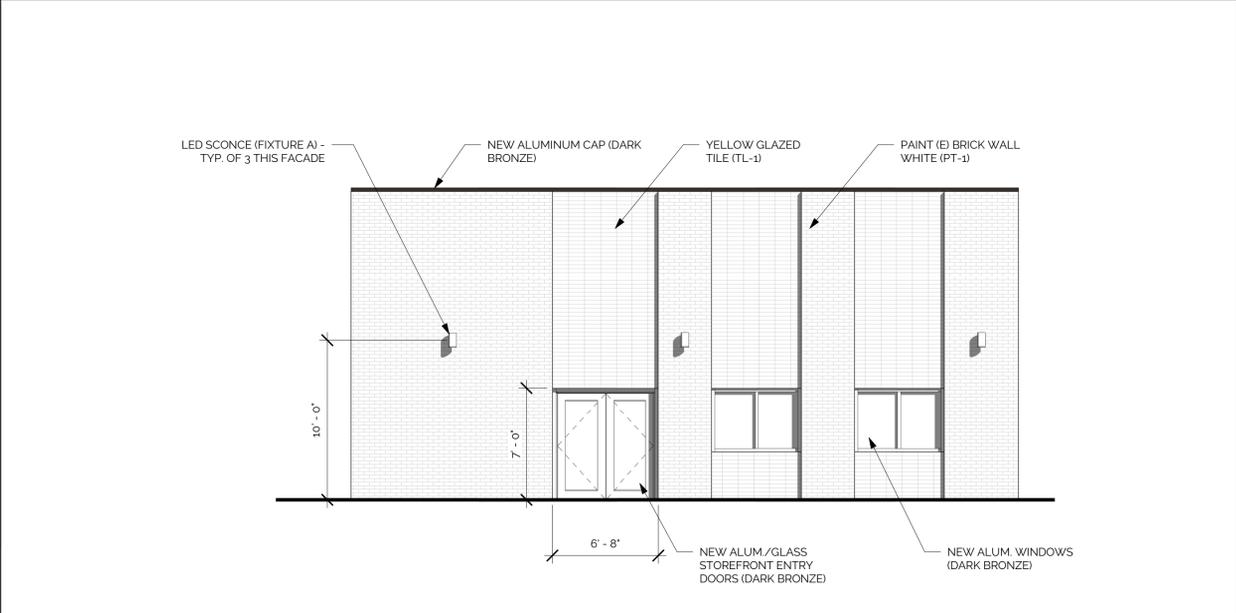
SCREEN WALL ELEVATION - OPTION 1
3/8" = 1'-0" 3



EXTERIOR ELEVATION - 2200 WEST
3/16" = 1'-0" 2



GABION WALL - ELEVATION
3/8" = 1'-0" 7



EXTERIOR ELEVATION - 2200 SOUTH
3/16" = 1'-0" 1



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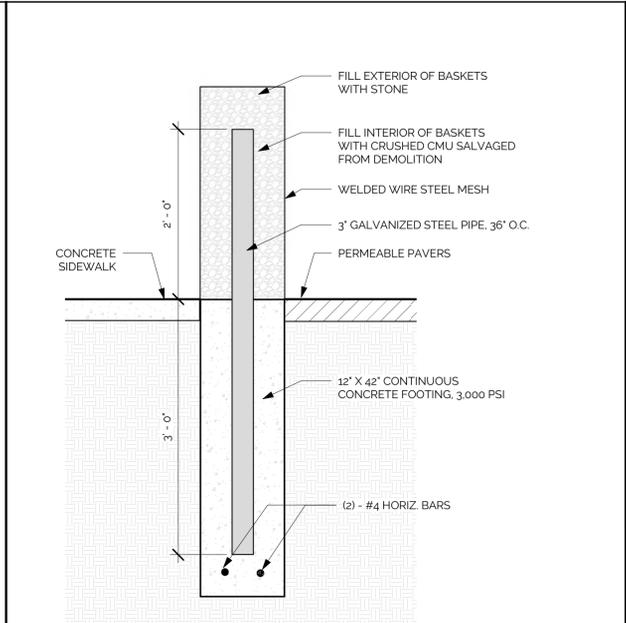
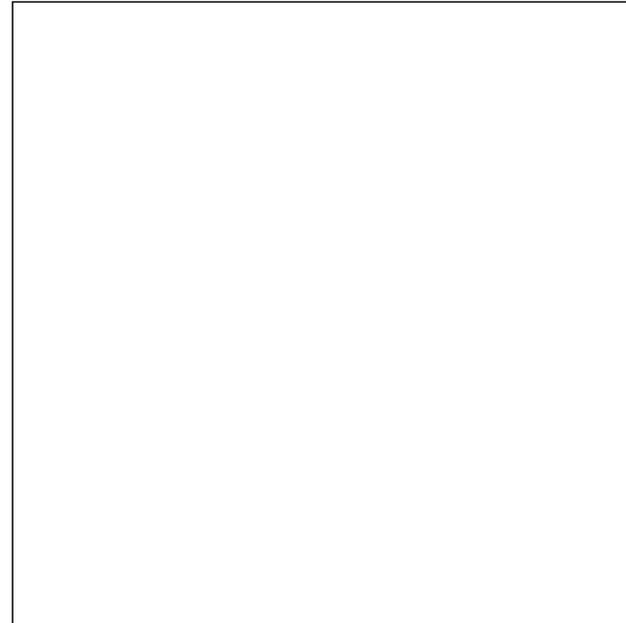
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EXTERIOR ELEVATIONS -
2200 W. 11 MILE
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SHEET NUMBER 16 OF 21

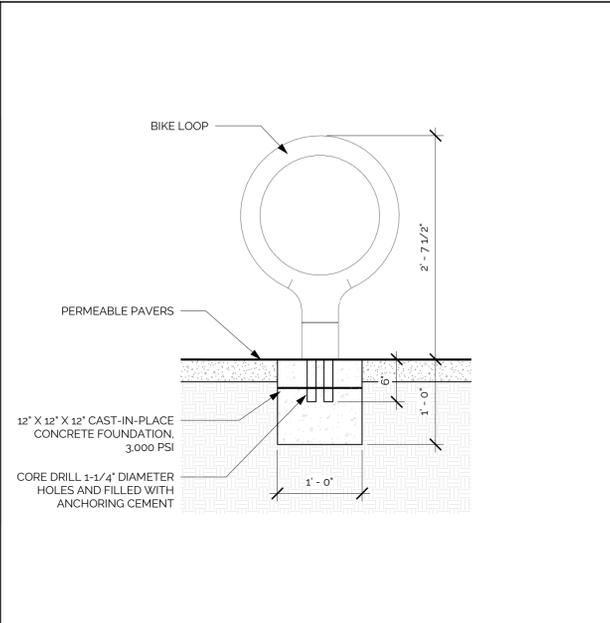


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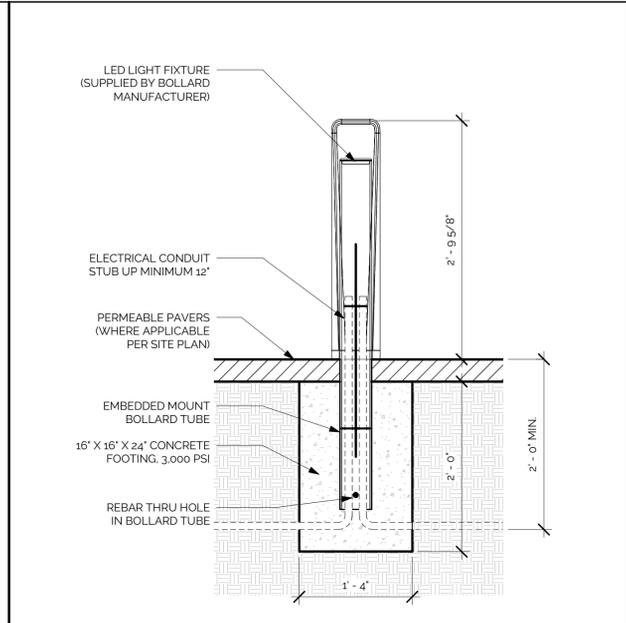
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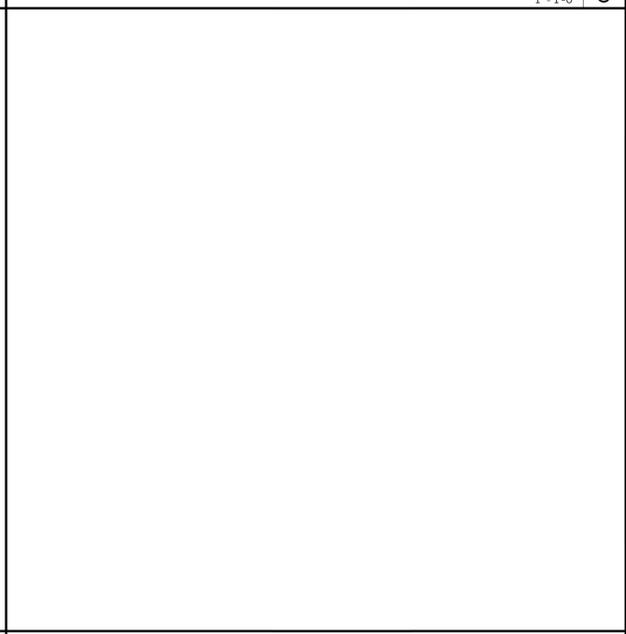
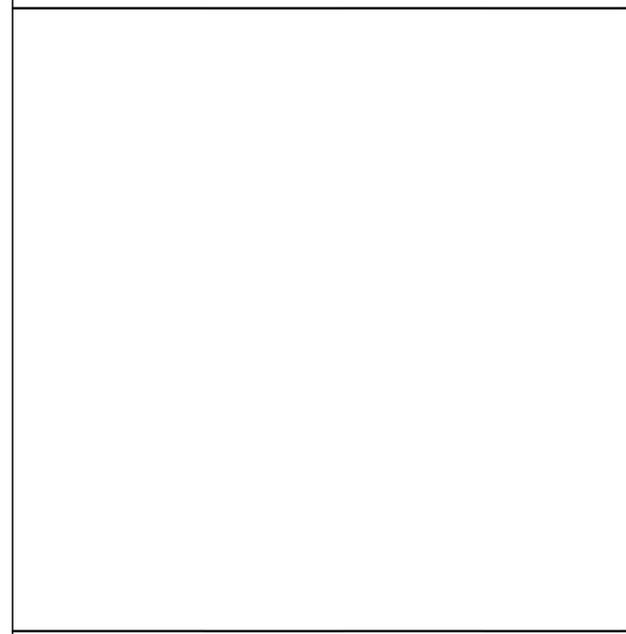
SECTION DETAIL - GABION WALL
 1' - 1'-0" 9



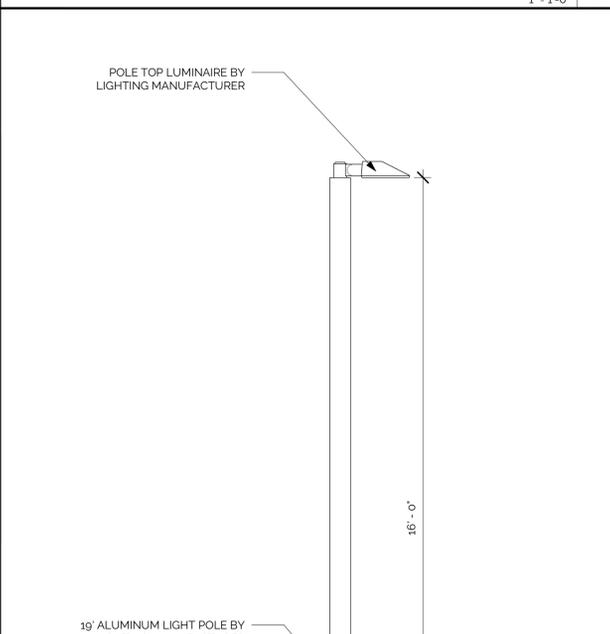
DETAIL - BIKE LOOP
 1' - 1'-0" 6



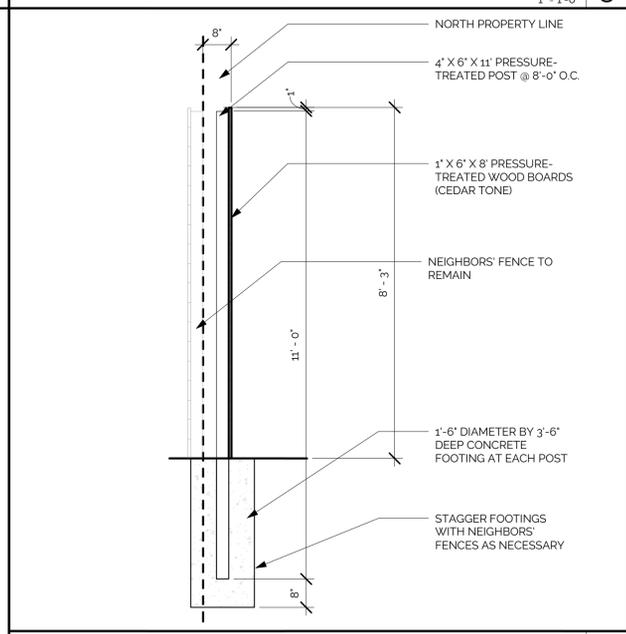
SECTION DETAIL - TYPICAL BOLLARD
 1' - 1'-0" 3



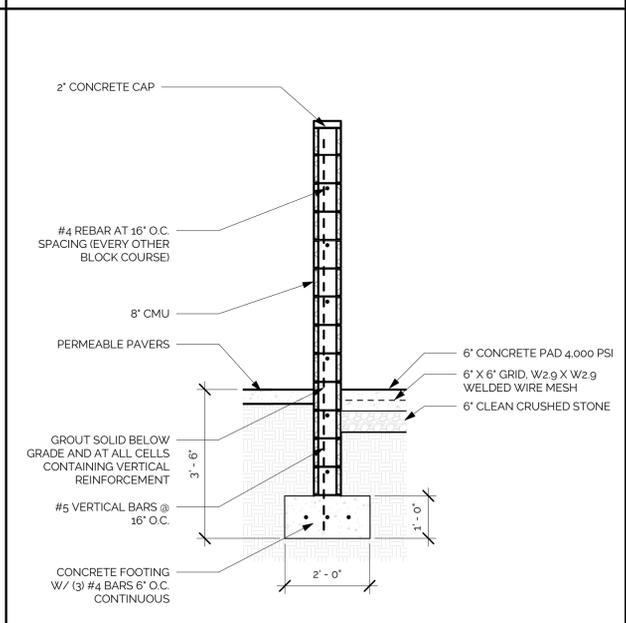
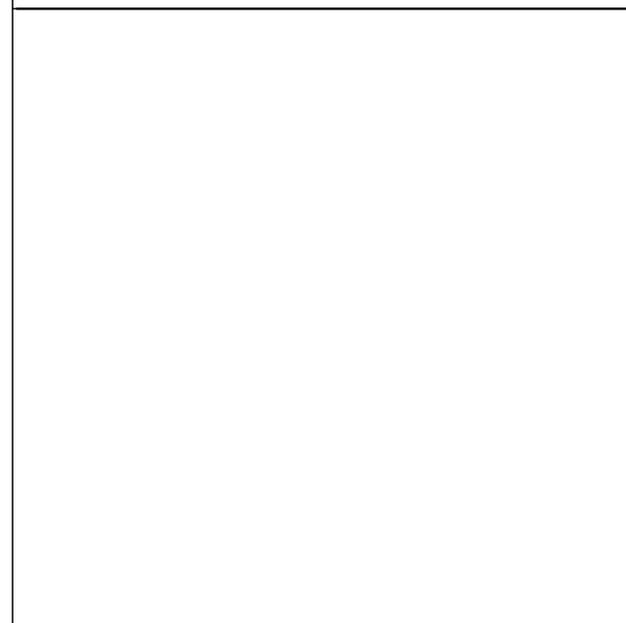
SECTION DETAIL - DUMPSTER ENCLOSURE
 1/2' - 1'-0" 7



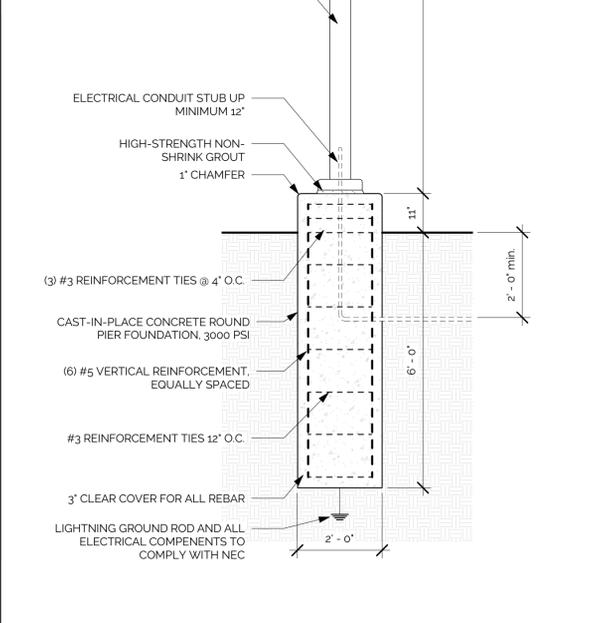
DETAIL - LIGHT POLE
 1/2' - 1'-0" 4



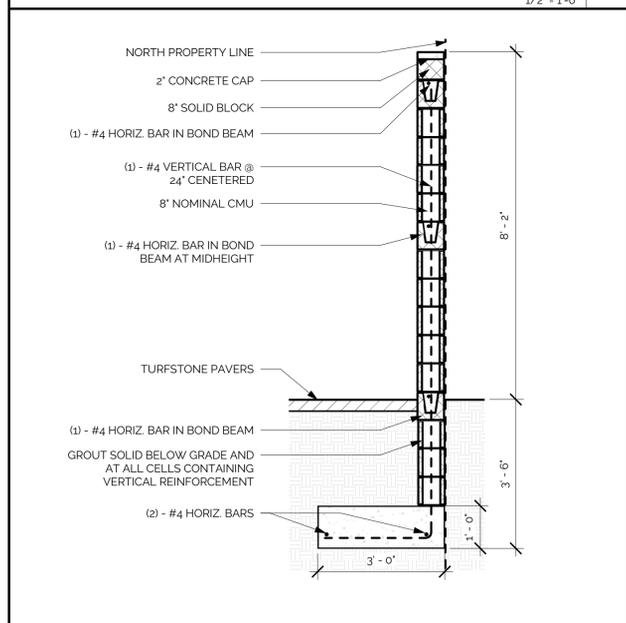
SECTION DETAIL - SCREEN WALL (OPTION 2)
 1/2' - 1'-0" 2



SECTION DETAIL - DUMPSTER ENCLOSURE
 1/2' - 1'-0" 7



DETAIL - LIGHT POLE
 1/2' - 1'-0" 4



SECTION DETAIL - SCREEN WALL (OPTION 1)
 1/2' - 1'-0" 1



NOTES:

1. REFER TO KEY NOTE LEGENDS ON SHEET A/9.02 FOR DESIGNATIONS OF STREETScape ADDITION TAGS (A, B, C, ETC.) AND PHYSICAL IMPROVEMENTS TAGS (1, 2, 3, ETC).
2. THESE RENDERINGS WERE COMPLETED FOR THE APPLICATION DOCUMENTS THAT WERE DATED 03/27/2020 AND DO NOT REFLECT CHANGES TO THE SITE PLAN THAT HAVE BEEN MADE SINCE

EXTERIOR PERSPECTIVE - SOUTH 2



NOTES:

1. REFER TO KEY NOTE LEGENDS ON SHEET A/9.02 FOR DESIGNATIONS OF STREETScape ADDITION TAGS (A, B, C, ETC.) AND PHYSICAL IMPROVEMENTS TAGS (1, 2, 3, ETC).
2. THESE RENDERINGS WERE COMPLETED FOR THE APPLICATION DOCUMENTS THAT WERE DATED 03/27/2020 AND DO NOT REFLECT CHANGES TO THE SITE PLAN THAT HAVE BEEN MADE SINCE

EXTERIOR PERSPECTIVE - EAST 1



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- 04 / 29 / 2022



REFER TO THE FOLLOWING TAGS IN THE RENDERINGS TO SEE DEPICTIONS OF THE PROPOSED STREETScape ADDITIONS.

- A. NEW BIKE LOOPS (NOT ALL BIKE LOOPS ARE VISIBLE IN RENDERING. REFER TO SITE PLAN FOR LOCATIONS OF ALL PROPOSED LOOPS)
- B. NEW PUBLIC BIKE REPAIR STAND
- C. NEW BENCH
- D. NEW PLANTER BOX
- E. NEW WASTE/RECYCLE BINS (NOT VISIBLE IN RENDERINGS - REFER TO SITE PLAN ON SHEET C/1.20 FOR LOCATIONS)
- F. NEW BOLLARDS WITH LED LIGHTING

REFER TO THE FOLLOWING TAGS IN THE RENDERINGS TO SEE DEPICTIONS OF THE PROPOSED PHYSICAL IMPROVEMENTS TO THE PROPERTY AND CONTIGUOUS AREAS AS PART OF THE NEW DEVELOPMENT.

- 1. NEW NON-INVASIVE TREE
- 2. PUBLIC ART
- 3. GREEN SPACE
- 4. PERMEABLE PAVERS (PARKING LOT AND SIDEWALKS)
- 5. TURF PAVERS (PUBLIC ALLEYWAY)
- 6. COURTYARD
- 7. NEW DUMPSTER/RECYCLING BIN ENCLOSURE

KEY NOTES - STREETScape ELEMENTS 5

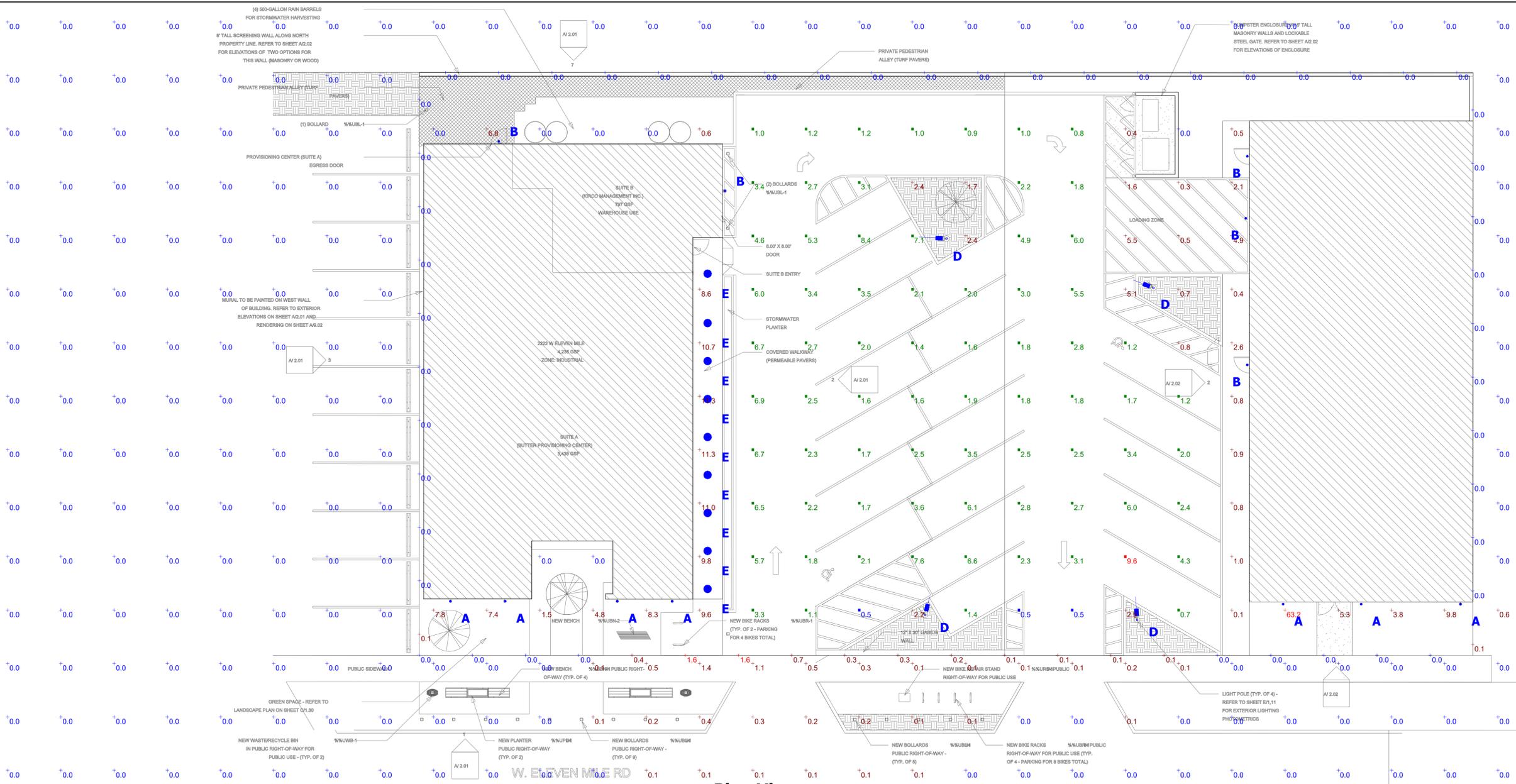
KET NOTES - PHYSICAL IMPROVEMENTS 2



NOTES:

- 1. REFER TO KEY NOTE LEGENDS ON SHEET A/9.02 FOR DESIGNATIONS OF STREETScape ADDITION TAGS (A., B. C., ETC.) AND PHYSICAL IMPROVEMENTS TAGS (1., 2., 3., ETC).
- 2. THESE RENDERINGS WERE COMPLETED FOR THE APPLICATION DOCUMENTS THAT WERE DATED 03/27/2020 AND DO NOT REFLECT CHANGES TO THE SITE PLAN THAT HAVE BEEN MADE SINCE
- 3. MURAL DEPICTED FOR CONCEPTUAL PURPOSES ONLY. FINAL MURAL DESIGN TO BE DETERMINED AND APPROVED BY APPROPRAITE CHANNELS.

EXTERIOR PERSPECTIVE - WEST 1



General Note

- SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT. SEE SCHEDULE FOR ADDITIONAL NOTES.
- CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"
- LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIREMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GASSER BUSH GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

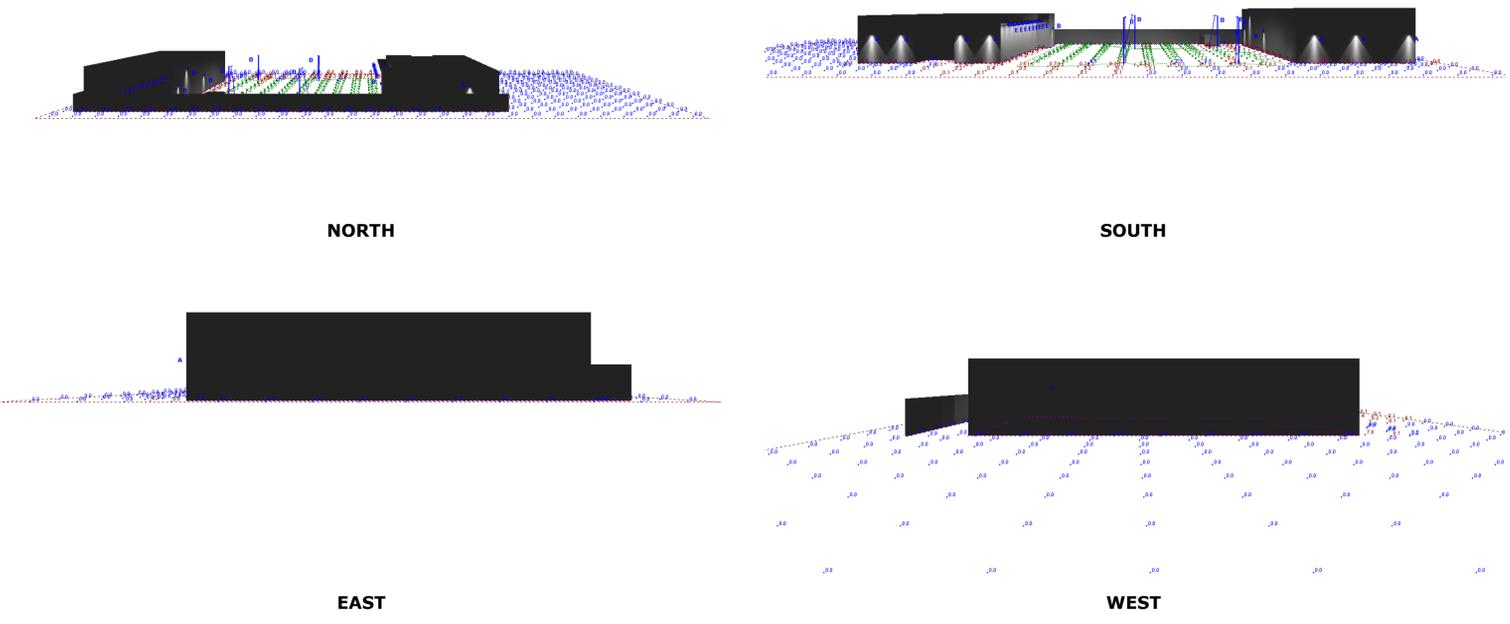
FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
PARKING AND DRIVES	■	3.1 fc	9.6 fc	0.5 fc	19.2:1	6.2:1	0.3:1
PROPERTY LINE	+	0.1 fc	1.6 fc	0.0 fc	N/A	N/A	0.1:1

Schedule										
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Lumens Per Lamp	Light Loss Factor	Wattage	MOUNTING HEIGHT
○	A	7	BEGA	24 035 K3	24 035 K3 ONE SIDED LIGHT OUTPUT EXTERIOR WALL SCONCE	LED	1725	0.9	21	10'
○	B	5	BEGA	24 034 K3	24 034 K3 ONE SIDED LIGHT OUTPUT EXTERIOR WALL SCONCE	LED	1106	0.9	15	9'
□	D	4	BEGA	84 407 K3	84 407 K3	LED	6671	0.9	61	16'
○	E	9	Visual Comfort Group/TECH	7000PROT9xx18BUNV	Outdoor Pendant	LED	2462	0.9	36.1	BOTTOM OF FIXTURE AT 13' (ORDER 12" STEM)



The Roton pendant makes an impressive design statement in the simplicity and scale of its cylindrical geometry. Featuring a spun aluminum body and subtle diffuser, the Roton pendant houses a powerful LED light source designed to deliver softly diffused down lighting for controlled and distinctive illumination.

- Outstanding protection against the elements:**
- Powder coat finishes
 - Stainless Steel mounting hardware
 - Impact-resistant, UV stabilized lensing
 - IP65 Rated

Adjustable distance from ceiling

SPECIFICATIONS

DELIVERED LUMENS	2554
WATTS	36
VOLTAGE	Universal 120-277V
DIMMING	0-10, ELV, TRIAC
LIGHT DISTRIBUTION	Symmetric
MOUNTING OPTIONS	Ceiling
ADJUSTABILITY	Adjustable stem length (3', 6" and 12") Integrated ball joints that accommodate slanted ceiling up to 45°
CCT	2700K, 3000K or 4000K
CRI	90+
COLOR BINNING	3 Step
ULC RATING	UL E85-C1
DMX	Non-compliant
WET LISTED	IP65
GENERAL LISTING	ETL
CALIFORNIA TITLE 24	Compliant (used to comply with CEC 2019 Title 24 Part 6 for outdoor use. Registration with CEC Appliance Database not required).
START TEMP	-30° C
FIELD SERVICEABLE LED	Yes
CONSTRUCTION	Aluminum
HARDWARE	Stainless Steel
FINISH	Powder Coat
LED LIFETIME*	L70 = 40,000 hours
WARRANTY**	5 Years
WEIGHT	9.8 lbs.

* LED lighting is certified to a minimum of 50,000 hours.
Please note, hanging outdoor fixtures are not meant for areas with high winds
which can cause damage to the fixture.

ORDERING INFORMATION

PRODUCT	SKU / CCT	WIDTH	FINISH	VOLTAGE
7900ROT	927 3000K, 2700K 18 18 2	18"	2 FINISH: BRZ, WHT, SLV, CUS	120V-277V
	990 3000K, 2700K 18 18 2	18"	2 FINISH: BRZ, WHT, SLV, CUS	120V-277V

PLEASE REFER TO THE FOLLOWING WEBSITE FOR THE LATEST PRODUCT INFORMATION: www.techlighting.com



Pole-top luminaire - asymmetric distribution

BEGA

Application
LED pole-top luminaires with twin head and asymmetric light distribution ideal for the illumination of roadways, squares, driveways and pedestrian areas while meeting full cut-off requirements. Slip fits 3" O.D. pole top of 160mm.

Materials
Luminaire housing and pole fitter constructed of die-cast marine grade, copper free (c.0.3% copper content) A360.0 aluminum alloy.
Clear safety glass
Reflector made of pure anodized aluminum
High temperature silicone gasket
Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations
Protection class IP65
Weight: 14.1 lbs.

EPA Effective projection area: 0.65 sq. ft.

Electrical
Operating voltage: 120-277V AC
Minimum start temperature: -30° C
LED module wattage: 55.3W
System wattage: 61.0W
Controllability: 0-10V dimmable
Color rendering index: Ra > 80
Luminaire lumens: 6,672 lumens (4000K)
Lifetime at Ta = 15° C: 232,000 h (L70)
Lifetime at Ta = 30° C: 73,000 h (L70)

LED color temperature
4000K - Product number + **K4**
3500K - Product number + **K35**
3000K - Product number + **K3**
2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish
All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors: Black (BLK) White (WHT) RAL: Bronze (BRZ) Silver (SLV) CUS:



LED pole-top - asymmetric distribution

PRODUCT	SKU / CCT	WIDTH	FINISH	VOLTAGE
84407	90.3W 3000K 18 18 2	18"	2 FINISH: BRZ, WHT, SLV, CUS	120V-277V

PLEASE REFER TO THE FOLLOWING WEBSITE FOR THE LATEST PRODUCT INFORMATION: www.bega-us.com

LED wall luminaires - one-sided light output

BEGA

Application
LED wall luminaires with directed narrow beam light distribution on one side that can be oriented upward or downward. Arranged individually or in groups, they are great design elements for a host of lighting applications.

Materials
Luminaire housing and faceplate constructed of die-cast marine grade, copper free (c.0.3% copper content) A360.0 aluminum alloy.
Clear safety glass
Reflector made of pure anodized aluminum
High temperature silicone gasket
Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations
Protection class IP65
Weight: 6.6 lbs.

Electrical
Operating voltage: 120-277V AC
Minimum start temperature: -30° C
LED module wattage: 18.1W
System wattage: 21.0W
Controllability: 0-10V dimmable
Color rendering index: Ra > 80
Luminaire lumens: 1,725 lumens (3000K)
Lifetime at Ta = 15° C: 365,000 h (L70)
Lifetime at Ta = 30° C: 295,000 h (L70)

LED color temperature
4000K - Product number + **K4**
3500K - Product number + **K35**
3000K - Product number + **K3**
2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish
All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors: Black (BLK) White (WHT) RAL: Bronze (BRZ) Silver (SLV) CUS:

Available Accessories
 79547 Surface mounted wiring box
See individual accessory spec sheet for details.



LED wall luminaire - one-sided light output

PRODUCT	SKU / CCT	WIDTH	FINISH	VOLTAGE
24035	18.1W 15° 18 18 2	18"	2 FINISH: BRZ, WHT, SLV, CUS	120V-277V

PLEASE REFER TO THE FOLLOWING WEBSITE FOR THE LATEST PRODUCT INFORMATION: www.bega-us.com

LED wall luminaires - one-sided light output

BEGA

Application
LED wall luminaires with directed narrow beam light distribution on one side that can be oriented upward or downward. Arranged individually or in groups, they are great design elements for a host of lighting applications.

Materials
Luminaire housing and faceplate constructed of die-cast marine grade, copper free (c.0.3% copper content) A360.0 aluminum alloy.
Clear safety glass
Reflector made of pure anodized aluminum
High temperature silicone gasket
Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations
Protection class IP65
Weight: 4.4 lbs.

Electrical
Operating voltage: 120-277V AC
Minimum start temperature: -30° C
LED module wattage: 12.1W
System wattage: 14.0W
Controllability: 0-10V dimmable
Color rendering index: Ra > 80
Luminaire lumens: 1,100 lumens (3000K)
Lifetime at Ta = 15° C: 360,000 h (L70)
Lifetime at Ta = 30° C: 230,000 h (L70)

LED color temperature
4000K - Product number + **K4**
3500K - Product number + **K35**
3000K - Product number + **K3**
2700K - Product number + **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish
All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors: Black (BLK) White (WHT) RAL: Bronze (BRZ) Silver (SLV) CUS:

Available Accessories
 79547 Surface mounted wiring box
See individual accessory spec sheet for details.



LED wall luminaire - one-sided light output

PRODUCT	SKU / CCT	WIDTH	FINISH	VOLTAGE
24034	12.1W 18° 18 18 2	18"	2 FINISH: BRZ, WHT, SLV, CUS	120V-277V

PLEASE REFER TO THE FOLLOWING WEBSITE FOR THE LATEST PRODUCT INFORMATION: www.bega-us.com

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Lumens Per Lamp	Light Loss Factor	Wattage	MOUNTING HEIGHT
○	A	7	BEGA	24 035 K3	24 035 K3 ONE SIDED LIGHT OUTPUT EXTERIOR WALL SCONCE	LED	1725	0.9	21	10'
○	B	5	BEGA	24 034 K3	24 034 K3 ONE SIDED LIGHT OUTPUT EXTERIOR WALL SCONCE	LED	1106	0.9	15	9'
□	D	4	BEGA	84 407 K3	84 407 K3	LED	6671	0.9	61	16'
○	E	9	Visual Comfort Group/TECH	7000PROT9xx 188UNV	Outdoor Pendant	LED	2462	0.9	36.1	BOTTOM OF FIXTURE AT 13' (ORDER 12' STEM)



CITY OF BERKLEY
COMMUNITY DEVELOPMENT
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Planning Commission

From: Megan A. Masson-Minock, Interim Community Development Director

Subject: **PSP-02-22: 2222 Eleven Mile – Butter Provisioning Center**
Site Plan Approval
Plan Date: May 27, 2022

Date: June 21, 2022

Attached are the following reviews for the site plan submitted:

Planning Review from Carlisle Wortman Associates (CWA) dated June 7, 2022

CWA noted in their review that the applicant is applying for shared parking/parking waivers, per Sec. 138-218. That section states when computing parking for any joint use, the off-street parking is the sum of the individual requirements that will occur at the same time. The applicant notes that due to the current use of the building for warehousing, only 14 spaces are required. They are providing 19 on site in addition to other shared parking agreements. CWA recommended that if the waiver is approved, any change of use at 2200 Eleven Mile be limited by the available parking.

CWA recommended preliminary site plan approval with the following conditions:

1. Shared parking agreement to be reviewed by the City Attorney.
2. Condition that any change of use of 2200 W. Eleventh Street would be limited by available parking, which would either be reviewed by the Planning Commission as part of a site plan or by staff.
3. Applicant to provide details on use and operations for 1716 Coolidge Highway and 13631 11 Mile to confirm excess parking.

Review from City of Berkley Department of Public Works (DPW) dated June 7, 2022

DPW noted the following comments:

1. The City's engineering consultant, Hubbell, Roth & Clark (HRC) will review the geotechnical report, storm water detention calculations and grading.
-

2. Proposed hydrant relocation to be coordinated with Public Works and Public Safety to confirm requirements and location. The hydrant must have a minimum clear space of 6' from any adjacent obstacle or approach.
3. An existing public sewer is shown on the north side of the property. Either the existing easement shall be shown via title documentation or the applicant will need to grant a half width (10') public easement for this City utility. The existing private sewer lateral is to remain the responsibility of the property owner and new physical obstructions, like a screening wall, shall not be placed within the easement to allow for future City maintenance and repair.
4. The City Attorney is responsible for approving agreements the placement of new items in the public right-of-way and execution of the Stormwater Maintenance Agreement.
5. A Storm Water Service Fixed Charge will be assessed upon completion of construction. This charge will be reflected on the regular utility bill and is based on an Equivalent Residential Units (impervious area).
6. A Construction Schedule will be required prior to the start of construction. This schedule shall include approximate dates for and Road or Sidewalk Closures, Utility Installations, Restoration Timelines, etc.

Engineering Review from Hubbell, Roth & Clark (HRC) dated June 9, 2022

Per their letter dated June 9, 2022, HRC recommended approval of the proposed Site Plan subject to the applicant obtaining and submitting copies of any required permits.

Traffic Impact Assessment Review from Hubbell, Roth & Clark (HRC) dated June 8, 2022

Per their letter dated June 8, 2022, HRC agreed with the applicant that, based the development's land use and size, a traffic impact study (TIS) is not required and a traffic impact assessment (TIA) was needed. Based on the TIA and other information submitted, HRC had no objections to approval from a traffic standpoint.

HRC recommended that the site plan be revised to show the DO NOT ENTER sign size should as 30" x 30" on Sheet C/1.03.

Review from City of Berkley Fire Inspector

Fire Inspector Pete Kelly stamped the plan set dated as revised on May 27, 2022 as approved on May 30, 2022.

Summary and Recommendation

The Planning Commission needs to make the following determinations:

1. Parking Waiver – Reduction of Shared Parking for 2200 Eleven Mile to 14 spaces: Per Sec. 138-218, when computing the required parking spaces for the total of joint off-street parking, “the total spaces required may be reduced by the zoning officer whenever the facilities served do not operate during the same hours of the day or night and it can be clearly established that a simultaneous need for joint use parking will not occur.” We are asking that Planning Commission to decide this waiver request under the power given to them under Sec. 138-226, based on the anticipated levels of employees at 2200 Eleven Mile.
2. Standards for Site Plan Approval – Landscaping: CWA stated in their review that the applicant was providing landscaping with a native landscaping/grasses/wildflower theme with building planting, ROW planting, parking lot planting, and a green roof. The Planning Commission must determine whether the landscaping, as presented, meets the standards for Site Plan approval, per Section 138-678.

If the Planning Commission chooses to grant site plan approval, we recommend that the following items be conditions of approval:

1. The following items are must receive approval from the City Attorney:
 - a. Shared parking agreements;
 - b. Agreements on the placement of new items in the public right-of-way; and
 - c. Stormwater Maintenance Agreement.
2. Any change of use of 2200 W. Eleventh Street would be limited by available parking, which would either be reviewed by the Planning Commission as part of a site plan or by staff for a process that does not require Planning Commission review. A flag should be placed on the file in the City’s BS&A database to this extent.
3. Applicant provide details to the Community Development Department on use and operations for 1716 Coolidge Highway and 13631 11 Mile for staff to confirm that these sites have excess parking.
4. The DO NOT ENTER sign size is 30” x 30”.
5. A pre-construction meeting is required. Before scheduling of that meeting, all items listed the City’s DPW review letter, dated June 7, 2022, must be received by the City.
6. Approval from the City’s Engineer that any required permits to the City of Berkley, as noted in their review letter dated June 9, 2022, have been submitted and/or met.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: February 10, 2022
May 3, 2022
June 7, 2022

Site Plan Review
For
City of Berkley, Michigan

Applicant: Grant Jefferies, Five-Eighths

Project Name: Butter Provisioning Center

Plan Date: May 27, 2022

Location: 2222 W. Eleven Mile Road

Zoning: Industrial District

Action Requested: Site Plan Approval

SITE DESCRIPTION

The applicant is proposing to repurpose the existing building at 2222 W. Eleven Mile Road. The approximate 4,200 square foot, one-story building, will be split into two (2) tenant spaces. A 3,300 square foot space will be repurposed for a marihuana provisioning center. The remaining 900 square foot space will be repurposed for a future light industrial/warehousing use.

The building is not proposed to expand. However, the applicant proposes the following site improvements:

- Landscape improvements
- Mural (public art)
- Green infrastructure
 - Permeable paving
 - Stormwater planters/parking blocks
 - Turf paving pedestrian alley
 - Rain barrels
- Streetscape improvements
 - Bike racks
 - Bike repair stand
 - Bench
 - Landscaping
 - Recycle/trash receptacles
 - Rain capture

The site is zoned Industrial District. A marihuana use is a permitted use but must meet the zoning requirements set forth in Section 138-528 Marihuana Business Regulations.

Site Location:



Proposed Use of Subject Parcel:

4,200 sq/ft mixed tenant commercial building including a marihuana provisioning use.

Surrounding Property Details:

Direction	Zoning	Use
North	Cemetery District	Single Family Residential
South	Huntington Woods	Single Family Residential
East	Industrial District / Office District	Office
West	Industrial District	Institutional (Masonic Temple)

Items to be addressed: None.

NATURAL FEATURES

The site has been graded for an office building and parking lot. There are no existing natural resources.

Items to be addressed: None

BUILDING ARRANGEMENT AND SITE DESIGN

The building layout will remain in its current configuration. The applicant has purchased 2200 W. 11 Mile (see parking section for more detail) and revised the parking lot to provide angled parking and a one-way drive aisle, which allows for circular flow through the lot with a separate entrance and exit.

Items to be addressed: None

AREA, WIDTH, HEIGHT, SETBACKS

Sec. 138-526. - Schedule of regulations of the Zoning Ordinance establishes the dimensional requirements for the Industrial District.

	Required / Allowed	Provided	Compliance
Front (Eleven Mile) Front yard setbacks shall be ten feet or equal to the setback of the adjacent buildings, whichever is less.	10-feet	10-feet, seven-inches	Complies

	Required / Allowed	Provided	Compliance
Side (east and west) No side yards are required along the interior side lot lines except as otherwise specified in the building code. On the exterior side yard that borders on a residential district, there shall be provided a setback of at least ten feet on the side or residential street.	East: 0-feet West: 53-feet	Greater than 0 feet	Complies
Rear (South)	10-foot minimum setback	12-feet, 9-inches	Complies
Building Height	40-foot maximum height	15-feet, 4-inches	Complies

Items to be addressed: None

PARKING

The applicant has purchased 2200 W. 11 Mile, which was included in the parking table below:

	Required	Provided
Retail: One per 225 square feet of usable floor area	2,407 usable square feet / 225 = 11 spaces	19 onsite, 11 on the adjacent site to the east, and 27 spaces offsite shared parking.
Wholesale and warehouse establishments: One per 250 square feet of usable floor area	558 usable square feet / 225 = 3 spaces	
Office: One per 225 square feet of usable floor area	2,646 / 250 = 11 spaces	
Barrier Free	1	1
Bicycle Parking	2	2
Loading	0	0
Total	25 spaces	19 spaces onsite 11 on the adjacent site to the east, and 27 spaces offsite shared parking. plus 2 bike spaces

Parking Exhibit:



1716 Coolidge Highway in Berkley: shared Parking Agreement: up to 12 spaces

13631 11 Mile Rd in Oak Park: Shared Parking Agreement: up to 15 spaces

Masonic Temple: shared Parking: up to 11 spaces

Provisioning Center: Purchased: 14 spaces

2200 W. 11 Mile Rd: Purchased: 5 spaces

See details below of each parking “arrangement.”

Purchase of 2200 W. 11 Mile

The applicant has purchased the building directly to the east, which allows for a combined parking layout between the two buildings. In total, both sites provide 19 spaces. The applicant has revised the parking lot to provide angled parking and a one-way drive aisle, which allows for circular flow through the lot with a separate entrance and exit. 2200 W. 11 Mile is used by a property management company for storage of appliances and furniture for the various properties they manage. According to the applicant, they do not need any parking, only the loading space to drop off or pick up equipment.

The applicant is applying the Shared Parking/Parking Waivers as set forth in section 138-218, which states that in computing parking for any joint use, the off-street parking is the sum of the individual requirements that will occur at the same time. The applicant notes that due to the current use of the building for warehousing, only 14 spaces are required, and they are providing 19 on site in addition to other shared parking agreements.

If this application is approved, any change of use of 2200 W. 11 Mile would be limited by available parking, which would either be reviewed by the Planning Commission as part of a site plan or by staff.

Masonic Temple

The applicant is proposing a shared parking with the adjacent Masonic Temple, for employee parking for a total of 11 spaces. The 11 spaces are located adjacent to the applicant's building. The revised agreement gives the applicant full access to the 11 spaces from 7:00 am to 10:00 pm, seven days a week.

1716 Coolidge Highway in Berkley

The site is located apparently 0.2 miles to the east. The applicant has a shared parking agreement for up to 12 spaces. Please note that we have not reviewed the use and operations of 1716 Coolidge to confirm that the applicant has excess parking for use as shared employee parking.

13631 11 Mile Rd in Oak Park.

The site is located apparently 0.2 miles to the east. The applicant has a shared parking agreement for up to 15 spaces. Please note that we have not reviewed the use and operations of 13631 11 Mile Coolidge to confirm that the applicant has excess parking for use as shared employee parking.

Items to be Addressed: 1). Shared parking agreements and purchase agreement to be reviewed by City Attorney; 2). Condition that any change of use of 2200 W. Eleventh Street would be limited by available parking, which would either be reviewed by the Planning Commission as part of a site plan or by staff; and 3). Details on use and operations for 1716 Coolidge Highway and 13631 11 Mile to confirm excess parking.

SITE ACCESS AND CIRCULATION

Site access and circulation has been altered. The applicant has applied a trash pickup turning template. Access and circulation are sufficient.

Items to be Addressed: None

LANDSCAPING AND SITE AMENITIES

A landscaping plan has been provided on sheet L-1.1 and L-1.2. The applicant is proposing a robust plan which includes a native landscaping/grasses/wildflower theme with building planting, ROW planting, parking lot planting, and a green roof. As set forth in section 130-37, when the development of any property requiring site plan approval occurs, the City Planning Commission shall review landscaping plans and may require additional landscaping to be planted on or near the site consistent with the elements of the adopted City Master Plan.

Screening Along Northern Property Line:

The applicant proposes to screen the property along the northern property with a masonry screen wall. The applicant has provided an elevation of the screen wall.

Trash Enclosure:

The applicant is providing trash enclosure with 6-foot-tall masonry screen wall along eastern property line. The applicant has provided an elevation of the masonry screen wall.

Items to be Addressed: None

PHOTOMETRICS

A photometric plan was provided for both this site and the adjacent site (2200 W. Eleven Street) to provide lighting consistency for both sites. The applicant is proposing a total of four (4) parking lot pole lights, and twenty-four (24) building lights in the form of sconces, wall packs, and pendants. Fixtures and photometrics comply with ordinance requirements.

Items to be Addressed: None

EXTERIOR APPLIANCES

Applicant has shown exterior appliances (air conditioners, generators, etc.) on the roof plan. The applicant proposes to screen the roof top equipment with a wood screen wall.

Items to be Addressed: None

FLOOR PLAN AND ELEVATIONS

Floor plans and elevations have been provided. The applicant is making significant elevation improvements to the existing building including glass curtain wall, metal overhang, painting brick, glazed tile, green roof, and public art mural.

Items to be Addressed: None

MARIHUANA BUSINESS REGULATIONS

Section 138-528 Marihuana Business Regulations, the site plan shall be reviewed and approved by the Planning Commission upon finding that:

- a) **A marihuana business must front on a major thoroughfare with the primary ingress/egress onto a major thoroughfare.**

CWA Response: The marihuana business fronts on Eleven Mile Road, with ingress/egress onto a major thoroughfare.

- b) **The marihuana business must have all applicable state and local licenses and approvals to operate.**

CWA Response: The marihuana business will be required to obtain all applicable state license prior to any final approvals.

- c) **The property where the marihuana business will be located must be entirely within the boundaries of the city and must not be within 1,000 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.**

CWA Response: The marihuana business is located entirely within the boundaries of the City. The marihuana business is not within 1,000 feet with any pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

- d) **Notwithstanding any other provision in the zoning ordinance, a marihuana business must operate within a fully enclosed building.**

CWA Response: The marihuana business will operate within a fully enclosed building.

- e) **Pursuant to article XV of [chapter 30](#) of the Berkley City Code, all marihuana business license approvals are subject to the following:**

- i. **Public notice requirements as outlined in [section 30-806](#); and**

- ii. **Site plan approval from the planning commission must be obtained prior to receiving license approval from the city council. Failure to do so will result in license denial as outlined in [section 30-813](#).**

CWA Response: 1). Public notice requirement was met; and 2). The applicant is seeking site plan approval from the Planning Commission. If granted site plan approval, the applicant would then seek license approval from the City Council.

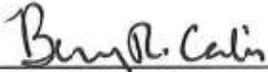
Items to be Addressed: None

RECOMMENDATION

Overall, the applicant is making a significant investment into the site as noted in our report. We recommend preliminary site plan approval with the following conditions:

1. *Shared parking agreement to be reviewed by the City Attorney.*
2. *Condition that any change of use of 2200 W. Eleventh Street would be limited by available parking, which would either be reviewed by the Planning Commission as part of a site plan or by staff.*
3. *Applicant to provide details on use and operations for 1716 Coolidge Highway and 13631 11 Mile to confirm excess parking.*

Sincerely,



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP



CITY OF BERKLEY
DEPARTMENT OF PUBLIC WORKS

3238 BACON AVE, BERKLEY, MICHIGAN 48072

Transmittal Memo

To: Megan Masson-Minock, Interim Community Development Director (via email)

Cc: Kim Anderson, Community Development Department (via email)
Ric Chalmers, Assistant DPW Director (via email)
Eddie Zmlch, HRC (via email)

From: Shawn Young, DPW Director

Date: June 7, 2022

Subject: Butter Provisioning Center
2222 West 11 Mile Rd

We have reviewed the site plans provided by the Community Development Department on May 26, 2022. Please find our comments below:

1. The site plans will also be reviewed by the City's engineering consultant, Hubbell, Roth & Clark (HRC). Among other things, HRC will review the geotechnical report, storm water detention calculations and grading.
2. Proposed hydrant relocation to be coordinated with Public Works and Public Safety to confirm requirements and location. Hydrant must have a minimum clear space of 6' from any adjacent obstacle or approach.
3. An existing public sewer is shown on the north side of the property. Either the existing easement shall be shown via title documentation or the applicant will need to grant a half width (10') public easement for this City utility. Sample easement documents can be provided. Please note that the existing private sewer lateral is to remain the responsibility of the property owner and new physical obstructions, like a screening wall, shall not be placed within the easement to allow for future City maintenance and repair.
4. We defer to the City Attorney on the placement of new items in the public right-of-way and execution of the Stormwater Maintenance Agreement

5. A Storm Water Service Fixed Charge will be assessed upon completion of construction. This charge will be reflected on the regular utility bill and is based on an Equivalent Residential Units (impervious area).
6. A Construction Schedule will be required prior to the start of construction. This schedule shall include approximate dates for and Road or Sidewalk Closures, Utility Installations, Restoration Timelines, etc.

A response letter from the applicant to the comments noted above would be helpful in subsequent reviews.

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



Shawn Young
Director of Public Works



June 8, 2022

City of Berkley
3338 Coolidge Highway
Berkley, Michigan 48072

Attn: Ms. Megan Masson-Minock, Community Development Director

Re: Butter Provisioning Center Development
Traffic Impact Assessment Review #2

HRC Job No. 20200909

Dear Ms. Masson-Minock:

At your request, Hubbell, Roth & Clark, Inc. (HRC) has performed a review of the following items for the proposed Butter Provisioning Center Development:

- Traffic Impact Assessment conducted by Giffels Webster dated May 2022
- Revised Site Plan Review Drawings designed by Five-Eights dated May 27, 2022
- Traffic Control Plan developed by Five-Eights
- Parking Plan Summary developed by Five-Eights dated May 27, 2022

The Site Plan (Sheet C/1.06) dated May 27, 2022 shows a proposed marijuana dispensary (3,438 square feet) and warehouse (797 square feet) development. The report indicates the proposed development will not generate a significant amount of traffic (100 peak hour trips) that would require a traffic impact study (TIS) by industry standards. Based on the development's land use and size, HRC agrees a TIS is not required. However, the development does meet the requirements for a traffic impact assessment (TIA).

HRC has the following comment regarding the Site Plan Drawings:

☰ Revised Site Plan Review Drawings

1. Sheet C/1.03 shows a 24" x 24" DO NOT ENTER sign, but it is not a standard size. The DO NOT ENTER sign size should be 30" x 30".

Based on the TIA, Revised Site Plan Review Drawings, Traffic Control Plan, and Parking Plan Summary, HRC has no objections to approval from a traffic standpoint. If the site plan were to change (development size increases) and trigger a traffic impact study, Giffels Webster would have to provide a more thorough traffic study with a capacity analysis.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Nicholas Nicita, PE, PTOE
Project Engineer – Transportation Department

pc: Berkley; S. Young, M. Baumgarten, K. Anderson
HRC; R. Alix, E. Zmich, C. Hill-Stramsak, M. Stark, File



June 9, 2022

City of Berkley
3338 Coolidge Highway
Berkley, Michigan 48072

Attention: Ms. Megan Masson-Minock, Community Development Director
Mr. Matthew Baumgarten, City Manager

Re: Butter Provisioning Center
2222 W Eleven Mile Rd
Engineering Site Plan – Review No. 3
City of Berkley, MI

HRC Job No. 20200909.02

Dear Ms. Masson-Minock and Mr. Baumgarten:

As Consulting Engineers for the City of Berkley, and in accordance with your request, we have completed the Engineering Site Plan review of the proposed subject development for compliance with the City of Berkley's engineering and site plan requirements. The plans were prepared by Five-Eighths Architects of Ferndale, Michigan with the engineering site plan created by Giffels-Webster of Detroit, Michigan. The plans have a revision date of May 27, 2022. The proposed project scope includes the renovation of the existing building and replacement of the existing parking lot and other site features. We hereby offer the following comments:

General:

1. The proposed compact car spaces and ADA parking space must have signage clearly stating as such. These signs must be included in the plans. *The proposed signage has been shown on the parking plan. This item has been satisfactorily addressed.*
2. A traffic control plan and sequence of construction must be added to the plans, including an estimated duration for any lane closures that may be required. **The traffic control plan has been submitted. Estimated dates and durations of lane closures must be provided prior to construction.**
3. All existing utilities and service leads must be shown on the plans. *This item has been satisfactorily addressed.*
4. The site plan indicates that a geotechnical investigation was performed and a report prepared for this project. The report must be submitted along with the plans in order to evaluate the feasibility of the proposed stormwater management system. The soil logs from the investigation must be shown on the plans, including the elevation of the groundwater table, soil types encountered, and the written report indicating the design recommendations or comments on the proposed stormwater collection system. *The geotechnical report has been submitted and the recommended cross sections have been shown on the plans. This item has been satisfactorily addressed.*
5. The extent of demolition and building modifications are unclear from the plans. A separate demolition sheet must be provided in the plan set that shows all site demolition work including any exterior building work which may impact the site. *A demolition plan has been added to the plan set. This item has been satisfactorily addressed.*

6. Cross-sectional details for all proposed pavement, driveways, curbs, sidewalks, and sidewalk ramps must be provided on the plans. *The proposed cross sections have been shown on the plans. This item has been satisfactorily addressed.*
7. The extent of curb, sidewalk, and pavement removal and replacement must be clearly shown on the plans. In addition, the City may require additional sections of existing curb and gutter and sidewalks along 11 Mile Road to be removed and replaced as part of the proposed project in order to address the current deteriorated conditions and will defer comment to the City. *The pavement extents have been shown on the plans. This item has been satisfactorily addressed.*

Water and Fire Protection Services:

1. The plans must include REU value calculations demonstrating that the existing water lead is sufficiently sized to be reused for the proposed new establishment. *The applicant's engineer contacted HRC and verified that the 1" water lead is sufficiently sized for re-use. This item has been satisfactorily addressed.*

Storm Drainage and Detention/Sanitary Sewer:

1. Stormwater runoff calculations are provided using a 100-year, 24-hour storm event and appear to show that the proposed pavement section will provide adequate storage for the site. This must be confirmed through details which show the depth and materials of the proposed section and by submitting the geotechnical report to verify feasibility of the proposed section for the site soil characteristics, as stated above. *Stormwater calculations following the current OCWRC stormwater standards have been provided for the original site area. However, the entirety of the proposed site including the recently purchased lot to the east must be included in these calculations. As has been the practice with previous Site Plan Reviews, the City of Berkeley requires following the current OCWRC stormwater standards regardless of the size of the site. Therefore, the total site area and required storm detention must be revised in the calculations and the proposed stormwater detention system must be capable of detaining the required storage volume for the full site. **Stormwater calculations have been provided for the full site, and the calculations show that there is adequate storage provided on site. This item has been satisfactorily addressed.***
2. The site plan includes a note that the existing downspouts direct water directly into the existing parking lots on each side of the building. Note that downspouts are not permitted to discharge directly into the combined sewer system and must be directed onto grass, landscape or other green space area. They may also be directed through the proposed restricted-outlet structure. The location of the proposed downspouts and the above note must be shown on the plans. *The downspouts are shown discharging into rain barrels, with overflow into the underground detention system. This item has been satisfactorily addressed.*
3. Details of the outlet control structure and the connection to the existing combined system must be shown on the plans. *Details of the proposed stormwater structures have been shown on the plans. This item has been satisfactorily addressed.*
4. The developer will be required to prepare and enter into a perpetuity maintenance agreement with the City for the proposed private stormwater systems. The Applicant must contact the City DPW regarding this item prior to commencing construction. **The maintenance agreements have been submitted. This item has been satisfactorily addressed.**
5. Rim and invert grades are missing for the rear yard basins and the rear east cleanout. *Grades for the proposed basins have been provided. This item has been satisfactorily addressed.*

6. A note indicates the existing building sanitary lead will remain in place and be re-utilized. The applicant must have the sanitary lead inspected by a licensed contractor/plumber and the video footage submitted to the City verifying the lead is suitable for re-use prior to construction. *The video footage and report have been submitted showing the lead to be in suitable condition for re-use. This item has been satisfactorily addressed.*

Recommendation:

Based on our aforementioned comments, **we recommend approval of the proposed Site Plan** subject to the Applicant obtaining and submitting copies of any required permits.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Edward D. Zmich
Project Manager



Mitch Stark
Review Engineer

EDZ/MAS/mas

pc: City of Berkley; Mr. Shawn Young
HRC; R. Alix, File
Giffels-Webster; Joseph Anderson
Five-Eighths; Grant Jeffries

July 18, 2022 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve Special Land Use request PSU-01-22 at 2684 Coolidge Highway and 2688 Coolidge Highway to permit outdoor dining in the Downtown District.

Ayes:

Nays:

Motion:



CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: City Council

From: Kristen Kapelanski, AICP, Community Development Director

Subject: **PSU-01-22: 2684-2688 Coolidge Highway – The Black Hop Brewery**
Special Land Use Approval
Plan Date: June 9, 2022

Date: July 12, 2022

At the June 28, 2022 meeting, the Planning Commission reviewed the request for special land use approval to permit outdoor dining at 2684-2688 Coolidge Highway as part of a proposed brewery/distillery/tap room use. The Planning Commission held the required public hearing and unanimously recommended approval of the special land use request.

Per Section 138-657, the City Council shall consider the special land use request, along with the Planning Commission recommendation and approve, approve with conditions or deny the special land use. The review letter, application and supporting materials, comments received in writing and draft Planning Commission meeting minutes are attached for reference.



CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Planning Commission

From: Megan A. Masson-Minock, Interim Community Development Director

Subject: **PSU-01-22: 2684-2688 Coolidge Highway – The Black Hop Brewery
Special Land Use Approval
Plan Date: June 9, 2022**

Date: June 22, 2022

The applicant submitted plans on April 22, 2022 for outdoor seating, interior and exterior renovations to convert the spaces at 2684 and 2688 Coolidge into a brewery, distillery, and tap room.

The renovations for 2684-2688 Coolidge Highway included interior and exterior renovations of the buildings, including the conversion of two individual units into a single business. The scope of the project altered less than 50 percent of the exterior surface materials of both facades of the buildings (facing Coolidge Highway and facing Dorothea), increased the number of windows facing Dorothea and maintained the number and size of windows facing Coolidge Highway. The proposal did not add floor area or height or height to the building and no additional parking is proposed. Per Section 138-678, Planning Commission review and approval is not required and the site plan can be reviewed administratively. These renovations were administratively approved with conditions on May 11, 2022. A copy of the administrative approval is included int the packet.

The proposed outdoor seating requires special land use. Per Sec. 38-657, the Planning Commission holds a public hearing on the special land use, and makes a recommendation to City Council in the form of a motion. The recommendation may be subject to certain conditions or changes being made. The City Council then, after considering the Planning Commission's recommendation, approves, approves with conditions or denies the special land use.

Attached are the following reviews for the special land use submitted:

Planning Review from Carlisle Wortman Associates (CWA) dated June 20, 2022

CWA noted in their review that the Planning Commission should discuss the following items with the applicant as part of the public hearing:

1. What are the specific hours of operation for the outdoor seating area?
 2. Is waiver for the proposed lighting warranted?
-

Review from City of Berkley Department of Public Works (DPW) dated June 7, 2022

DPW noted the following comments:

1. A Design Miss Dig ticket shall be requested by the applicant so existing utilities can be shown on the drawings. The ticket number shall be indicated on the Architectural Site Plan.
2. It is recommended that the existing private sanitary sewer lateral be investigated for size and condition.
3. It is recommended that the existing private water service is investigated to confirm size, material type, and condition.
4. The proposed outdoor seating and loading may be problematic when dealing with snow removal operations. Snow must not be deposited in adjacent public or private properties. A snow removal area has been shown on the plan but appears that it may be difficult to access. Please clarify how this area will be utilized.
5. There is a general concern on the wastewater discharge from these types of sites. All wastewater discharges must meet current and future City, GLWA and WRC standards. Industrial Waste Charges may apply.
6. There appears to be no changes in drainage pattern on the proposed plan.
7. Note the Community Development Department will review the striping plan for verification of number of stalls required, sizing, handicap considerations and general site circulation.
8. A traffic control plan shall be added to the plan set to account for any proposed Right of Way impacts. This includes any potential sidewalk closures during construction.
9. A Storm Water Service Fixed Charge will be assessed upon completion of construction. This charge will be reflected on the regular utility bill and is based on an Equivalent Residential Units (impervious area).

Review from City of Berkley Fire Inspector

Fire Inspector Pete Kelly approved the revised plans with the following condition:

1. Rear (east) Gate from outdoor seating area must swing in direction of egress, and all gates must be equipped with panic hardware.

Summary and Recommendation

The lighting proposed requires a waiver per Sec. 138-143, since the light source of the string lights would be visible from Dorothea at eye level.

The Planning Commission needs to make the following determination as to whether the application meets the standards in Sec. 138-653:

1. The proposed use will promote the use of land in a socially and economically desirable manner.
2. The proposed use is necessary for the public convenience at that location.
3. The proposed use is compatible with adjacent land uses.
4. The proposed use is designed so that the public health, safety and welfare shall be protected.
5. The proposed use will not cause injury to other property in the neighborhood.

The Planning Commission should discuss whether the hours of operation and noise will be a nuisance to adjacent properties and recommend any conditions that they feel are needed. Also, the Planning Commission should discuss the snow removal and storage noted by DPW.

If the Planning Commission chooses to recommend special land use approval, we recommend that the following items be finding and conditions of that recommendation:

1. The lighting as proposed gives adequate consideration to the conservation of energy, minimization of glare, light pollution and light trespass.
2. The special land use application meets the standards in Sec. 138-653, with the following conditions:
 - a. Restriction on hours of operation and/or noise levels determined by the Planning Commission. Please note that measurable details should be part of the motion.
 - b. Snow must not be deposited in adjacent public or private properties.
 - c. An on-site pre-construction meeting is held before infrastructure and/or exterior site work begins. Before scheduling of that meeting, all items listed the City's DPW review letters, dated May 6, 2022 and June 7, 2022 and the City Fire Inspector's review letters dated April 27, 2022 and May 31, 2022 must be received by the City.



CITY OF BERKLEY
COMMUNITY DEVELOPMENT
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

APPLICATION FOR SPECIAL LAND USE REVIEW

NOTICE TO APPLICANT: Applications for Special Land Use review by the Planning Commission must be submitted to the City of Berkley Building Department in **substantially complete form** at least 30 days prior to the Planning Commission's meeting at which the application will be considered. The application must be accompanied by the data specified in the Zoning Ordinance, including fully dimensioned site plans, plus the required review fee.

The Planning Commission will hold the required *public hearing* and will make a recommendation to the City Council. Special Land Use approval shall be obtained from the City Council.

The Planning Commission meets the fourth Tuesday of the month at 7:00pm in the Council Chambers at the City of Berkley City Hall, 3338 Coolidge Hwy, Berkley, MI 48072. The City Council meets the first and third Mondays of the month at 7:00pm in the Council Chambers at the City of Berkley City Hall, 3338 Coolidge Hwy, Berkley, MI 48072.

TO BE COMPLETED BY APPLICANT:

I (We), the undersigned, do hereby respectfully request Special Land Use Review and provide the following information to assist in the review:

Project Name: The Black Hop Brewery

Applicant: Dorian Hall

Mailing Address: _____

Telephone: _____

Email: theblkhop@gmail.com

Property Owner(s), if different from Applicant: RB Coolidge P

Mailing Address: _____

Telephone: _____

Email: _____

LOCATION OF PROPERTY:

Street Address: 2684-2688 Coolidge Highway, Berkley, MI 48072

Nearest Cross Streets: Catalpa Dr & Coolidge Highway

Sidwell Number(s): 04-25-17-155-030

PROPERTY DESCRIPTION:

Provide lot numbers and subdivision: LOT 147 & PART OF LOT 148 OF BROOKLINE HILLS,

REFER TO ARCHITECTURAL SITE PLAN FOR FULL LEGAL DESCRIPTION

Property Size (Square Feet): 5,036 Sq. Ft. 0.12 (Acres)

EXISTING ZONING DISTRICT *(please check):*

- | | | |
|-------------------------------|--|--|
| <input type="checkbox"/> R-1A | <input type="checkbox"/> Local Business | <input type="checkbox"/> Coolidge |
| <input type="checkbox"/> R-1B | <input type="checkbox"/> Office | <input checked="" type="checkbox"/> Downtown |
| <input type="checkbox"/> R-1C | <input type="checkbox"/> Community Centerpiece | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> R-1D | <input type="checkbox"/> Woodward | <input type="checkbox"/> Cemetery |
| <input type="checkbox"/> RM | <input type="checkbox"/> Eleven Mile | <input type="checkbox"/> Parking |
| <input type="checkbox"/> RMH | <input type="checkbox"/> Twelve Mile | |

Present Use of Property: Retail

Proposed Use of Property: Restaurant/Tavern

Is the property located within the Downtown Development Authority? Yes No

PROJECT DESCRIPTION:

~~Renovation of existing vacant retail and bakery spaces into a brewery with the vacant parking lot transformed into exterior beer garden seating.~~

Does the proposed project / use of property require Site Plan Approval? Yes No

Does the proposed project require Variance(s) from the Zoning Board of Appeals? Yes No

If yes, describe the variances that will be required: _____

N/A

PLEASE COMPLETE THE FOLLOWING CHART:

Type of Development	Number of Units	Gross Floor Area	Number of Parking Spaces On Site	Number of Employees on Largest Shift
Attached Residential				
Office				
Commercial		2,077 Sq. Ft.	0 Vehicular	
Industrial				
Other				

STANDARDS FOR SPECIAL LAND USE APPROVAL:

To be considered for Special Land Use approval, the Planning Commission and City Council shall consider the following standards. Please address *how* the proposed use satisfies each standard, as specified in Section 138-653.

1. The proposed use will promote the use of land in a socially and economically desirable manner.

~~The property will be used per the zoning ordinance with proposed outdoor seating to support the local community.~~

2. The proposed use is necessary for the public convenience at that location.

~~A more desirable atmosphere as well as additional seating will be provided for the patrons of the brewery and assist in beautifying the surrounding neighborhood.~~

3. The proposed use is compatible with adjacent land uses.

~~There are other restaurants within walking distance of the site which have outdoor seating occupying their parking areas.~~

4. The proposed use is designed so that the public health, safety and welfare shall be protected.

~~The patrons will be protected and shielded from the shipping and receiving areas as well as the parking in the adjacent lot. All outdoor materials and furniture are durable and will have minimal maintenance required.~~

5. The proposed use will not cause injury to other property in the neighborhood.

The proposed use will not cause injury to other properties. A meeting was held with the adjacent property owner in conjunction with the city of Berkley to ensure the health and safety of the adjacent site are being met.

PROFESSIONALS WHO PREPARED PLANS:

A. Name: Harold J Remlinger, AIA
Mailing Address: _____
Telephone: _____
Email: _____
Design Responsibility (engineer, surveyor, architect, etc.): Architect

B. Name: _____
Mailing Address: _____
Telephone: _____
Email: _____
Design Responsibility: _____

SUBMIT THE FOLLOWING:

1. Ten (10) individually folded copies of the site plans, measuring 24" x 36", sealed by a registered architect, engineer, or surveyor. If copies are submitted simultaneously for Site Plan Review, then submittal of ten (10) additional copies is not necessary.
2. A pdf file of the plan and any supporting documents, emailed to the Community Development Director.
3. Proof of property ownership (title insurance policy or registered deed with County stamp).

PLEASE NOTE: The applicant, or a designated representative, **MUST BE PRESENT** at all scheduled meetings, or the Special Land Use request may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a Special Land Use application or to revoke any permits granted subsequent to the Site Plan Approval.

We encourage applicants to make a presentation of the proposed project to the Planning Commission and City Council, as appropriate. To assist in this effort, we have available for your use at meetings a projector, laptop computer and screen. This will allow the Planning Commission and audience to be fully engaged so they can give your project the attention it deserves. Planning Commission and City Council meetings are recorded and televised.

PROPERTY OWNER'S APPROVAL: *(Initial each line)*

_____ I hereby authorize and give permission for the City of Berkley to install one or more temporary signs on my property, in order to notify the public of the required public hearing related to the Special Land Use request.

_____ I hereby authorize the employees and representatives of the City of Berkley to enter upon and conduct an inspection and investigation of the above referenced property in relation to the above request.

APPLICANT'S ENDORSEMENT: *(Initial each line)*

_____ All information contained therein is true and accurate to the best of my knowledge.

_____ I acknowledge that the Planning Commission will not review my application unless all information in this application and the Zoning Ordinance has been submitted.

_____ I acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing or approval of this Special Land Use application.

If an application is withdrawn more than three (3) weeks prior to the meeting date, 90% of the fee will be refunded. If the application is withdrawn less than three (3) weeks prior to the meeting, no refund will be given.



Signature of Applicant

Date 5-27-2022

Dorian Hall

Applicant Name (Print)

Signature of Applicant

Date

Applicant Name (Print)



Signature of Property Owner Authorizing this Application

Date 5-27-2022

Dorian Hall

Property Owner Name (Print)

OFFICE USE ONLY

Received _____ Receipt # _____ Meeting Date _____ Case # _____

Fee: Special Land Use \$400

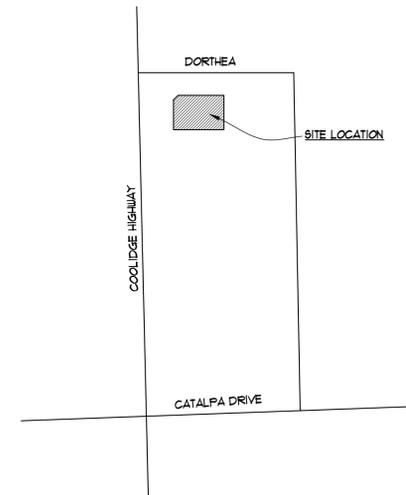
THE BLACK HOP - SPA + SLU REVISIONS

2684-2688 COOLIDGE HIGHWAY
BERKLEY, MI 48072

BUILDING DATA:																												
ZONED:	DOWNTOWN DISTRICT																											
CONSTRUCTION TYPE:	V-B																											
USE GROUP:	ASSEMBLY A-2																											
GOVERNING BUILDING CODE:	MICHIGAN REHABILITATION CODE FOR EXISTING BUILDINGS 2015 - ALTERATION LEVEL 3																											
BUILDING AREA:	2688 COOLIDGE HWY.: 1534 SQ. FT. 2684 COOLIDGE HWY.: 513 SQ. FT.																											
PARKING REQUIREMENTS:	EXEMPT PER SECTION 138-222 - PARKING LOT LOCATION, DESIGN, AND CONSTRUCTION																											
OCCUPANCY:	STORAGE: 330 SQ. FT. /300 = 1 BREW HOUSE: 290 SQ. FT. /100 = 2 KITCHEN/BAR: 416 SQ. FT. /200 = 2 TAP ROOM: 623 SQ. FT. /15 = 42 BAR SEATING: = 21 OUTDOOR SEATING: 872 SQ. FT. /15 = 58 STANDING ONLY: 50 SQ. FT. /5 = 10 TOTAL: 142																											
RESTROOM REQUIRED & PROVIDED:	<table border="1"> <thead> <tr> <th></th> <th>WATER CLOSET</th> <th>LAVATORY</th> </tr> </thead> <tbody> <tr> <td>EXISTING</td> <td> </td> <td> </td> </tr> <tr> <td>MEN</td> <td> </td> <td> </td> </tr> <tr> <td>WOMEN</td> <td> </td> <td> </td> </tr> <tr> <td>UNISEX</td> <td> </td> <td> </td> </tr> <tr> <td>REQUIRED</td> <td> </td> <td> </td> </tr> <tr> <td>MEN</td> <td> </td> <td> </td> </tr> <tr> <td>WOMEN</td> <td>0</td> <td>0</td> </tr> <tr> <td>UNISEX</td> <td>0</td> <td>0</td> </tr> </tbody> </table>		WATER CLOSET	LAVATORY	EXISTING			MEN			WOMEN			UNISEX			REQUIRED			MEN			WOMEN	0	0	UNISEX	0	0
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SERVICE SINK:	EXISTING: 1 REQUIRED: 1																											



EXTERIOR CORNER ENTRANCE CONCEPTUAL RENDER
N.T.S.



LOCATION MAP
N.T.S.



DesignTeam+
975 E. Maple Road, Suite 210
Birmingham, Michigan 48009
P: 248. 559. 1000
info@designteamplus.com

Client
DORIAN HALL

2684-2688
COOLIDGE HIGHWAY,
BERKLEY, MI 48072

Project
THE BLACK HOP

2684-2688
COOLIDGE HIGHWAY,
BERKLEY, MI 48072

Designed/Drawn	JA/TD/LB
Checked/Approved	HJR
Job #	382-2022
File:	Black Hop Brewery CDA_2022.dwg

Date/Revisions	Issue for
04/22/22	SPA
05/27/22	SPA + SLU REVISIONS
06/09/22	CITY REQUESTED SPA + SLU REVISIONS

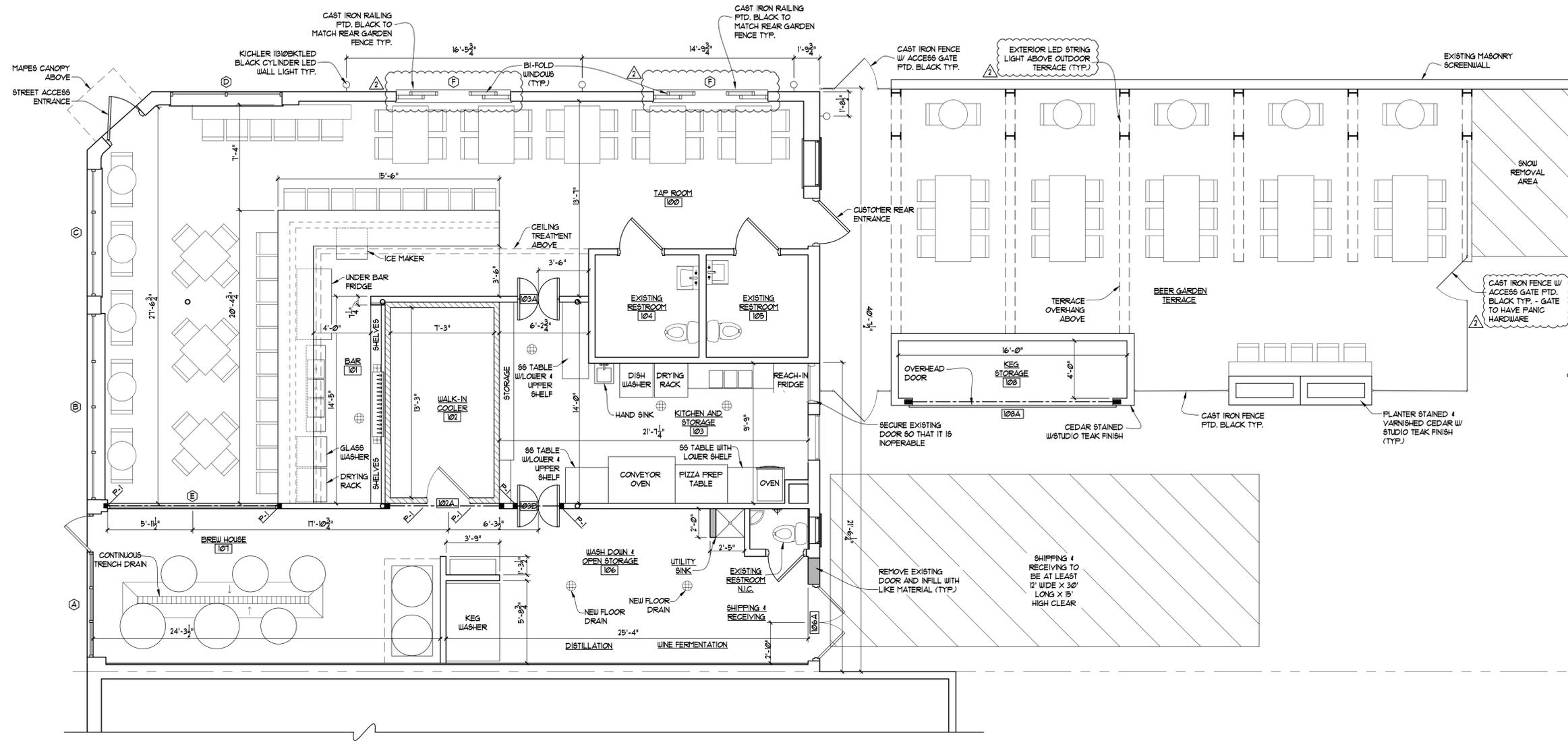
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SHEET:

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DIRECTORY			
CLIENT	DORIAN HALL & JAMES ELLISON BLACK HOP BREWERY	2688 COOLIDGE HIGHWAY BERKLEY, MI 48072	(313) 581-3522
ARCHITECT	HAROLD J REMLINGER AIA, LEED AP DESIGNTEAM PLUS, INC.	975 E. MAPLE RD, SUITE 210 BIRMINGHAM, MI 48009	(248) 559-1000
BREWING EQUIPMENT CONSULTANT	CHRIS BREIMAYER PSYCHO BREW LLC	300 GREENVILLE W DR GREENVILLE, MI 48838	(616) 204-2498

ABBREVIATIONS:	
1. V.I.F. - VERIFY IN FIELD	15. MAT'L. - MATERIAL
2. O.C. - ON CENTER	16. REQ'D. - REQUIRED
3. UN. - UNLESS OTHERWISE NOTED	17. MFR. - MANUFACTURER
4. S.V. - STAIN AND VARNISH	18. W.D. - WOOD
5. P.T.D. - PAINTED	19. EXT'G. - EXISTING
6. V.T.O. - VENT TO OUTSIDE	20. M.T.D. - MOUNTED
7. U.S. - UNDERSIDE	21. STD. - STANDARD
8. AFF. - ABOVE FINISH FLOOR	22. ABV. - ABOVE
9. TYP. - TYPICAL	23. E.P. - ELECTRICAL PANEL
10. H. - HIGH (HEIGHT)	24. M.T. - MARBLE THRESHOLD
11. N.T.S. - NOT TO SCALE	25. T & B - TOP AND BOTTOM
12. T.M.E. - TO MATCH EXISTING	26. P.T. - PRESSURE TREATED
13. L. - LONG (LENGTH)	27. V.W.O. - VERIFY WITH OWNER
14. W. - WIDE (WIDTH)	28. C.T. - CERAMIC TILE
	29. N.I.C. - NOT IN CONTRACT

TABLE OF CONTENTS:	
A-100	GENERAL NOTES
A-200	ARCHITECTURAL SITE PLAN
A-201	FLOOR PLAN & REAR BEER GARDEN PLAN
A-300	ELEVATIONS
A-301	CONCEPTUAL RENDERINGS
A-302	CONCEPTUAL RENDERINGS



FLOOR PLAN
SCALE: 1/4"=1'-0"

POST SCHEDULE	
P-1	(2) 2x4 NON-COMBUSTIBLE
NOTE: SIZE TO BE REEVALUATED UPON FINDINGS REPORTED TO ARCHITECT DURING DEMOLITION	



DesignTeam+
975 E. Maple Road, Suite 210
Birmingham, Michigan 48009
P: 248. 559. 1000

info@designteamplus.com

Client
DORIAN HALL

2684-2688
COOLIDGE HIGHWAY,
BERKLEY, MI 48072

Project
THE BLACK HOP

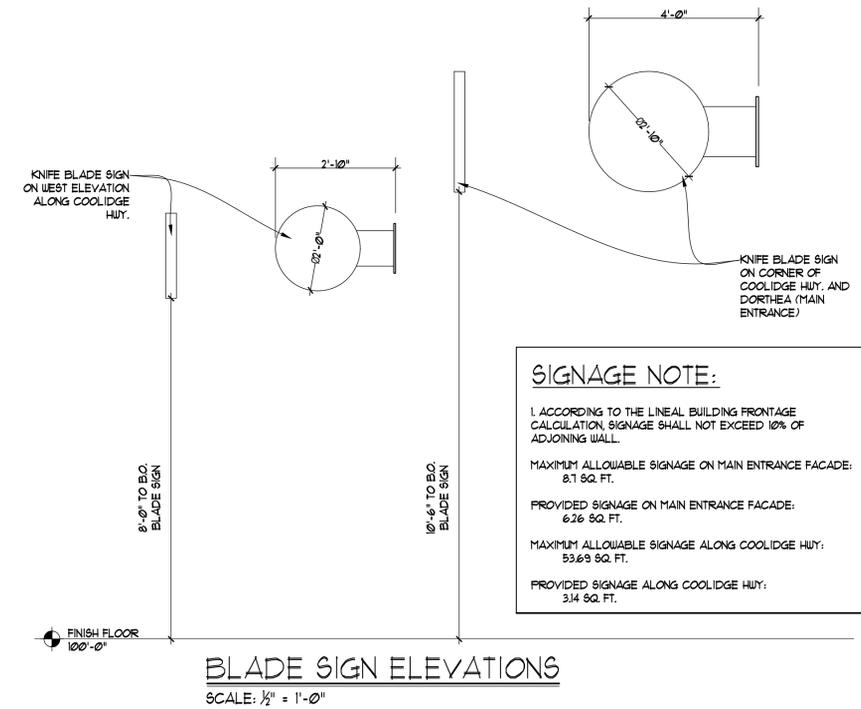
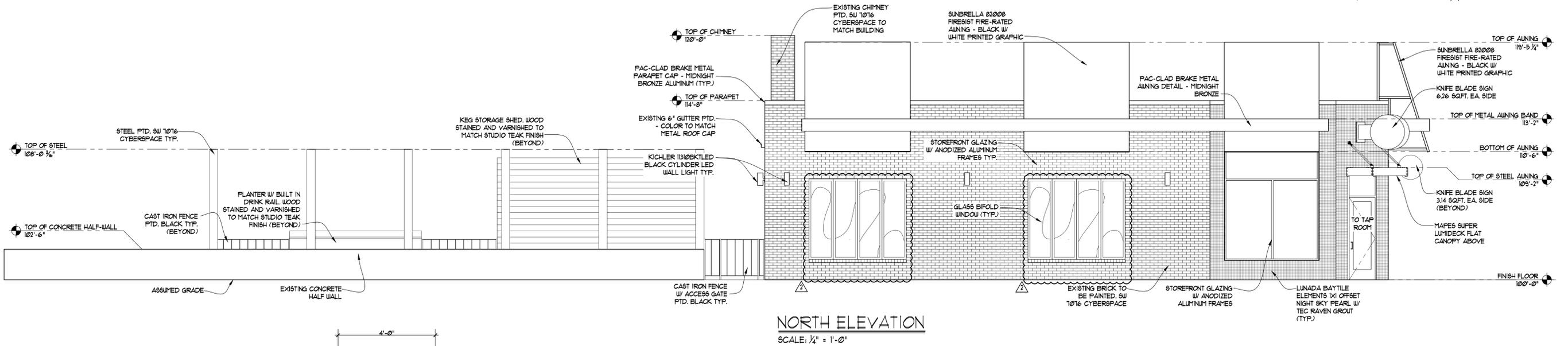
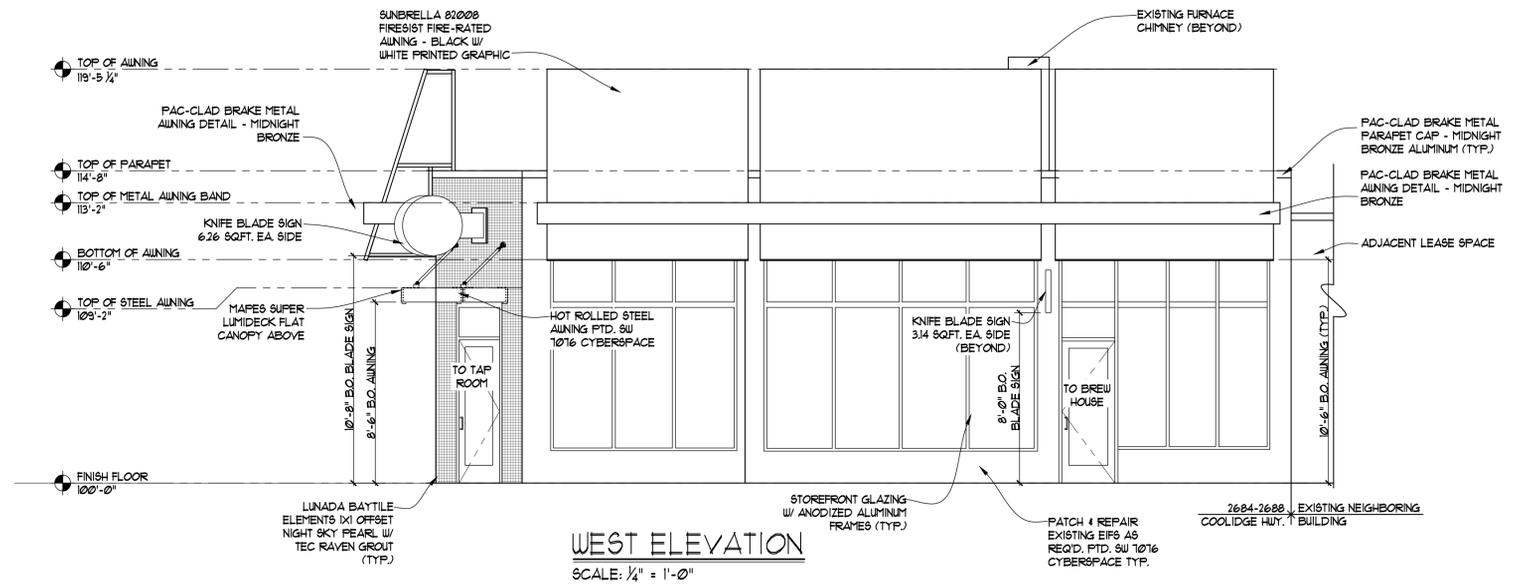
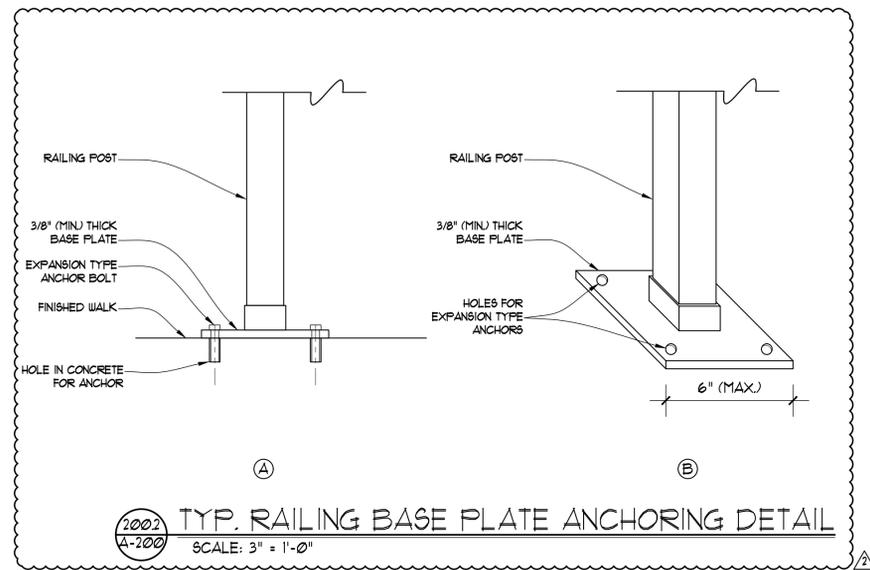
2684-2688
COOLIDGE HIGHWAY,
BERKLEY, MI 48072

Designed/Drawn	JA/TD/LB
Checked/Approved	HJR
Job #	382-2022
File	Black Hop Brewery CD4_2022.dwg

Date/Revisions	Issue for
04/22/22	SPA
05/27/22	SPA + SLU REVISIONS
06/09/22	CITY REQUESTED SPA + SLU REVISIONS

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SHEET:



SIGNAGE NOTE:

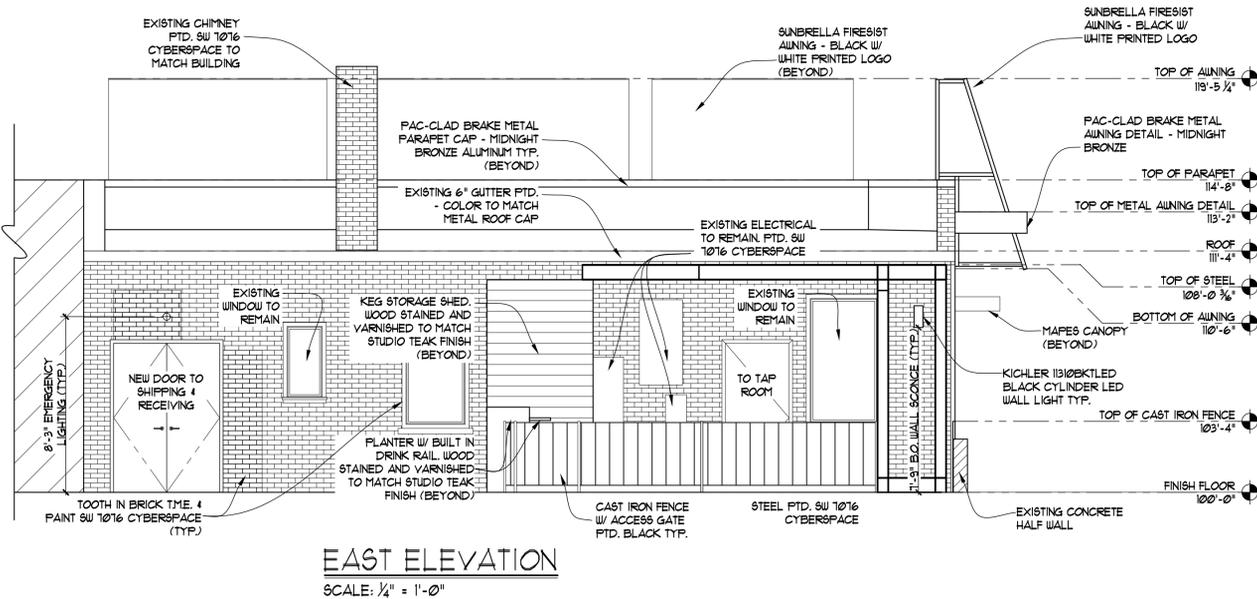
1. ACCORDING TO THE LINEAL BUILDING FRONTAGE CALCULATION, SIGNAGE SHALL NOT EXCEED 10% OF ADJOINING WALL.

MAXIMUM ALLOWABLE SIGNAGE ON MAIN ENTRANCE FACADE: 8.1 SQ. FT.

PROVIDED SIGNAGE ON MAIN ENTRANCE FACADE: 6.26 SQ. FT.

MAXIMUM ALLOWABLE SIGNAGE ALONG COOLIDGE HWY: 53.69 SQ. FT.

PROVIDED SIGNAGE ALONG COOLIDGE HWY: 3.14 SQ. FT.



Cylinder 3000K LED 12.25\"/>

SPECIFICATIONS	
Certifications/Qualifications	
Energy Star	Yes
Title 24 Compliant	Yes
www.kichler.com/veracity	
Dimensions	
Base Backspan	5
Extension	6.50"
Weight	2.63 LBS
Height from center of Wall opening	6.21"
(Span Sheet)	
Height	12.25"
Length	6.50"
Width	6.00"
Light Source	
Delivered Lumens	925
Dimmable	Yes
Expected Life Span (Hours)	45000
Lamp Included	Integrated LED
Light Source	
Max or Nominal Watt	20W
Max Wattage/Range	20W
Mounting/Installation	
Interior/Exterior	Exterior
Location Rating	Wall Mount
Mounting Style	
Weight	3.50 LBS
Photometrics	
Color Rendering Index	90
Kelvin Temperature	3000K
FINISH ATTRIBUTES	
Mounting	
Primary Material	EPDM
Product/Ordering Information	
SKU	11316KTL_LED
Finish	Taupe/Black
Style	Other
UPC	740027545297
Finish Options	
Taupe/Black	

KICHLER CYLINDER LED WALL LIGHT
N.T.S.





CONCEPTUAL ENTRANCE NIGHT RENDERING
NOT TO SCALE



CONCEPTUAL BEER GARDEN DAY RENDERING
NOT TO SCALE



Client
DORIAN HALL

2684-2688
COOLIDGE HIGHWAY,
BERKLEY, MI 48072

Project
THE BLACK HOP

2684-2688
COOLIDGE HIGHWAY,
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05/27/22	SFA + SLU REVISIONS
06/09/22	CITY REQUESTED SFA + SLU REVISIONS



CONCEPTUAL COOLIDGE HWY. RENDERING
NOT TO SCALE



CONCEPTUAL DORTHEA ROAD RENDERING
NOT TO SCALE



Client

DORIAN HALL

2684-2688
COOLIDGE HIGHWAY,
BERKLEY, MI 48072

Project

THE BLACK HOP

2684-2688
COOLIDGE HIGHWAY,
BERKLEY, MI 48072

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04/22/22	SFA
05/27/22	SFA + SLU REVISIONS
06/09/22	CITY REQUESTED SFA + SLU REVISIONS



Comm Dev Director <comdirector@berkleymich.net>

In response to the Notice of Public Hearing letter / zoning / for Black Hop Brewery

Katie Forte

Mon, Jun 20, 2022 at 3:19 PM

To: comdirector@berkleymich.net
Cc: Nick Forte

Good Afternoon Megan,

While we will not be able to attend the upcoming hearing on Tuesday, June 28th, we do have a comment we would like to share and have provided in written form below:

We are *for approving* The Black Hop Brewery to be permitted to develop an outdoor seating/eating area accessory to a bar at [2684 Coolidge Hwy](#). We feel this location is perfect for this land use as it is not directly near any immediate residences within one block, and it should provide adequate distance not to raise any noise concerns. We have seen this work to great success in other communities, for example, Griffin Claw Brewing Company in Birmingham.

After reviewing the application information and current plans, we can see that The Black Hop Brewery intends to invest a great deal in the community with their planned building improvements. We are confident they will be a great addition to the city of Berkley, to the Coolidge corridor, and feel it would boost the local economy and foot traffic to many of the surrounding businesses. We feel their plan with the approved outdoor seating/eating area is a model land use example of Enhancing corridors as vibrant business areas, outlined under Future Land Use in the Berkley Master Plan, and we are thrilled they are willing to seek the proper land use approval as required in the zoning ordinance.

Furthermore, we feel that in the current state of the ongoing global pandemic, having a plan for outdoor seating is necessary for any food/beverage establishments. It provides an option for health-conscious consumers that may otherwise not visit the establishment. It also provides a well-designed, approved solution for outdoor seating, rather than relying on temporary structures and tents that work against the long-term plans of both the city master plan and businesses' that want to ensure their investments have long-term viability.

Thank you for your time,
Katie and Nick Forte
Property owners of 2670 + [2676 Coolidge Hwy](#) (next to the planned location)

Please let us know if you have any questions for our comment and we thank you for your time,
Katie and Nick Forte

Katie Forte | she, her, hers
june & december

See the stories behind our goods
Instagram : Facebook : Pinterest

*"What would it be like ... to consider the tree in the Kleenex, the algae in the toothpaste, the oaks in the floor, the grapes in the wine; to follow back to the thread of life in everything and pay it respect?
Once you start, it's hard to stop, and you begin to feel yourself awash in gifts." -Robin Wall Kimmer, Braiding Sweetgrass*

THE REGULAR MEETING OF THE BERKLEY CITY PLANNING COMMISSION WAS CALLED TO ORDER AT 7:00 PM, JUNE 28, 2022 AT BERKLEY CITY HALL BY CO-CHAIR LISA KEMPNER.

The minutes from this meeting are in summary form capturing the actions taken on each agenda item. To view the meeting discussions in their entirety, this meeting is broadcasted on the city's government access channel, WBRK, every day at 9AM and 9PM. The video can also be seen, on-demand, on the city's YouTube channel: <https://www.youtube.com/user/cityofberkley>.

PRESENT: Shiloh Dahlin Joe Bartus
Greg Patterson Julie Stearn
Lisa Kempner Mark Richardson

ABSENT: Kristen Kapelanski

ALSO, PRESENT: Megan Masson-Minock, Interim Community Development Director
Thea Donahue, Birmingham
Harold Remlinger, Birmingham
Daniel Amari, Berkley
Teresa Forman, Berkley
Jim McGowan, Livonia
Joseph Anderson, Troy

Motion by Commissioner Patterson to excuse the absence of Commissioner Kapelanski. Motion supported by Commissioner Stearn.

Voice Vote to approve the absence of Commissioner Kapelanski.

AYES: 6
NAYS: 0
ABSENT: Kapelanski

MOTION CARRIED

* * * * *

APPROVAL OF AGENDA

Motion by Commissioner Richardson to approve the agenda supported by Commissioner Patterson.

Voice vote to approve the agenda

AYES: 6
NAYS: 0
ABSENT: Kapelanski

MOTION CARRIED

* * * * *

APPROVAL OF THE MINUTES

Motion by Commissioner Patterson to approve the minutes from the special Planning Commission meeting on June 7, 2022 and supported by Commissioner Richardson.

Voice vote to approve the meeting minutes on June 7, 2022.

AYES: 6
NAYS: 0
ABSENT: Kapelanski

MOTION CARRIED

* * * * *

COMMUNICATIONS

Email from McNally's on June 7, 2022 meeting
Letter from City of Huntington Woods on 2222 W. 11 Mile
Email from Katie and Nick Forte on Black Hop Brewery
Michigan Planner Magazine

CITIZEN COMMENTS

NONE

OLD BUSINESS

1. **PSP-02-22: 2222 Eleven Mile Rd. - Butter Provisioning:** The applicant, Grant Jeffries, on behalf of Operation Grow, LLC, - d.b.a. Butter Provisioning Center, 2222 Eleven Mile Rd., Parcel #225-17-358-018, North side of Eleven Mile, between Berkley Ave. and Henley Ave., is requesting site plan approval for the renovation of the existing building to a retail marihuana dispensary and a separate warehouse tenant space.

Interim Community Development Director Masson-Minock provided an overview of the updated information from the last meeting, including options for the screen wall where the alley and sewer pipe exist. DPW and HRC have recommended approval for this site and approval for the traffic impact study. The fire inspector has also approved this. Interim Community Development Director Masson-Minock also stated that the applicant has bought 2200 Eleven Mile, bettering the site circulation and parking. The Planning Commission had three determinations on the parking waiver, landscaping, screening option, as well as the list of conditions in the staff letter.

Commissioners asked questions to Interim Community Development Director Masson-Minock related to items in the packet for this applicant.

APPLICANT PRESENTATION

Grant Jeffries
Five/Eights Architecture, Architect
Ferndale, MI 48220

Chris Klamkin, Founder of Operation Grow LLC, DBA Butter,
Chief Executive Officer
Dan Amory, Chief Executive Officer

Applicant Mr. Jeffries, provided an overview of what has changed since the Sketch Plan meeting in February, with main discussion on parking, site circulation, and dumpster access.

Mr. Jeffries summarized the major changes that have occurred. Mr. Jeffries discussed the purchasing agreement and current business with 2200 Eleven Mile that will better the parking at 2222 Eleven Mile. There was clarification on the dumpster placement that was addressed during the sketch plan. The parking agreement with the Masonic Temple was renegotiated and the new terms were presented. Mr. Jeffries addressed the site lighting and mural, as well as the masonry wall. There was discussion on 13361 Eleven Mile in Oak Park as well.

Commissioner Richardson asked the applicants questions regarding employee's numbers, parking circumstances, shared parking with the building that was purchased, and the building in Oak Park.

Commissioner Richardson also asked the applicants about the property line, sewer pipe and the location of the masonry wall. There was discussion with residents and Interim Community Development Director Masson-Minock on the sewer pipe and fencing options

Commissioner Dahlin asked for clarification on the lights located on the west side and the deputy of the sanitary sewer.

Joe Anderson from Giffels Webster Engineers answered Commissioner Dahlin's questions about the manhole and fencing.

Commissioner Bartus asked applicants about the specifics of the fence, and the signage they will be using for the parking lots.

Co-Chair Kempner asked about the memo from McDowell and Associates and permeable pavers and drainage

PUBLIC COMMENT

Dave Losey - Stated that he would prefer a block wall, because if it was going to be a fence, cars that would come into the parking lot the lights from the car shine above his eight (8) ft fence already. He suggested having a ten (10) ft fence instead of an eight (8) ft wall.

Theresa Forman - Stated that this plan is much better, but has concerns about the wall. She also asked about the door usage on the north side. She prefers a masonry wall to keep the sound and light masked.

Denise Losey - Stated that it would be nice to have some kind of privacy, which is what would be lost if they had the shorter fence. Something to help with the noise and light would be appreciated.

There was discussion between the Commissioners, applicant and the Community Development Director specifics on the height and neighboring wall and where the 10ft wall would be.

The Commissioners discussed the landscaping, stated that it met the ordinance, and suggested arborvitaes for the areas of concern, flower pots or boxes to put on the wall or fence.

There was general conversation on the sewer maintenance, placement of the easement and sewer pipe, and the future of fence repair if needed.

The Commissioners stated that the wood fence would be the best solution and want to see it ten (10) ft, agreed with the presented landscaping, and are in support of the parking waiver.

Motion by Commissioner Bartus to approve application PSP-02-22; with recommendation of allowing the parking waiver; recommended that the proposed landscaping meets the Ordinance 139-678, and a condition of the approval is the screening options of the wood fence with an eight (8) ft height with a ten (10) ft required for the section adjacent to the driveway, and conditional upon the following items 1-7 listed on the staff letter dated June 28, 2022. Supported by Commissioner Stearn.

AYES: Bartus, Kempner, Patterson, Stearn, Richardson, Dahlin

NAYS: 0

ABSENT: Kapelanski

MOTION CARRIED

2. **PSP-06-22: 3737 Twelve Mile Rd. - The Phillip Rowhomes:** Daniel Stakhiv, on behalf of Berkley Deal LLC, 3737 Twelve Mile Road, Parcel #25-18-126-020, is requesting final site plan approval of a new seven-unit Row Homes development in the Twelve Mile District.

Interim Community Development Director Masson-Minock stated that one of the conditions from the March site plan approval is that conditions of approval are finalized with the review by the Planning Commission which is presented at this meeting. Interim Community Development Director Masson-Minock provided the reviews from DPW, and HRC.

APPLICANT PRESENTATION

Daniel Stakhiv

Applicant, Mr. Stakhiv, presented the changes that occurred since March including the front facade removing the balconies and putting a deck on the south part not affecting the setbacks that were approved in March. Mr. Stakhiv stated that the RCOC is still under review and clarified the dumpster enclosure confusion.

Commissioner Richardson asked the applicant about the roof deck, if the situation is unresolved. Interim Community Development Director Masson-Minock stated that the Planning Commission had discussed this at their prior meeting, and does not think those are outstanding issues.

PUBLIC COMMENT

NONE

The Planning Commission stated that they like the way everything is presented and the idea of composite for the gate on the dumpster

Motion by Commissioner Bartus to approve application PSP 06-22; with the following conditions referenced in the staff letter dated June 21, 2022 items 1-4 and the additional requirement to provide a wood composite fence gate on the dumpster, with all of the waivers and prior approvals. Supported by Commissioner Patterson.

AYES: Dahlin, Richardson, Stearn, Patterson, Bartus, Kempner

NAYS: 0

ABSENT: Kapelanski

MOTION CARRIED

NEW BUSINESS

- 3. **PSU-01-22: 2684 - 2688 Coolidge Highway - The Black Hop Brewery:** The applicant, Dorian Hill on behalf of The Black Hop Brewery, 2684 Coolidge Hwy. Parcel #25-15-155-030, east side of Coolidge Hwy., between Catalpa Dr. and Franklin Rd, is requesting special land use approval for an outdoor seating/eating area accessory to a bar.

Interim Community Development Director Masson-Minock stated that the applicant has already received site plan approval, the facade and interior have been improved. The applicant is here for the meeting because the Berkley ordinance public seating/outdoor dining is a special land use in this district. Interim Community Development Director Masson-Minock presented the review for Carlisle/Wortman noting some topics of discussion. Interim Community Development Director Masson-Minock reviewed the standards for Special Land use.

APPLICANT PRESENTATION

Dorin Hall	Harold Remlinger, & Thea Donahue
	DesignTeam Plus

Mr. Remlinger stated that the exterior of the building design has been approved, and stated that this will be the third Black Owned Brewery in the State of Michigan, and it will be the first in Southeastern Michigan.

Ms. Donahue reviewed the changes that the team had made from each of the suggestions in the review.

Commissioner Richardson asked the applicant about seating numbers. Mr. Remlinger stated that occupancy is determined by building code with the number being at max.

Co-Chair Kempner opened the floor to public hearing at 8:48 pm.

PUBLIC COMMENT

NONE

Email that is in favor of this

Co-Chair Kempner closed the floor to public hearing at 8:48 pm.

The Planning Commission discussed the standards for special land use approval, including the lighting waiver and string lights, snow removal and noise.

The applicant and Planning Commission discussed the hours of operation and music with the noise level and the surrounding area not being affected by the noise too much.

Motion by Commissioner Patterson to approve PSU-01-22; with following condition that the lighting as shown on plans with a waiver to be used, if it changes, go back to staff review, snow removal is adequate, all other meetings must be held in accordance with staff letter based on discussion, and noise levels will comply with non-nuisance laws. Find that findings are sufficient with the discussion that was had. Supported by Commissioner Richardson.

AYES: Dahlin, Richardson, Stearn, Patterson, Bartus, Kempner
NAYS: 0
ABSENT: Kapelanski

MOTION CARRIED

LIAISON REPORT

Commissioner Richardson stated that the Environmental Committee had a bike carrel at Art Bash located by Clarks Ice Cream. Although it did not have as much business in prior years, there was positive feedback and will take time to build back up and might expand to other Berkley events.

Co-Chair Kempner stated that the DDA had a very successful Pride Block Party, and the committee is already ready for next year.

COMMISSIONER COMMENTS

Commissioner Richardson stated this would be his last meeting after 11 years on the Planning Commission. It has been a rewarding experience, and would not leave if he did not think the Planning Commission was in good shape.

Commissioner Patterson wished Commissioner Richardson well, and thanked him for all the years on Commission and supporting them through the years.

Commissioner Stearn stated she will not be at the next meeting due to a conference

STAFF COMMENTS

Interim Community Development Director Masson-Minock thanked Commissioner Richardson for his many years of service and involvement in the Master Plan.

The Planning Commission will be seeing a Sketch Plan from Vinsetta Garage and possibly a Sketch Plan from Yellow Tail.

Interim Community Development Director Masson-Minock also stated that Kristen Kapelanski will be the Community Development Director at Berkley. Two Commissioners will be joining, and if the Commissioners know of anyone that would be interested or add value to send the recommendations to Kristen.

Interim Community Development Director Masson-Minock thanked the board for helping her all these months, and has learned a lot from them.

ADJOURNMENT

Motion to adjourn by Commissioner Patterson supported by Commissioner Stearn.

Voice vote for adjournment

AYES: 6

NAYS: 0

ABSENT: Kapelanski

With no further business, the meeting was adjourned at 9:12 p.m.

DRAFT

July 18, 2022 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to authorize the City Manager to approve the proposal from Hubbell, Roth & Clark, Inc. (HRC) to provide professional engineering services at a cost not to exceed \$10,849.48 for Oxford Park path extension. Funds for his expenditure will come from account number 614-950-821-000.

Ayes:

Nays:

Motion:

Memo

To: Matthew Baumgarten, City Manager
Cc: Mark Pollock, Finance Director
From: Theresa McArleton, Parks & Recreation Director
Date: 7/7/22
Subject: Proposal for Professional Engineering Services – Oxford Park Path Extension

As you are aware the City has appropriated funds in the 2022/23 budget year to construct a walkway from Oxford road to the main walkway in Oxford Park as well as a connecting walkway to the toddler play area. This walkway will make it more accessible to access the park from the north end and to access recreation amenities in the park.

The first step in moving forward with this walkway is to approve the professional engineering services of Hubbell, Roth & Clark, Inc. (HRC) to assist the city with the development of the bid and award package. We hope to complete this work in the fall of 2022, but this will depend on bids received and construction work flows. You can clearly see the timeline as well as work provided through this proposal. Please note that construction engineering services are not included in this proposal and another approval would be needed after bidding for this work.

Our department does have separate engineering funds allocated for this work. I recommend that the City accept this proposal and contract with HRC for a total cost not to exceed \$10,849.48 for professional engineering services for Oxford Park walkway work. Funds for this expenditure will come from account number 614-950-821-000.

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

ATTACHMENTS



July 07, 2022

City of Berkley
3338 Coolidge Highway
Berkley, Michigan 48072

Attn: Ms. Theresa McArleton, Director of Parks & Recreation

Re: Proposal for Professional Design Engineering Services
Oxford Park Path Extension

HRC Job No. 20220604.01

Dear Ms. McArleton:

In accordance with your request, we are pleased to provide this Proposal for Professional Design Engineering Services related to the Oxford Park Path Extension. The scope of this project is the construction and extension of the HMA pathway in Oxford Park that was constructed in Spring, 2021 as part of the City's awarded MDNR Land and Water Conservation Fund development grant for the construction of a Splash Pad and Restrooms. It is our understanding that the proposed path extension will be solely funded by the City (via the Parks and Recreation Department). Our scope of services was developed as a result of our recent email correspondence and project scoping meeting.

Scope of Services:

HRC will provide the following Professional Engineering Services for this project:

1. Perform a supplemental topo survey of the areas of the Park identified during the scoping meeting.
 - a. HRC will utilize previously collected topo information for portions of the park as well as data collected as part of the SAW program and supplement with additional data as necessary for design of the path extension.
 - b. The survey shall include locating existing permanent structures, features and fences.
 - c. Contour shots at a 50-foot spacing maximum.
 - d. Obtain elevations of adjacent properties to verify existing over-ground storm water flows are not affected by the project.
2. Complete bid/construction plans and specifications for the following elements:
 - a. **6' wide HMA (hot mixed asphalt) walkways**
 - i) At a minimum, the proposed asphalt path extension will be designed to connect Oxford Road with the proposed new toddler play area, the recently completed walkways connecting to the splashpad, restrooms and other playscape areas, and ultimately to the existing sidewalks on Cambridge and Bacon.
 - b. **Addition of a Rain Garden/Other Best Management Practices (BMPs) (Optional)**
 - i) Additional topography and additional time/effort associated with the design of a raingarden/other BMP would occur under this option, dependent on proposed location(s).
 - c. **Site Restoration**
 - i) Disturbed areas will be restored with screened topsoil, seed and mulch blankets.

3. Attendance of a project kickoff meeting and a 90% design review meeting at the City, as required. A preliminary construction estimate will be provided at the kickoff and 90% meetings. Attendance at one (1) City Council meeting for project construction bid award.
4. HRC will assist in the bidding process, tabulate the bids and make a recommendation for award.

Clarifications:

1. Landscape/irrigation design services are not included in this proposal.
2. Construction Engineering services are not included in this proposal. After bidding HRC will provide an additional proposal to include construction engineering, construction administration, survey layout, materials testing, progress meetings, submittal reviews, and part-time or full-time construction observation, as required.
 - a. HRC suggests providing a proposal for these services at a later date because budgetary constraints may affect scope of construction work.
3. Obtaining temporary private property construction easements are not included in this proposal as HRC assumes all work will be completed within City ROWs.
4. The existing baseball fields and perimeter parking are to remain as-is.

Professional Engineering Costs:

Topographic Survey	\$ 3,196.67
Preparation of Project Bid Package	\$ 4,209.06
Project Management, Meetings & Cost Estimate	\$ 2,905.22
<u>Bidding Assistance & Recommendation</u>	<u>\$ 538.53</u>
Total Professional Engineering Costs	\$ 10,849.48

Engineer's Estimated Timetable

<u>Work Task</u>	<u>Completion Date</u>
Approval of HRC Contract by City Council	July 18, 2022
Topographic Survey Completed	August 2022
90% Design Review Meeting	Late August 2022
Advertise for Bids	September 2022
Award Project (Council Meeting)	September 2022
Preconstruction Meeting	September 2022
Commence Construction	September 2022
Substantial Completion of Construction	November 01, 2022

SUMMARY:

We are prepared and staffed to commence work on the proposed project immediately upon your authorization to proceed. If this proposal is deemed acceptable, please sign one copy and return to this office.

We would propose to work on a time and materials basis with a **not-to-exceed** total limit of **\$10,849.48**. Hubbell, Roth & Clark, Inc. billings for Professional Services will be based on our current Contract with the

City.

Thank you for the opportunity to work with the City on the Oxford Park Path Extension. 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,

Accepted By:

HUBBELL, ROTH & CLARK, INC.

City of Berkley



Roland N. Alix, P.E.
Vice President

Signature: _____



Edward Zmich
Project Manager

Written Name: _____

Dated: _____

Attachment: HRC Fee/Manhour Table

EDZ/edz
pc: Matthew Baumgarten, Shawn Young

PROJECT FEE/MANHOOR TABLE

JOB NUMBER: 20220604
 PROJECT NAME: Oxford Park Path Extension
 PRINCIPAL: Roland Alix
 PROJECT MANAGER: Eddie Zmich
 DATE: July 7, 2022

TASK	HRC STAFF POSITION													
	PRINCIPAL		SURVEY OFFICE SUPERVISOR		GRADUATE ENGINEER		MANAGER		SR CADD TECHNICIAN		SURVEY PARTY CHIEF		TOTAL	
	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE
1 Preliminary Design														
Initial Project Review, Site Visit & Coordination	1	\$159.50			1	\$98.60	1	\$144.13					3	\$402.23
Topographic Survey & Background Dwgs			2	\$277.24	2	\$197.20					16	\$2,320.00	20	\$2,794.44
2 Design Documents - Site														
Design Drawings - Site Paving & Grading					24	\$2,366.40			8	\$765.60			32	\$3,132.00
Specifications					8	\$788.80	2	\$288.26					10	\$1,077.06
3 Project Management														
Administration							4	\$576.52					4	\$576.52
Project Kickoff Meeting					1	\$98.60	1	\$144.13					2	\$242.73
90% Design Review Mtgs					2	\$197.20	2	\$288.26					4	\$485.46
90% Cost Estimates					2	\$197.20	1	\$144.13					3	\$341.33
Finalize Docs & Prepare Bid Package					4	\$394.40	4	\$576.52					8	\$970.92
Construction Award Council Meeting							2	\$288.26					2	\$288.26
4 Bidding Assistance														
Questions During Bidding					1	\$98.60	1	\$144.13					2	\$242.73
Addendum					1	\$98.60							1	\$98.60
Bid Tab & Recommendations					2	\$197.20							2	\$197.20
TOTAL NOT-TO-EXCEED FEE													93	\$10,849.48

July 18, 2022 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the purchase of a Video Surveillance and Access Control System for the Department of Public Works at a total cost not to exceed of \$77,149.79 from Presidio. Funds will come from an amended account 592-536-982-592.

Justification:

1. These systems would provide a safe secure working environment by monitoring and limiting entry into the facility to authorized persons only.
2. The purchase would be using the Michigan REMC 2019-2024 Computers and Networking Contract.
3. The proposed system is designed to expand on existing and future upgrades at all of the municipal buildings.
4. This purchase would be a FY 21-22 purchase utilizing an amended account # 592-536-982-592.

Ayes:

Nays:

Motion:



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

Transmittal Memo

To: Matthew Baumgarten, City Manager
Cc: Mark Pollock, Finance Director
From: Shawn Young, DPW Director 
Date: July 7th 2022
Subject: Recommendation for Award – Video Surveillance and Access Controls from Presidio

As part of the Public Works Facility upgrades we have incorporated some long overdue security features. Most notably is the proposed video surveillance and access control systems. These systems will provide a safe secure work environment by monitoring and limiting entry into the facility. The system is designed to expand on existing and future upgrades at all of the municipal buildings.

This would be a FY21-22 purchase that would require a budget amendment and utilizes account # 592-536-982-592 (Equipment).

We propose to utilize the Michigan REMC 2019-2024 Computers and Networking for this purchase in an actual amount of \$77,149.79.

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

PRESIDIO®

**PhySec - DPW - Card Access &
Video Surveillance**

STATEMENT OF WORK

CITY OF BERKLEY

06-July-2022

PROPOSAL TEAM

Name	Company/Function	Phone	Email
Matt Camps	Presidio Account Manager	248.679.3208	mcamps@presidio.com
Russ Orman	Presidio Solution Architect	248.679.3220	rorman@presidio.com

REVISION HISTORY

Revision	Revision Date	Notes
V0.1	19-May-2022	First Internal Release
V1.0	19-May-2022	First Client Release
V1.1	01-June-2022	Updated After Meeting
V1.2	06-July-2022	Pricing Update

Notices:

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Other product and company names mentioned herein may be the trademarks of their respective owners.

1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions Group, LLC ("Presidio") is pleased to propose the following solution to City of Berkeley ("Client"). This Proposal summarizes the services to be provided by Presidio.

1.2. Project Scope

The intent of this project is to provide and install physical security systems at the City's DPW buildings. Specifically, installing video surveillance cameras expanding on the City's existing Avigilon ACC VMS, and initiating a new card access platform that can be the basis for expansion at future locations within the City. This proposal includes providing, installing and programming all below components, unless otherwise noted.

Video Surveillance

- Install a total of (10) Avigilon cameras, which will tie back to the City's existing Avigilon server. We are utilizing as many components as possible already owned by the City from a previous purchase:

Owner Furnished Equipment (OFE), Presidio Installed:

- 3.0C-H5SL-D1, installed in the Waiting Room (Interior)
- (2) 2.0C-H5A-BO1-IR, installed in 2 corners of the Main Building Garage (Interior)
- 2.0C-H5SL-BO1-IR, installed in the New Storage Room (Interior)
- 24C-H4A-3MH-180, installed on the West side of the building (Exterior)
 - Includes IR ring, Presidio to provide 60W PoE++ injector, Pendant Mount & Wall Mount required
- 8.0C-H5A-BO1-IR, installed covering the South Gate Entrance (Exterior)
- 8.0C-H5A-BO1-IR, installed covering the North Gate Entrance (Exterior)

Presidio Furnished Equipment, Presidio Installed:

- 24C-H4A-3MH-270, installed on the North-East corner of the building (Exterior)
 - Includes IR ring, 60W PoE++ injector, Pendant Mount, Wall Mount & Corner Mount
- 24C-H4A-3MH-270, installed on the South-East corner of the building (Exterior)
 - Includes IR ring, 60W PoE++ injector, Pendant Mount, Wall Mount & Corner Mount
- 24C-H4A-3MH-270, installed on the South-East corner of the South building (Exterior)
 - Includes IR ring, 60W PoE++ injector, Pendant Mount, Wall Mount & Corner Mount
- (12) Avigilon ACC 7 Enterprise camera licenses (10 for cameras, 2 for video intercom feeds)
- (10) category 6 cables for the cameras, patched in to owner provided PoE switches

Access Control

- Provide Avigilon Control Manager (ACM) Virtual 6 to be installed on Owner-Provided VM. Includes (64) reader licenses (can be expanded with additional licensing).
- Provide Avigilon Badging Licenses to design & print badge designs
- Provide and install (7) Signo 40 card reader locations (door hardware provided by others):
 - Parts Vestibule Entrance from Exterior
 - Waiting Room to Open Office area (includes door contact & request to exit motion)
 - East Door from Garage to Hall #2 (includes door contact & request to exit motion)
 - North Door from Garage to Hall #2 (includes door contact & request to exit motion)
 - North Exterior Door to Garage (includes door contact & request to exit motion)
 - South Gate Entrance (In Reader)

- South Gate Exit (Out Reader)
- Additionally at the South Gate, provide & install qty (2) of all items below (Entrance & Exit):
 - Video Intercom for Visitors to communicate with office staff
 - Long-range Nedap reader for City vehicles with appropriate tags to be granted access without needing to present a badge at the card reader on the pedestal (reader to be mounted on brick wall)
 - Pedestal & box to support components
- At the North Gate, provide & install:
 - Long-range Nedap reader for City vehicles with appropriate tags to be granted access without needing to present a badge at the card reader on the pedestal (reader to be mounted on wall)
- Provide and install all head-end components including power supply, enclosure, reader boards, etc.
- Provide (100) Nedap windshield stickers for use in City vehicles
- Provide (100) card reader badges
- Provide and install a dual-sided badge printer with supplies required
- Provide and install (2) "Master Station" units for the Video Intercoms for communication with the South Gate visitors
- Composite access control cabling required for all readers and devices
- Note: all pathway from building to gate motors, pedestals and long-range reader locations provided by others

1.3. Project Management

Presidio will provide a Project Manager (PM) who is familiar with the technology involved and experienced in project management best practice methodologies.

The Project Manager will:

- Act as the primary point of contact for the project team
- Schedule Presidio resources for tasks associated with the project
- Work with City of Berkley and Presidio project personnel to prioritize and plan the activities for the duration of the engagement and provide agendas for key meetings
- Review and communicate the status of the project with periodic status reports and/or conference calls that highlight performance on planned tasks, as well as any issues or other areas requiring attention by Presidio and/or City of Berkley
- Manage Project Change Requests (PCR) for any changes in services or deliverables, both added and removed from the scope, along with any associated charges or credits if applicable.
- Attend any onsite project meetings as required by the scope of the engagement.
- Create an implementation schedule with all necessary tasks and associated timelines

1.4. Locations

Presidio will complete services work as defined in this Statement of Work for the location(s) identified in the below table:

Site Name	Address	City State ZIP	On-Site/Remote Services
DPW	3238 Bacon Ave	Berkley, MI 48072	On site

1.5. Assumptions

Presidio makes the following assumptions in developing this Statement of Work. By signing this SoW, client agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using Presidio Change Management Process and may impact the project duration and labor requirements.

The following project assumptions are made and will be verified as part of the engagement:

- All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 AM to 5:00 PM, excluding holidays) unless noted as “Off Hours” in this SOW.
- If product is delivered to or staged at a Presidio facility, the acceptance of equipment by Client occurs upon the receipt of goods at Presidio.

1.6. Customer Responsibilities

The following items are assumed to be provided and completed by City of Berkley or 3rd party resources utilized by City of Berkley other than Presidio:

- Adequate power requirements (120V)
- Network Connectivity
- Installation of Raceway
- Electrified door hardware as needed
- Required servers and workstations
- Fire alarm relay and interface as needed
- All servers and workstations that meet or exceed requirements
- Rack space, patch panels and patch cables
- Required wall space for mounting enclosure(s)
- Patching, painting and repair of installation areas
- Adherence and compliance to local codes

1.7. Out of Scope

Installation or configuration of the following items is considered out of scope for this engagement:

- Use or rental of lift as needed for completion of work
- Central station monitoring fees are not included in this proposal
- Only tasks or items that are listed specifically in this document are considered within the project scope. Additional tasks on work requested will result in a Project Change Request.

2. PRICING

2.1. Project Pricing

Presidio is providing a Fixed Fee Price (FFP) as part of this Proposal.

Presidio will invoice City of Berkley based on the project milestone(s) listed below:

Billing Milestone	Amount
Project Initiation	\$10,394.56
Project Closure	\$20,487.46
Services Total:	\$30,882.02

The following materials or products costs are included as part of this project:

Description	Amount
Project Parts	\$46,267.77

The following reflects the entire project cost:

Project Total
\$77,149.79

2.2. Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

2.3. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

3. TERMS AND CONDITIONS

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

- 1. Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment.

Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.

CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement.

Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendars day period. Presidio shall address the issue before subsequent work is undertaken.
- 2. Shipment of Product.** All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
- 3. Limitations of Warranties.** Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
- 4. Intellectual Property.** CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
- 5. Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
- 6. Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
- 7. Non-Solicitation Provision.** During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was

introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.

8. **Export Law Compliance.** CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
9. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
10. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Michigan. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Kent County, Michigan, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.
11. **Miscellaneous.** This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
12. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

4. AUTHORIZATION TO PROCEED

The use of signatures on this Proposal is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Proposal is valid for a period of sixty (60) days from the date that this proposal is provided by Presidio to City of Berkley unless otherwise agreed to by both parties.

City of Berkley Representative

Signature

Date

Printed Name

Invoice/Bill to Address

Presidio Representative:

Signature

Date

Printed Name & Title

Please sign and return the entire document to Presidio.

Thank you.

July 18th, 2022 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the purchase of a 2023 Elgin Broom Badger Sweeper at a total cost not to exceed of \$290,000 from Bell Equipment Company.

Ayes:

Nays:

Motion:

Justification:

1. This new piece of equipment will be used primarily for sweeping of local and major roads. Alternative uses may include municipal parking lot sweeping and curbside leaf pickup operations.
2. The purchase would be using the Sourcewell Cooperative Contract #093021-ELG.
3. A manufacturer warranty will be provided for a term of one year for parts, labor and transportation. Extended warranties are available for the Isuzu chassis.
4. Bell Equipment has been selling and servicing this type of equipment for many years with a local parts and service facility located in Lake Orion MI.
5. This purchase was identified in the 2022-2023 Capital Equipment Replacement Plan. Funds totaling \$290,000 have been appropriated in the 2022-2023 Fiscal Budget under account 202-466-985-000 (Vehicles).



Transmittal Memo

To: Matthew Baumgarten, City Manager
Cc: Mark Pollock, Finance Director
From: Shawn Young, DPW Director 
Date: July 5th 2022
Subject: Recommendation for Award - 2023 Elgin Broom Badger from Bell Equipment Company



As part of the FY 2022-2023 budget process, funds in the amount of \$290,000 were allocated for the purchase of a new Street Sweeper. This unit will be used primarily for sweeping of both local and major roads. Alternative uses may include Municipal parking lot sweeping and the final clean up passes of the curbside leaf pickup program.

While this unit is a change from our traditional 3 wheel style sweeper that we have used for decades we feel that it is the best fit for our current needs.

We propose to utilize the Sourcewell Cooperative Contract #093021-ELG for this purchase in an actual amount of \$264,830 with the remaining \$25,170 of the budgeted amount remaining as a contingency for unexpected manufacturer surcharges. This contingency would bring the total funds requested to no more than the budgeted \$290,000.

The Elgin Broom Badger will come with a minimum one-year full warranty for parts and labor (no deductible). There are separate extended warranties that cover the Isuzu chassis of this unit.

The unit was programmed in the 2022-2023 Capital Equipment Replacement Plan. Funds are allocated in the 2022-2023 Fiscal Budget under account number 202-466-985-000 (Vehicles-\$290,000).

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



Broom Badger™

4 wheel mechanical street sweeper



The Elgin Broom Badger – Easy to operate. Easy to maintain. No CDL required.

Looking for a maneuverable yet powerful compact mechanical sweeper? If so, consider the Broom Badger™ from Elgin Sweeper. This dual-engine sweeper, is easy to operate and maintain and does not require a CDL to operate making it ideal for our municipal and contractor customers who need powerful cleaning without a full-size sweeper. The compact, low-profile design allows easy access to tree-lined streets. And the short, 109-inch wheelbase and a tight turning radius give the operator great maneuverability for cul-de-sac curb lines and tightly winding streets without sacrificing robust sweeping performance.

Chassis/Cab The Broom Badger is mounted on an Isuzu NRR 19,500 lb class 5 cabover chassis that provides highway-speed travel capability for quick transport from job site to job site and excellent visibility for safer operation. An available air ride suspension option provides additional operator comfort. The standard 12-inch spot mirrors and low-cut windows provide the operator with precise gutter broom viewing. A standard dual-camera and color monitor system provides views to the side broom or rear view. The ergonomically designed control console provides easy, comfortable operation.

Sweep System The efficient sweeping system is powered by an auxiliary Tier 4i Kubota 59-horsepower diesel engine and the variable displacement hydraulic pump provides just the necessary amount of oil.

Broom design The sweeper features dual gutter brooms with up to a 114-inch sweep path. The direct drive brooms feature in-cab control for down pressure and tilt angle. Four-link broom trailing arms provide increased longevity.

Elevator design Featuring a direct drive squeegee-type conveyor design to handle heavy-duty sweeping applications, the 58.5-inch wide conveyor on the Broom Badger sweeper eliminates the need for curtains and provides increased productivity. The hinged cover allows for easy cleaning and inspection.

Water tank and hopper The sweeper is equipped with a 220-gallon water tank for dust suppression. The side-dumping, 4-cubic yard debris hopper allows extended sweeping intervals for increased productivity on the job. A full payload can be off-loaded from the side dump hopper from ground level to a 10 ft. dump height.

For more information or to request a demonstration of the Elgin Broom Badger contact your Elgin dealer or visit www.elginsweeper.com to locate a dealer nearest you.

General Specs

Sweep Path:

- Main broom only: 58"
- Main broom & one side broom: 87"
- Main broom and 2 side brooms: 114"

Chassis Commercial Class 5

Wheel Base 109"

Warranty Sweeper, 1 year parts & labor

Sweeper Engine

Make Kubota V2403M

Type 4 cylinder

Displacement 2.4 L

Horsepower 59 @ 2700 RPM

Torque 122 lb. ft. (165 Nm)

Aspiration Turbo charged

Main Broom

Type Prefab disposable

Polypropylene filled

Diameter 36" (914 mm)

Broom Material Polypropylene

Length 58" (1,473 mm)

Core Type Disposable steel tube

Speed Variable with engine RPM

Drive Hydraulic motor with direct drive

Digging Pressure & Wear Control

Adjustable spring

Lift control Hydraulic

Mounting Full-floating trailing arm

Side Broom

Type Disposable 5 or 6 segment, plastic

Diameter 32" (813 mm)

Broom material 26" wire (660 mm)

Disc Construction Steel

Speed Variable with engine RPM,

adjustable on side of machine

Drive Full hydraulic

Digging Pressure & Wear Control

Hydraulic

Lift control Hydraulic

Flexibility Free-floating and full side-ways oscillation

Mounting Trailing Arm

Down Pressure Indicator In cab dial

Conveyor

Type Squeegee with rubber edging

Material (elevator bottom) Bolt-in two-section abrasion resistant steel plates

Speed Constant

Drive Reversible hydraulically-driven steel chain on polyurethane sprockets

Adjustment Chain adjuster

Lift Control Hydraulic

Instrumentation/Controls

Warning Lamps & Buzzer

Low hydraulic oil

Conveyor stall

Warning Lamps

Hydraulic oil temperature

Hydraulic oil filter restriction

Hopper position

Low water tank level

Electrical System (Sweeper & Chassis)

Twelve Volt Negative Ground System

110 amp alternator

Battery 2 12v 1500 CCA total

Circuit Protection Automotive fuses

Wiring Number identified with

weatherproof connectors

Central wiring and relay locker

Hydraulic System (Sweeper)

Sweep System Pump Load sense piston

Capacity 32 GPM @ 2200 RPM

Fittings 37° JIC

Reservoir Capacity 25 gal (95 L)

Return filter 10 micron

Filter Restriction

Breather 10 micron

Cooler Externally mounted

Valves Electro-hydraulic with manual override

Hopper

Volumetric Capacity 4 yd³ (3.02 m³)

Material volume 3.2 yd³ (2.45 m³)

Dumping Left side

Hopper Lift and Dump Controls

Hydraulic in-cab

Inspection Door

Offload

Left Side

Minimum dump height 18" (457 mm)

Maximum dump height 120" (3,048 mm)

Maximum hopper dump angle 48°

Design lift capacity 9,000 lbs (4,090 kgs)

Lifting mechanism Two stage scissors with hydraulic cylinder

Water Spray System

Tank construction Polyethylene

Tank capacity 220 gals (833 L)

Pump Electric diaphragm

Spray nozzles 3 across main broom

3 over each gutter broom

5 across front bumper

Controls In-cab pump control

Available Enhancements

- LED strobe
- Arrow stick
- Fire extinguisher
- Hydrant wrench
- Chassis air suspension
- Conveyor flush
- Driven suspension seat

Paint

Body: High-gloss white

Custom colors available

Undercarriage:

Black

Chassis

Isuzu NRR. Contact your Elgin Dealer for detailed chassis specifications.

Warranty

Sweeper

1 year parts and labor

Engine

Consult Factory

Your Elgin Dealer is:



Elgin Sweeper Company
1300 W. Bardett Rd.
Elgin, Illinois, U.S.A. 60120-7529
847-741-5370 Phone
847-742-3035 Fax
www.elginsweeper.com



TRANSCHICAGO ISUZU TRUCK

Sebastien Wodzinski, Mr.



Current report content is based on data as of 2021-04-09 07:49:53. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

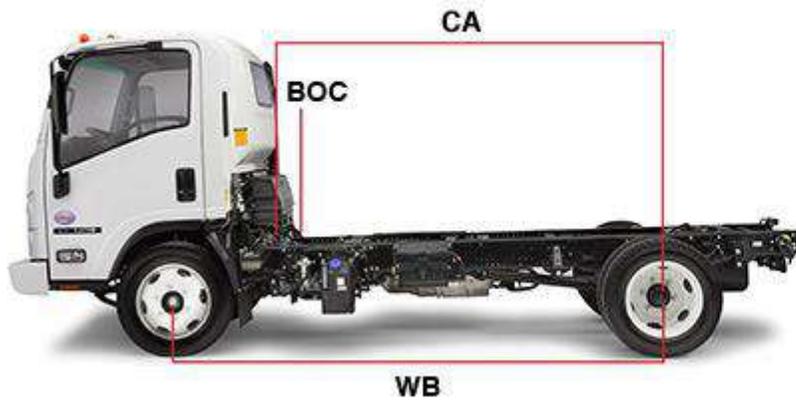


TRANSCHEICAGO ISUZU TRUCK

Sebastien Wodzinski, Mr.

Elgin Sweeper Company (2022 NRR Cab Chassis, 3U1 109"WB, 62.5"CA, 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

Weight Distribution



Driver/ Passenger Weight	350.0 lbs.
Wheelbase (WB)	109 inches
Cab-to-Axle (CA)	86.5 inches
Modified Cab-to-Axle	62.5 inches * <i>CA length has been decreased by two feet to accommodate vertical exhaust.</i>
Body Length	
Body Weight	
Back of Cab (BOC)	7.7 inches

Front Wt.	4,695.40 lbs.	65%
Rear Wt.	2,580.00 lbs.	35%
GVWR	19,500.00 lbs.	
GVW	7,275.40 lbs.	
Remaining Payload Weight	12,224.60 lbs.	

**** You must fill in body length and weight to enable body and payload weight calculations.**

Weight (lbs.)	Front	Rear	Total
Chassis	4,225.00	2,480.00	6,705.00
Chassis Equipment	120.40	100.00	220.40
Subtotal	4,345.40	2,580.00	6,925.40
Driver/Passengers	350.00	0.00	350.00
Body/Body Equipment	0.00	0.00	0.00
Payload	0.00	0.00	0.00
Total	4,695.40	2,580.00	7,275.40
GAWR/GVWR	7,275.00	13,660.00	19,500.00
GCWR			25,500.00

Chassis Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
54	White, In rail fuel tank with power windows, power door locks and air conditioning		0.00 lbs.	0.00 lbs.	0.00 lbs.
IH2	Engine emergency shutdown system HWT, LWL, LOP		0.00 lbs.	0.00 lbs.	0.00 lbs.
IL9	PTO enable switch and engine idle up switch recommended for PTO and idle applications only		0.10 lbs.	0.00 lbs.	0.10 lbs.
I5K	Suspension Drivers Seat (not available on crew cab chassis)		18.00 lbs.	0.00 lbs.	18.00 lbs.
I2L	Speed limited to 65 MPH		0.00 lbs.	0.00 lbs.	0.00 lbs.
I5L	Locking DEF cap (all keyed alike on multiple chassis ordered together)		0.30 lbs.	0.00 lbs.	0.30 lbs.
I3W	Cold weather package (includes block heater with receptacle and heated fuel filter)		2.00 lbs.	0.00 lbs.	2.00 lbs.
I0A	Cross rail horizontal DPF/SCR with vertical exhaust (Available only with in rail fuel tank and single cab)		100.00 lbs.	100.00 lbs.	200.00 lbs.

Current report content is based on data as of 2021-04-09 07:49:53. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



TRANSCHICAGO ISUZU TRUCK

Sebastien Wodzinski, Mr.

Elgin Sweeper Company (2022 NRR Cab Chassis, 3U1 109"WB, 62.5"CA, 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

Weight Distribution

Driver/Passengers:

	Center of Gravity	Front Axle	Rear Axle	Total
Driver	front axle	350.00 lbs.	0.00 lbs.	350.0 lbs.

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Sebastien Wodzinski, Mr.

Elgin Sweeper Company (2022 NRR Cab Chassis, 3U1 109"WB, 62.5"CA, 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

Selected Model and Options

	Code	Description	Weight
Model			
	3U1	NRR Cab Chassis 109"WB, 62.5"CA	
	54	White, In rail fuel tank with power windows, power door locks and air conditioning	
Tires			
	I5H	LRR (low rolling resistance)	0.0 lbs.
Engine			
	I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.	0.0 lbs.
Transmission			
	I1W	Aisin A465id 6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343,	0.0 lbs.
Wheelbase			
	IA8	109 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 7.20 in ³ RBM 316,800 lb./ft./in. per rail. 62.5"CA	0.0 lbs.
Air Cleaner			
	KNX	Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).	0.0 lbs.
Alternator			
	I2C	140 AMP. with integral regulator.	0.0 lbs.
Battery			
	IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts	0.0 lbs.
Exhaust			
	IX7	Single horizontal with DPF/SCR exhaust system	0.0 lbs.
Front Axle			
	IZ6	"I"-beam rated at 7,275 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.	0.0 lbs.
Front Suspension			
	ID8	8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar	0.0 lbs.
Front Wheels			
	IB9	19.5" x 6", 6-hole disc, painted white	0.0 lbs.
Front Tires			
	XTN/R3M	225/70R19.5F (12 ply) tubeless Radial, all season	0.0 lbs.
Rear Suspension			
	ID9	14,550 lbs. capacity. Semi-elliptical main and	0.0 lbs.

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TRANSCHICAGO ISUZU TRUCK

Sebastien Wodzinski, Mr.

Elgin Sweeper Company (2022 NRR Cab Chassis, 3U1 109"WB, 62.5"CA, 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

Selected Model and Options

	Code	Description	Weight
Rear Axle		auxiliary multi-leaf springs. Includes shock absorbers.	
	ID3	Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.	0.0 lbs.
Ratio			
	011	5.571:1	0.0 lbs.
Rear Wheels			
	IC1	19.5" x 6", 6-hole disc, painted white	0.0 lbs.
Rear Tires			
	YTN/S3M	225/70R19.5F (12 ply) tubeless Radial, all season tread.	0.0 lbs.
Fuel Tank			
	IF9	30 gal. rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.	0.0 lbs.
Seat			
	AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.	0.0 lbs.
Brakes			
	K40	Butterfly valve type exhaust brake	0.0 lbs.
	IT4	Dual circuit, Hydro-Boost hydraulic brake system with EBD (Electronic Brake Distribution). Mechanical transmission mounted parking brake. Non-asbestos semi metallic linings are standard. Anti-lock brake system	0.0 lbs.
Air Conditioning			
	C60	Air conditioner	0.0 lbs.
Power Windows & Door Locks			
	IL0	Yes	0.0 lbs.
Floor Mats			
	IQ6	Standard Floor Mats	0.0 lbs.
Model Option			
	54	White, In rail fuel tank with power windows, power door locks and air conditioning	0.0 lbs.
Additional Options			
	IH2	Engine emergency shutdown system HWT, LWL, LOP	0.0 lbs.
	IL9	PTO enable switch and engine idle up switch recommended for PTO and idle applications only	0.1 lbs.
	I0A	Cross rail horizontal DPF/SCR with vertical exhaust (Available only with in rail fuel tank and single cab)	200.0 lbs.
	I5K	Suspension Drivers Seat (not available on crew cab chassis)	18.0 lbs.
	I2L	Speed limited to 65 MPH	0.0 lbs.
	I5L	Locking DEF cap (all keyed alike on multiple chassis ordered together)	0.3 lbs.

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Selected Model and Options

Code	Description	Weight
I3W	Cold weather package (includes block heater with receptacle and heated fuel filter)	2.0 lbs.
Accessories		
IX2	Rear body dome lamp switch	0.1 lbs.
8RP	AM/FM/CD radio with Aux input/USB port and Bluetooth RPO	0.0 lbs.

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July 18, 2022 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to adopt the revisions to the City of Berkley Downtown Development
Authority bylaws.

Ayes:

Nays:

Motion:

JUNE 25, 2022

To the Honorable Members of the Berkley City Council and the Berkley City Manager



retro feel. metro appeal.

MEMORANDUM:

**BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
BYLAWS REVISIONS FOR ADOPTION**

BACKGROUND:

At the June 8, 2022 Berkley Downtown Development Authority Board of Directors Meeting, the Board unanimously adopted amendments to DDA Bylaws. These changes were developed, reviewed, and debated by the Board of Directors in the pursuit of strengthening the organization's governing structure. The changes were also reviewed, and developed in consultation with, a law firm with experience working with downtown development authorities in Michigan.

Article X "Amendments," Section 2: "Alterations, Amendments, Repeal" in our organization's current Bylaws states: "These Bylaws may be altered, amended, or repealed only by the affirmative vote of the two-thirds (2/3) of the Board, subject to notice and quorum requirements as set forth in these Bylaws, provided, however, that any such alteration, amendment, or repeal shall require the approval of the City Council and shall be consistent with the provision and requirements of the Act." Therefore, we are bringing these Bylaws to the City Council for your consideration and, ultimately, adoption.

Provided are a redline version and a clean version of the revised Bylaws for your review. On a subsequent page are an itemized summary of the impacted changes.

Please let me know if there are any questions, especially if I can help illuminate the rationale behind any of the pursued changes. Thank you very much for your consideration!

**- Mike McGuinness, Executive Director
Berkley Downtown Development Authority**

BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY BYLAWS REVISIONS FOR ADOPTION



retro feel. metro appeal.

LISTED SUMMARY:

- Throughout bylaws, the phrase 'Berkley DDA Board of Directors' has been changed to 'Board'
- Article I, Sec. 1, A & B: Update Act 157 to the recently passed Public Act 57 of 2018
- Article I, Sec. C: New section moving goals, strategic plan into bylaws instead of an addendum
- Article II, Sec. 1. Offices: Update to clearly allow for DDA offices to be located at a location designated by the DDA Board of Directors
- Article III, Sec. 1, General Powers: Strengthen language for board appointments
- Article III, Sec. 2, Number Tenure, and Qualifications: Cleaned up verbiage to be specific with board representation among business district and residents
- Article III, Sec. 3, Selection of Board Members: strengthen language for board appointments and the DDA's role in the process; add language that the City Manager shall submit all known applications to the DDA board at least two weeks prior to the DDA Board approval in June each year; no appointments can be made to the board without review by DDA board
- Article III, Sec. 4, Expiration of Terms, Continuation in Offices, Reappointment Filling Vacancies, Resignations: Strengthen language on how appointment of new director is made
- Article III, Sec. 7, Strategic Planning Session: Updated to make the strategic planning session bi-annual instead of annual



retro feel. metro appeal.

LISTED SUMMARY, continued:

- Article III, Sec. 8, Regular Meetings: Updated to require that any document presented to the Board of Directors that the board will take possible action on or impacts the approved budget must be presented at least four business days in advance of a Board Meeting
- Article IV, Sec. 2: remove "to be held in first quarter"
- Article IV, Sec. 5: Tighten up verbiage so only Executive Director or City Manager can be authorized, not any DDA vendor
- Article IV, Sec. 8: Update duties of Treasurer in case of the absence of an Executive Director and City Finance Director
- Article V, Sec. 1: Update when City budget is due and to whom it is submitted
- Article VI, Sec. 1: Updating names of Standing Committees to reflect the committees in their current applicable form and areas of focus
- Article VI, Sec. 2: Allowing Executive Director position to be either independent contractor or City employee
- Article VII, Sec. 2: Marking sure board members are evenly placed among DDA committees
- Article VIII, Sec. 1: Tighten up verbiage so only Executive Director or City Manager can authorize, not any DDA vendor. Also added verbiage for Executive Director to only enter into contracts without board approval for those items included in and up to an approved budget

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF BERKLEY

Approved with Amendments _____

BYLAWS

ARTICLE I PURPOSE

SECTION 1 – STATEMENT OF PURPOSE AND MISSION

A. The Berkley Downtown Development Authority (the “Authority”) is a community-driven organization striving to enhance the shopping experience, economic vitality and physical appearance of Coolidge Highway and Twelve-Mile Road — Berkley’s traditional commercial Districts.

We strive to achieve our mission by being creative, focused, transparent, forward-thinking and engaged with our downtown stakeholders and community.

Also, the purposes of the Authority are to implement Part 2 of Public Act 57 of 2018, as amended, (the “Act”), and include, but are not limited to the correction or prevention of the deterioration in the downtown district the encouragement of historic preservation, the creation and implementation of development plans in the downtown district, and the promotion of economic growth therein.

B. The Authority Board of Directors shall have the powers set forth in Part 2 of Public Act 57 of 2018 and as supplemented or limited by Chapter 42 of the Berkley City Code.

C. The goals and strategic plan of the Authority are as follows:

1. Goals

- Improve communication and processes between City and businesses;
- Increase awareness of Downtown Berkley;
- Create a business base that will support and complement one another;
- Increase foot traffic and business sales in Downtown Berkley;
- Improve the physical and visual appearance of Downtown Berkley;
- Improve the efficiency and effectiveness of the operating board, staff and volunteers;
- To nurture community pride in and support of Downtown Berkley;
- To promote Downtown Berkley through marketing, public relations and communications strategies;
- To establish a coordinated effort among various organizations and agencies to support the revitalization of Downtown Berkley;
- To promote economic growth and increase property values in Downtown Berkley and to eliminate the causes of deterioration;
- To enhance the image of Downtown Berkley;
- To expand and diversify the retail mix in Downtown Berkley;

- To encourage future residential development and renovation;
- To maintain and increase private sector investment and expansion;
- To encourage business excellence and quality in merchandise, services, and building appearance;

2. Goals will be achieved by following the Annual Strategic Plan and focusing on projects that include, but are not limited to:

- Providing business resources;
- Branding, Marketing, and Communications;
- Creating a strong volunteer base with a variety of experience and expertise;
- Gathering, organizing, and providing relevant data;
- Creating annual work plans for a committee structure that includes: Business Development, Design, Marketing and Promotions, and Organization.

ARTICLE II REGISTERED OFFICE

SECTION 1 – OFFICES

The registered office and principal place of business of the Authority shall be in the City Hall in the City of Berkley or such location as may be designated by the Board of Directors of the Authority.

ARTICLE III BOARD OF DIRECTORS

SECTION 1 – GENERAL POWERS

The Authority shall be under the supervision and control of a Board of Directors (the “Board”) consisting of the City Manager and twelve (12) other Directors. The DDA Board shall make a recommendation to the City Manager regarding nominations to the Board. Members must be approved by the City Council, all in accordance with the Act.

SECTION 2 – NUMBER, TENURE, AND QUALIFICATIONS

The Directors shall be appointed for a term of four years in accordance with the City Code. In its recommendation to the City Manager, the Board shall seek to have confirmed four Directors that have an interest in property and represent business/property owners on Coolidge Highway, four Directors that have an interest in property and represent businesses/property owners on 12 Mile Road/Robina Avenue, four Directors from the community at large, and one Director shall be the Berkley City Manager, or the City Manager’s designee permitted by the Act. At least two of the community at large members shall be Berkley residents and at least two shall not have an interest in property in the downtown district. The Board will give priority to and strive to have one of the at-large members be a representative from the Berkley School District

The Board may seat three non-voting delegates to the Berkley DDA Board who shall be: two Berkley High School students (one male and one female) appointed annually by Berkley High School Staff members; a City Council Liaison appointed annually by the Mayor of Berkley.

Directors shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

SECTION 3 – SELECTION OF BOARD MEMBERS

The Board shall work with the City Manager to find qualified applicants to appoint as voting Directors of the Board, subject to approval by the City Council. The City Manager shall submit all known applications to the Board at least two weeks prior to Board approval in June of each year. No applicant can be appointed to the Board without review by the Board. Subsequent voting Board Directors shall be appointed in the same manner as the original appointments at the expiration of each Director's term of office.

The Board shall consult with the City Manager to find qualified applicants to appoint as voting Directors of the Board. The Board shall recommend to the City Manager the best candidates for positions on the Board based on the DDA's recruitment process that considers the needs of the Board, needs of the DDA and the DDA review of applicants. A person appointed by the City Manager, and approved by City Council, shall be a voting Director on the Board upon taking the constitutional oath of office.

SECTION 4 – EXPIRATION OF TERM; CONTINUATION IN OFFICES; REAPPOINTMENT; FILLING; VACANCIES; RESIGNATIONS

Directors whose term of office has expired shall continue to hold office until his or her successor has been appointed. If a vacancy is created by the death, resignation, or removal of a Director, a successor shall be recommended by the Board and appointed by the City Manager for the unexpired term, subject to approval of the City Council. Delivery of resignations can be done in writing either hard copy or electronically and shall be effective upon delivery to the City Manager, City Clerk, and the Board Chair. No further action by the governing body is needed.

SECTION 5 – REMOVAL

Pursuant to notice and after an opportunity to be heard, a Director may be removed from office for neglect of duty, excessive absence, misconduct, malfeasance, or any other good cause as determined by the City Council.

SECTION 6 – CONFLICTS OF INTEREST

A Director who has a direct or indirect financial interest in any matter before the Authority shall disclose the interest prior to the Authority taking any action with respect to the matter. Said disclosure shall become a part of the record of the Authority's official proceedings. Further, any Director making such disclosure shall not be permitted to participate in the Authority's deliberation or decision relative to such matter.

SECTION 7 – STRATEGIC PLANNING SESSION

A meeting, in the form of a Strategic Planning Session, of the Board shall be held once every two years for the purpose of strategic planning and assessment of goals and accomplishments.

SECTION 8 – REGULAR MEETINGS

Regular meetings of the Board shall be held at such time and place, as the Board shall from time to time determine. Regular meetings shall be held, at a minimum, once per month, unless the Board determines otherwise. Any item of interest that the Board will take possible action on, or impacts the budget, should be submitted at least four business days in advance of the Board meeting.

SECTION 9 – SPECIAL MEETINGS

Special meetings of the Board may be called by or at the request of the City Council, the Board Chairperson or any two Directors. The person or person authorized to call special meetings of the Board may fix any place within the City of Berkley as the place for holding any special meeting of the Board called by them.

SECTION 10 – OPEN MEETINGS ACT

Except as otherwise provided by law, all meetings shall be preceded by public notice and conducted in accordance with Public Act 267 of the Public Acts of 1976, as amended.

SECTION 11 – QUORUM AND VOTING

A majority of the Directors of the Board then in office shall constitute a quorum for the transaction of business. In the event that effective membership is reduced because of conflict of interest (Article III, Section 6), a majority of the remaining Directors of the Board eligible to vote shall constitute a quorum for the transaction of business.

The vote of the majority members present at a meeting at which a quorum is present shall constitute the action of the Board unless the vote of the larger number is required by statute or elsewhere in these rules.

SECTION 12 – MINUTES OF ALL MEETINGS

The draft minutes of any meeting of the Board will be emailed to all Directors of the Board for their review prior to the next regularly scheduled meeting. Minutes of closed meetings shall be maintained in conformity with and shall be subject to the provisions of the Open Meetings Act, act 267 of the Public Acts of 1976, as amended.

ARTICLE IV OFFICERS

SECTION 1 – OFFICERS

The Board shall elect from its Directors the following officers: a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer.

SECTION 2 – ELECTION AND TERM OF OFFICE

Officers of the Board shall be elected annually by the Board at a regular meeting of the Board. If the election of officers shall not be held at the first meeting of the Fiscal year, such election shall be held within 60 days of such meeting. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified. The same person in the same office may serve a maximum of two consecutive terms. A term of office is two years. No Director shall hold more than one office at a time. An officer must be a current Board Director.

SECTION 3 – REMOVAL

An officer may be removed by a two-thirds (2/3) vote of the Board whenever in its judgment the best interest of the Authority would be served.

SECTION 4 – VACANCIES

A vacancy in any office shall be filled for its unexpired term by a majority vote of the Directors of the Board.

SECTION 5 – AUTHORIZATION

The Board may authorize the DDA Executive Director and/or City Manager to enter into any contract or execute and deliver any instrument in the name and on behalf of the Authority. Such authority may be general or confined to specific instances. Unless so authorized no officer, agent, employee, or member shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or render it liable pecuniarily for any purpose or in any amount.

SECTION 6 – CHAIRPERSON

The Chairperson shall preside at all meetings of the Board and shall discharge the duties of a presiding officer. To qualify as a candidate for Chairperson in an election, the Board member must have served at least one full year on Board prior to such appointment.

SECTION 7 – VICE CHAIRPERSON

In the absence of the Chairperson or in the event of his / her inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson and when so acting shall have all the powers and be subject to all the restrictions of the Chairperson.

SECTION 8: – TREASURER

The Treasurer shall review and present to the Board for approval all DDA fund and expense reports created by the Executive Director or Finance Director of the City of Berkley. In the absence of the Executive Director, the Finance Director for the City of Berkley and the Board Treasurer will be responsible for tracking all funds, expenses, revenues and keeping the financial records of the Authority and shall sign off on all invoices for the expenditure of funds of the Authority, which have been approved by the Board. The Treasurer shall perform such other duties as may be delegated by the Board and shall furnish bond in an amount as prescribed by the Board.

SECTION 9 – SECRETARY

The Secretary shall maintain custody of the official seal and of records, books, documents, or other papers not required to be maintained by the Treasurer. The Secretary shall attend meetings of the Board and keep a record of its proceedings, and shall perform such other duties delegated by the Board. By majority vote the Board can assign the responsibilities of the Secretary to another officer position if they determine that it is in their best interests to do so.

SECTION 10 – EXECUTIVE COMMITTEE MEMBERS

The Executive Committee shall be an advisory committee made up of the Chairperson, Vice-Chairperson, Secretary, Treasurer and Executive Director.

SECTION 11 – EXECUTIVE COMMITTEE RESPONSIBILITIES

The Executive Committee shall meet as necessary to discuss items to be brought before the full Board at their regularly scheduled monthly meetings for approval. The Executive Committee may discuss economic, operational and management needs for the district.

ARTICLE V SUBMISSION OF BUDGET

SECTION 1 – BUDGET

On or before March 31 of each year, the Authority shall prepare a budget and submit it to the City Finance Director and the City Manager for transmittal to the City Council.

ARTICLE VI EMPLOYMENT OF PERSONNEL

The Board may employ City personnel or hire independent contractors as deemed necessary by the Berkley DDA Board of Directors. Such City personnel or independent contractors may include, but not be limited to an Executive Director, recording secretary, legal counsel, and others as necessary to achieve the goals and objectives of the DDA.

SECTION 1 – THE EXECUTIVE DIRECTOR ROLE

The Executive Director shall report directly to the Board. The Executive Director shall supervise all other staff, contractors, and consultants of the DDA. The Executive Director shall have the authority to spend DDA funds within the approved budget line items up to \$5,000 and up to \$7,500 for budgeted items that are approved in advance by the Board of Directors.

SECTION 2—INDEPENDENT CONTRACTOR CONTRACT & HIRING

The Executive Director may be an employee of the City, or an independent contractor with a written contract signed and approved by a majority of the Board.

ARTICLE VII: ADVISORY STANDING COMMITTEES

SECTION 1 – ADVISORY STANDING COMMITTEES

Standing committees of the Board shall be the Art & Design Committee, Business Development Committee, Downtown Events Committee, Marketing Strategies Committee, and the Organization Committee. These committees shall meet monthly and may be restructured or eliminated by the Board at any time. Additional committees may be formed if necessary to accomplish goals and objectives as outlined in the Strategic Plan.

SECTION 2 – ADVISORY STANDING COMMITTEE STRUCTURE

No more than four Berkley DDA Board members shall serve on a single committee, or such lesser amount to avoid having a majority of the Board on a committee. Each Director of the DDA is required to participate in at least one of the standing committees. The Executive Director shall act as a consultant to each committee without needing to be in attendance at all meetings. The committees may include outside consultants, residents of the City, business people and other stakeholder participants relative to the DDA district.

ARTICLE VIII: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1 – CONTRACTS

Subject to limitations set forth in these Bylaws the Board may authorize the Executive Director or the City Manager to enter into any contract or execute and deliver any instrument in the name of and on the behalf of the Authority, and such authorization may be general or confined to specific instances. The Executive Director shall enter into contracts without further consideration by the DDA Board of Directors for those items that are included in and up to an approved budget.

SECTION 2 – CHECKS, DRAFTS, ETC.

All orders for the payment of money, notes or other evidences of indebtedness shall be signed by the Executive Director and forwarded on to the Finance Department of the City for the issuance of payment. If for any reason the DDA establishes a bank account outside of the City of Berkley's bank account, then all checks, drafts, and orders for payment of money, notes or other evidences of indebtedness shall be co-signed by two persons of the Executive Committee.

SECTION 3 – GIFTS

The Board may accept on behalf of the DDA any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the DDA. The Executive Director shall inform the City of the receipt of such gifts. The identity of the donor need not be reported should the donor wish to remain anonymous.

SECTION 4 – BUDGET

The committees of the DDA shall submit proposed objectives and goals to the Board each December for the development of an annual budget for the next fiscal year. The Board shall determine goals and objectives annually in January and February to develop and approve a budget for the fiscal year beginning the first day of July. The Board shall submit an annual budget to the City of Berkley Finance Department by the end of March for inclusion in the annual budget presentation to City Council.

ARTICLE IX: FISCAL YEAR

The fiscal year of the DDA shall begin on the first day of July and end the last day of June each year.

ARTICLE X: AMENDMENTS

SECTION 1: APPROVAL

These Bylaws are subject to the approval of the City Council.

SECTION 2: ALTERATIONS, AMENDMENTS, REPEAL

These Bylaws may be altered, amended, or repealed only by the affirmative vote of the two-thirds (2/3) of the Board, subject to notice and quorum requirements as set forth in these Bylaws, provided, however, that any such alteration, amendment, or repeal shall require the approval of the City Council and shall be consistent with the provision and requirements of the Act.

**ARTICLE XI:
POLITICAL CAMPAIGN ACTIVITY**

The DDA shall not expend funds of the DDA or otherwise contribute to the advocacy of any political candidate or ballot question.

**ARTICLE XII:
PARLIAMENTARY AUTHORITY**

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Board may adopt.

Date: JUNE 8, 2022

Approved by:

**BOARD OF DIRECTORS OF THE BERKLEY
DOWNTOWN DEVELOPMENT AUTHORITY**

Date:

Approved by:

THE CITY COUNCIL OF THE CITY OF BERKLEY

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF BERKLEY
Approved with Amendments _____

BYLAWS

ARTICLE I
PURPOSE

SECTION 1 – STATEMENT OF PURPOSE AND MISSION

A. The Berkley Downtown Development Authority (the "Authority") is a community-driven organization striving to enhance the shopping experience, economic vitality and physical appearance of Coolidge Highway and Twelve-Mile Road — Berkley's traditional commercial Districts.

We strive to achieve our mission by being creative, focused, transparent, forward-thinking and engaged with our dDowntown stakeholders and community.

Also, the purposes of the Aauthority are to implement Part 2 of Public Act 57 of 2018, as amended, (the "Act"), and include, but are not limited to the correction or prevention of the deterioration in the downtown district the encouragement of historic preservation, the creation and implementation of development plans in the downtown district, and the promotion of economic growth therein.

B. The Berkley DDA Authority Board of Directors shall have the powers set forth in Part 2 of Public Act 57 of 2018 and as supplemented or limited by Chapter 42 of the Berkley City Code.

C. The goals and strategic plan of the Authority are as follows:

1. Goals

- Improve communication and processes between City and businesses;
- Increase awareness of Downtown Berkley;
- Create a business base that will support and complement one another;
- Increase foot traffic and business sales in Downtown Berkley;
- Improve the physical and visual appearance of Downtown Berkley;
- Improve the efficiency and effectiveness of the operating board, staff and volunteers;
- To nurture community pride in and support of Downtown Berkley;
- To promote Downtown Berkley through marketing, public relations and communications strategies;
- To establish a coordinated effort among various organizations and agencies to support the revitalization of Downtown Berkley;
- To promote economic growth and increase property values in Downtown Berkley and to eliminate the causes of deterioration;

- To enhance the image of Downtown Berkley;
- To expand and diversify the retail mix in Downtown Berkley;
- To encourage future residential development and renovation;
- To maintain and increase private sector investment and expansion;
- To encourage business excellence and quality in merchandise, services, and building appearance;

2. Goals will be achieved by following the Annual Strategic Plan and focusing on projects that include, but are not limited to:

- Providing business resources;
- Branding, Marketing, and Communications;
- Creating a strong volunteer base with a variety of experience and expertise;
- Gathering, organizing, and providing relevant data;
- Creating annual work plans for a committee structure that includes: Business Development, Design, Marketing and Promotions, and Organization.

ARTICLE II REGISTERED OFFICE

SECTION 1 – OFFICES

The registered office and principal place of business of the Authority shall be in the City Hall in the City of Berkley or such location as may be designated by the Board of Directors of the Authority.

ARTICLE III BOARD OF DIRECTORS

SECTION 1 – GENERAL POWERS

The Authority shall be under the supervision and control of a Board of Directors (the “Board”) consisting of the City Manager and twelve (12) other Directors. The DDA Board shall make a recommendation to the City Manager regarding nominations to the Board. Members must be approved by the City Council, all in accordance with the Act.

SECTION 2 – NUMBER, TENURE, AND QUALIFICATIONS

The Directors shall be appointed for a term of four years in accordance with the City Code. In its recommendation to the City Manager, the Board shall seek to have confirmed four Directors that have an interest in property and represent business/property owners on Coolidge Highway, four Directors that have an interest in property and represent businesses/property owners on 12 Mile Road/Robina Avenue, four Directors from the community at large, and one Director shall be the Berkley City Manager.

or the City Manager's designee permitted by the Act. (with At least two of the community at large members whom shall be Berkley residents) and at least two shall not have an interest in property in the downtown district. The Board will give priority to and strive to have one of the at-large members be a representative from the Berkley School District, and one Director shall be the Berkley City Manager, or a designated replacement per House bill 4101 or the City Manager's designee permitted by the Act.

The Board may seat three non-voting delegates to the Berkley DDA Board who shall be: two Berkley High School students (one male and one female) appointed annually by Berkley High School Staff members; a City Council Liaison appointed annually by the Mayor of Berkley.

Directors shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

SECTION 3 – SELECTION OF BOARD MEMBERS

The ~~DDA Board of Directors~~ shall work with the City Manager to find qualified applicants to appoint as voting Directors of the Board, subject to approval by the City Council. The City Manager shall submit all known applications to the ~~DDA Board~~ at least two weeks prior to ~~DDA Board~~ approval in June of each year. No applicant can be appointed to the ~~DDA Board~~ without review by the ~~DDA Board of Directors~~. Subsequent voting Board Directors shall be appointed in the same manner as the original appointments at the expiration of each Director's term of office.

The ~~DDA Board of Directors~~ shall consult with the City Manager to find qualified applicants to appoint as voting Directors of the Board. The ~~Berkley DDA Board of Directors~~ shall recommend to the ~~Berkley City Manager~~ the best candidates for positions on the ~~Berkley DDA Board of Directors~~ based on the DDA's recruitment process that considers the needs of the ~~Berkley DDA Board of Directors~~, needs of the ~~Berkley DDA~~ and the DDA review of applicants. A person appointed by the ~~Berkley City Manager~~, and approved by City Council, shall be a voting Director on the Board ~~of Directors~~ upon taking the constitutional oath of office.

SECTION 4 – EXPIRATION OF TERM; CONTINUATION IN OFFICES; REAPPOINTMENT; FILLING; VACANCIES; RESIGNATIONS

Directors whose term of office has expired shall continue to hold office until his or her successor has been appointed. If a vacancy is created by the death, resignation, or removal of a Director, a successor shall be recommended by the Board ~~of Directors~~ and appointed by the ~~Berkley City Manager~~ for the unexpired term, subject to approval of the City Council. Delivery of resignations can be done in writing either hard copy or electronically and shall be effective upon delivery to the City Manager, City Clerk, and the ~~DDA Board Chair~~. No further action by the governing body is needed.

SECTION 5 – REMOVAL

Pursuant to notice and after an opportunity to be heard, a Director may be removed from office for neglect of duty, excessive absence, misconduct, malfeasance, or any other good cause as determined by the City Council.

SECTION 6 – CONFLICTS OF INTEREST

A Director who has a direct or indirect financial interest in any matter before the Authority shall disclose the interest prior to the Authority taking any action with respect to the matter. Said disclosure shall become a part of the record of the Authority's official proceedings. Further, any Director making such disclosure shall not be permitted to participate in the Authority's deliberation or decision relative to such matter.

SECTION 7 – STRATEGIC PLANNING SESSION

A meeting, in the form of a Strategic Planning Session, of the ~~Berkley-DDA Board of Directors~~ shall be held once every two years for the purpose of strategic planning and assessment of goals and accomplishments.

SECTION 8 – REGULAR MEETINGS

Regular meetings of the ~~Berkley-DDA Board of Directors~~ shall be held at such time and place, as the Board shall from time to time determine. Regular meetings shall be held, at a minimum, once per month, unless the ~~Berkley-DDA Board of Directors~~ determines otherwise. Any item of interest that the ~~DDA Board of Directors~~ will take possible action on, or impacts the budget, should be submitted at least four business days in advance of the Board ~~of Directors~~ meeting.

SECTION 9 – SPECIAL MEETINGS

Special meetings of the ~~Berkley-DDA Board of Directors~~ may be called by or at the request of the City Council, the Board Chairperson or any two Directors. The person or person authorized to call special meetings of the ~~Berkley-DDA Board of Directors~~ may fix any place within the City of Berkley as the place for holding any special meeting of the ~~Berkley-DDA Board of Directors~~ called by them.

SECTION 10 – OPEN MEETINGS ACT

Except as otherwise provided by law, all meetings shall be preceded by public notice and conducted in accordance with Public Act 267 of the Public Acts of 1976, as amended.

SECTION 11 – QUORUM AND VOTING

A majority of the Directors of the ~~Berkley Board of Directors~~ then in office shall constitute a quorum for the transaction of business. In the event that effective membership is reduced because of ~~c~~Conflict of ~~i~~Interest (Article III, Section 6), a majority of the remaining Directors of the ~~Berkley-DDA Board of Directors~~ eligible to vote shall constitute a quorum for the transaction of business.

The vote of the majority members present at a meeting at which a quorum is present shall constitute the action of the ~~Berkley-DDA Board of Directors~~ unless the vote of the larger number is required by statute or elsewhere in these rules.

SECTION 12 – MINUTES OF ALL MEETINGS

The draft minutes of any meeting of the ~~Berkley Board of Directors~~ will be emailed to all Directors of the ~~Berkley-DDA Board of Directors~~ for their review prior to the next regularly scheduled meeting. Minutes of closed meetings shall be maintained in conformity with and shall be subject to the provisions of the Open Meetings Act, act 267 of the Public Acts of 1976, as amended.

ARTICLE IV OFFICERS

SECTION 1 – OFFICERS

The Board shall elect from its Directors the following ~~o~~Officers: a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer.

SECTION 2 – ELECTION AND TERM OF OFFICE

Officers of the ~~Berkley-DDA Board of Directors~~ shall be elected annually by the Board at a regular meeting of the ~~Berkley-DDA Board of Directors~~. If the election of officers shall not be held at the first meeting of the Fiscal year, such election shall be held within 60 days of such meeting. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified. The same person in the same office may serve a maximum of two consecutive terms. A term of office is two years. No Director shall hold more than one office at a time. An officer must be a current Board Director.

SECTION 3 – REMOVAL

An officer may be removed by a two-thirds (2/3) vote of the Board whenever in its judgment the best interest of the Authority would be served.

SECTION 4 – VACANCIES

A vacancy in any office shall be filled for its unexpired term by a majority vote of the Directors of the Board.

SECTION 5 – AUTHORIZATION

The Board may authorize ~~any officer, agent, employee, or Director~~ the DDA Executive Director and/or City Manager to enter into any contract or execute and deliver any instrument in the name and on behalf of the Authority. Such authority may be general or confined to specific instances. Unless so authorized no officer, agent, employee, or member shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or render it liable pecuniarily for any purpose or in any amount.

SECTION 6 – CHAIRPERSON

The Chairperson shall preside at all meetings of the Board and shall discharge the duties of a presiding officer. To qualify as a candidate for Chairperson in an election, the Board member must have served at least one full year on the Berkley DDA Board prior to such appointment.

SECTION 7 – VICE CHAIRPERSON

In the absence of the Chairperson or in the event of his / her inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson and when so acting shall have all the powers and be subject to all the restrictions of the Chairperson.

SECTION 8: – TREASURER

The Treasurer shall review and present to the ~~Berkley DDA Board of Directors~~ for approval all Berkley DDA fund and expense reports created by the Executive Director ~~of the Berkley DDA~~ or Finance Director of the City of Berkley. In the absence of the Executive Director ~~of the Berkley DDA~~, the Finance Director for the City of Berkley and the Board Treasurer will be responsible for tracking all funds, expenses, revenues and keeping the financial records of the Authority and shall sign off on all invoices for the expenditure of funds of the Authority, which have been approved by the Board. The Treasurer shall perform such other duties as may be delegated by the Board and shall furnish bond in an amount as prescribed by the Board.

SECTION 9 – SECRETARY

The Secretary shall maintain custody of the official seal and of records, books, documents, or other papers not required to be maintained by the Treasurer. The Secretary shall attend meetings of the Board and keep a record of its proceedings, and shall perform such other duties delegated by the Board. By majority vote the Board ~~of Directors~~ can assign the responsibilities of the Secretary to another officer position if they determine that it is in their best interests to do so.

SECTION 10 – EXECUTIVE COMMITTEE MEMBERS

The Executive Committee shall be an advisory committee made up of the Chairperson, Vice-Chairperson, Secretary, Treasurer and Executive Director.

SECTION 11 – EXECUTIVE COMMITTEE RESPONSIBILITIES

The Executive Committee shall meet as necessary to discuss items to be brought before the full Board at their regularly scheduled monthly meetings for approval. The Executive Committee may discuss economic, operational and management needs for the district.

**ARTICLE V
SUBMISSION OF BUDGET**

SECTION 1 – BUDGET

On or before March 31 of each year, the Authority shall prepare a budget and submit it to the City Finance Director and the City Manager for transmittal to the City Council.

**ARTICLE VI
EMPLOYMENT OF PERSONNEL**

The ~~Berkley DDA Board of Directors~~ may employ ~~e~~City personnel or hire independent contractors as deemed necessary by the Berkley DDA Board of Directors. Such ~~e~~City personnel or independent contractors may include, but not be limited to an Executive Director, recording secretary, legal counsel, and others as necessary to achieve the goals and objectives of the ~~Berkley DDA~~.

SECTION 1 – THE EXECUTIVE DIRECTOR ROLE

The Executive Director shall report directly to the ~~Berkley DDA Board of Directors~~. The Executive Director shall supervise all other staff, contractors, and consultants of the ~~Berkley DDA~~. The Executive Director shall have the authority to spend DDA funds within the approved budget line items up to \$5,000 and up to \$7,500 for budgeted items that are approved in advance by the Board of Directors.

SECTION 2—INDEPENDENT CONTRACTOR CONTRACT & HIRING

The Executive Director may ~~be an employee of the City, or act as an~~ independent contractor ~~and sign with~~ a written contract signed and approved ~~with majority support from by a majority of the B~~board of Directors.

**ARTICLE VII:
ADVISORY STANDING COMMITTEES**

SECTION 1 – ADVISORY STANDING COMMITTEES

Standing committees of the ~~Berkley DDA Board of Directors~~ shall be the Art & Design Committee, Business Development Committee, Downtown Events Committee, Marketing Strategies Committee, and the Organization Committee. These committees shall meet monthly and may be restructured or eliminated by the ~~DDA Board of Directors~~ at any time. Additional committees may be formed if necessary to accomplish goals and objectives as outlined in the Strategic Plan.

SECTION 2 – ADVISORY STANDING COMMITTEE STRUCTURE

No more than four Berkley DDA Board members shall serve on a single committee, or such lesser amount to avoid having a majority of the Board on a committee. Each Director of the ~~Berkley DDA~~ is required to participate in at least one of the standing committees. The ~~DDA~~ Executive Director shall act as a consultant to each committee without needing to be in attendance at all meetings. The committees may include outside consultants, residents of the ~~e~~City, business people and other stakeholder participants relative to the DDA district.

ARTICLE VIII: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1 – CONTRACTS

Subject to limitations set forth in these Bylaws ~~The~~ Board may authorize the ~~chairperson, e~~Executive ~~d~~Director or the City Manager, agents or agents of the Berkley DDA, to enter into any contract or execute and deliver any instrument in the name of and on the behalf of the Aauthority, and such authorization may be general or confined to specific instances. The Executive Director shall enter into contracts without further consideration by the DDA Board of Directors for those items that are included in and up to an approved budget.

SECTION 2 – CHECKS, DRAFTS, ETC.

All orders for the payment of money, notes or other evidences of indebtedness shall be signed by the ~~e~~Executive ~~d~~Director and forwarded on to the Finance Department of the City ~~of Berkley~~ for the issuance of payment. If for any reason the ~~Berkley DDA~~ establishes a bank account outside of the City of Berkley's bank account, then all checks, drafts, and orders for payment of money, notes or other evidences of indebtedness shall be co-signed by two persons of the Executive Board Committee.

SECTION 3 – GIFTS

The Board ~~of Directors~~ may accept on behalf of the ~~Berkley DDA~~ any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the ~~Berkley DDA~~. The Executive Director

shall inform the City of ~~Berkley~~ of the receipt of such gifts. The identity of the donor need not be reported should the donor wish to remain anonymous.

SECTION 4 – BUDGET

The committees of the ~~Berkley~~-DDA shall submit proposed objectives and goals to the ~~Berkley~~-DDA Board of ~~Director~~seach starting in December 2017 for the development of an annual budget for the next fiscal year. The ~~Berkley~~-DDA Board of ~~Directors~~ shall determine goals and objectives annually in January and February to develop and approve a budget for the fiscal year beginning the first day of July. The ~~Berkley~~-DDA Board of ~~Directors~~ shall submit an annual budget to the City of Berkley Finance Department by the end of March for inclusion in the annual budget presentation to City Council.

ARTICLE IX: FISCAL YEAR

The fiscal year of the ~~corporation~~-DDA shall begin on the first day of July and end the last day of June each year.

ARTICLE X: AMENDMENTS

SECTION 1: APPROVAL

These ~~b~~Bylaws are subject to the approval of the City Council.

SECTION 2: ALTERATIONS, AMENDMENTS, REPEAL

These ~~b~~Bylaws may be altered, amended, or repealed only by the affirmative vote of the two-thirds (2/3) of the ~~Directors of the~~ Board of the Authority, subject to notice and quorum requirements as set forth in these ~~b~~Bylaws, provided, however, that any such alteration, amendment, or repeal shall require the approval of the City Council and shall be consistent with the provision and requirements of the Act.

ARTICLE XI: POLITICAL CAMPAIGN ACTIVITY

The ~~Berkley~~-DDA shall not expend funds of the ~~Berkley~~-DDA or otherwise contribute to the advocacy of any political candidate or ballot question.

ARTICLE XII:
PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the ~~Berkley DDA Board of Directors~~ in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the ~~DDA Board of Directors~~ may adopt.

Date:

Approved by:

BOARD OF DIRECTORS OF THE BERKLEY
DOWNTOWN DEVELOPMENT AUTHORITY

Date:

Approved by:

THE CITY COUNCIL OF THE CITY OF BERKLEY

~~ADDENDUM TO BY LAWS
BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY~~

~~4. Goals~~

- ~~• Improve communication and processes between city and businesses;~~
- ~~• Increase awareness of Downtown Berkley;~~
- ~~• Create a business base that will support and complement one another;~~
- ~~• Increase foot traffic and business sales in Downtown Berkley;~~
- ~~• Improve the physical and visual appearance of Downtown Berkley;~~
- ~~• Improve the efficiency and effectiveness of the operating board, staff and volunteers;~~
- ~~• To nurture community pride in and support of Downtown Berkley;~~
- ~~• To promote Downtown Berkley through marketing, public relations and communications strategies;~~
- ~~• To establish a coordinated effort among various organizations and agencies to support the revitalization of Downtown Berkley;~~

- ◆ ~~To promote economic growth and increase property values in Downtown Berkley and to eliminate the causes of deterioration;~~
- ◆ ~~To enhance the image of Downtown Berkley;~~
- ◆ ~~To expand and diversify the retail mix in Downtown Berkley;~~
- ◆ ~~To encourage future residential development and renovation;~~
- ◆ ~~To maintain and increase private sector investment and expansion;~~
- ◆ ~~To encourage business excellence and quality in merchandise, services, and building appearance;~~

~~2. Goals will be achieved by following the Annual Strategic Plan and focusing on projects that include, but are not limited to:~~

- ◆ ~~Providing business resources;~~
- ◆ ~~Branding, Marketing, and Communications;~~
- ◆ ~~Creating a strong volunteer base with a variety of experience and expertise;~~
- ◆ ~~Gathering, organizing, and providing relevant data;~~
- ◆ ~~Creating annual work plans for a committee structure that includes: Business Development, Design, Marketing and Promotions, and Organization.~~

July 18, 2022 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to adopt updated City of Berkley Freedom of Information Act (FOIA)
Procedures and Guidelines.

Ayes:

Nays:

Motion:



CITY OF BERKLEY

PUBLIC SUMMARY OF FOIA PROCEDURES AND GUIDELINES

Consistent with Public Act 563 of 2014 amending the Michigan Freedom of Information Act (FOIA), the following is the Public Summary of the City's FOIA Procedures and Guidelines relevant to the general public.

1. How do I submit a FOIA request to the City of Berkley?

- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the City of Berkley may be submitted in writing.
- A request must sufficiently describe a public record so as to enable the City to find it.
- [A request must include the requester's complete name, address, and contact information \(including valid telephone number or email address\).](#)
- No specific form to submit a written request is required. However a FOIA Request form for your use and convenience is available on the City's website at www.berkleymich.org.
- Written requests can be made in person by delivery to ~~any~~ City ~~office~~ ~~Hall~~ in person or by mail: [FOIA Coordinator, 3338 Coolidge Hwy., Berkley, MI 48072](#).
- Requests can also be made by facsimile by calling (248) 658-3301 for non-Public Safety records and (248) 658-3388 for Public Safety Records.
- A request may also be submitted by e-mail. To ensure a prompt response, email requests should contain the term "FOIA" or "FOIA Request" on the subject line and be sent to FOIA@berkleymich.org.

Note: If you are serving a sentence of imprisonment in a local, state or federal correctional facility you are not entitled to submit a request for public record.

2. What kind of response can I expect to my request?

- Within 5 business days of receipt of FOIA request the City will issue a response. If a request is received by facsimile or email, the request is deemed to have been received on the following business day. The City will respond to your request in one of the following ways:
 - Grant the request,
 - Issue a written notice denying the request,
 - Grant the request in part and issue a written notice denying in part the request,
 - Issue a notice indicating that due to the nature of the request the City needs an additional 10 business days to respond, or
 - Issue a written notice indicating that the public record requested is available at no charge on the City's website.
- If the request is granted, or granted in part, the City will ask that payment be made for the allowable fees associated with responding to the request before the

public record is made available. If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, the City will require a deposit before processing the request.

3. What are the City's fee deposit requirements?

- If the City has made a good faith calculation that the total fee for processing the request exceeds \$50.00, the City will require that you provide a deposit in the amount of 50% of the total estimated fee. When the City requests the deposit, it will provide you a non-binding best efforts estimate of how long it will take to process the request following receipt by the City of your deposit.
- If the City receives a request from a person who has not paid the City for copies of public records made in fulfillment of a previously granted written request, the City will require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when **all** of the following conditions exist:
 - The final fee for the prior written request is not more than 105% of the estimated fee;
 - The public records made available contained the information sought in the prior written request and remain in the City's possession;
 - The public records were made available to the individual, subject to payment, within the time frame estimated by the City to provide the records;
 - Ninety (90) days have passed since the City notified the individual in writing that the public records were available for pickup or mailing;
 - The individual is unable to show proof of prior payment to the City; and
 - The City has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- The City will not require the 100% estimated fee deposit if any of the following apply:
 - The person making the request is able to show proof of prior payment in full to the City;
 - The City is subsequently paid in full for all applicable prior written requests; or
 - Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to the City.

4. How does the City calculate FOIA processing fees?

- A fee will not be charged for the cost of research, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonable high costs to the City because of the nature of the request in the particular instance, and the City specifically identifies the nature of the unreasonably high costs.
- The Michigan FOIA statute permits the City to assess and collect a fee for six designated processing components. The City may charge for the following costs associated with processing a request:

- Labor costs associated with searching for, locating and examining a requested public record.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure of information which is disclosed.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the city's website if you ask for the city to make copies.
- The cost of duplication or publication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the city's website if you ask for the city to make copies.
- The cost to mail or send a public record to a requestor.

Labor Costs

All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.

Labor costs will be charged at the hourly wage of the lowest-paid City employee capable of doing the work in the specific fee category, regardless of who actually performs work.

Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. City may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.

Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.

Contracted labor costs will be charged at the an hourly rate of \$48.90 (not exceeding 6 times the state minimum hourly wage of \$8.15)

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the City. Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to the City's usual FOIA requests, because of the nature of the request in the particular instance. The City must specifically identify the nature of the unreasonably high costs in writing.

Copying and Duplication

The City must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

Non-paper Copies on Physical Media

The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.

This cost will be charged only if the City has the technological capability necessary to provide the public record in the requested non-paper physical media format.

Paper Copies

Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.

Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.

The City may provide records using double-sided printing, if cost-saving and available.

Mailing Costs

The cost to mail public records will use a reasonably economical and justified means.

The City may charge for the least expensive form of postal delivery confirmation.

No cost will be made for expedited shipping or insurance unless you request it.

Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The City Council may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

5. How do I qualify for a reduction of the processing fee?

- The City may waive or reduce the fee associated with a request when the City determines that to do so is in the public interest because release of information is considered as primarily benefitting the general public.
- The City will discount the first \$20.00 of fees for a request if you submit an affidavit stating that you are:
 - Indigent and receiving specific public assistance; or
 - If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.
- You are **not** eligible to receive the \$20.00 discount if you:
 - Have previously received discounted copies of public records from the City twice during the calendar year; or
 - Are requesting information on behalf of other persons who are offering or providing payment to you to make the request.

Note: An affidavit is a sworn statement. For your convenience, the City has provided an Affidavit of Indigence for the waiver of FOIA fees, which is available on the City's website: www.berkleymich.org.

6. May a nonprofit organization receive a discount on the fee?

- A nonprofit organization advocating for developmentally disabled or mentally ill individuals that is formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, may receive a \$20.00 discount if the request meets all of the following requirements in the Act:
 - Is made directly on behalf of the organization or its clients.
 - Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
 - Is accompanied by documentation of its designation by the state, if requested by the public body.

7. How may I challenge the denial of a public record or an excessive fee?

Appeal of a Denial of a Public Record

- If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may appeal to the City ~~Council~~ Manager by filing a written appeal of the denial with the office of the City Manager ~~(or "clerk" or "FOIA Coordinator," etc.)~~.
- The appeal must be in writing, specifically state the word "appeal," and identify the reason or reasons you are seeking a reversal of the denial. You may use the City FOIA Appeal Form (To Appeal a Denial of Records), which is available on the City's website: www.berkleymich.org.
- ~~The City Council will be considered to have received the appeal at its first regular scheduled meeting following submission of the appeal.~~ Within 10 business days of receiving the appeal the City ~~Council~~ Manager will respond in writing by:
 - Reversing the disclosure denial;
 - Upholding the disclosure denial; or
 - Reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not you submitted an appeal of a denial to the City ~~Council~~ Manager, you may file a civil action in Oakland County Circuit Court within 180 days after the City's final determination to deny your request. If you prevail in the civil action the court will award you reasonable attorneys' fees, costs and disbursements. If the court determines that the City acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1,000.

Appeal of an Excess FOIA Processing Fee

- ~~• The City Council will be considered to have received the appeal at its first regular scheduled meeting following submission of the appeal.~~
- If you believe that the fee charged by the City to process your FOIA request exceeds the amount permitted by state law, you must first appeal to the City Council-Manager by filing a written appeal for a fee reduction to the office of the City Manager ~~(or “clerk” or “FOIA Coordinator,” etc.)~~.
- The appeal must specifically state the word “appeal” and identify how the required fee exceeds the amount permitted. You may use the City FOIA Appeal Form (To Appeal an Excess Fee), which is available at the City Hall and on the City’s website: www.berkleymich.org.
- Within 10 business days after receiving the appeal, the City Council-Manager will respond in writing by:
 - Waiving the fee;
 - Reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
 - Upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
 - Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the City Council-Manager will respond to the written appeal.

Within 45 days after receiving notice of the City Council’s-Manager’s determination of the processing fee appeal, you may commence a civil action in Oakland County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys’ fees, costs and disbursements. If the court determines that the City acted arbitrarily and capriciously by charging an excessive fee, court may also award you punitive damages in the amount of \$500.

Need more details or information?

This is only a summary of the City of Berkley’s FOIA Procedures and Guidelines. For more details and information, copies of the City of Berkley’s FOIA Procedures and Guidelines are available at no charge at any City office and on the City’s website, www.berkleymich.org.



CITY OF BERKLEY

FREEEDOM OF INFORMATION ACT PROCEDURES AND GUIDELINES

Preamble: Statement of Principles

It is the policy of the City of Berkley that all persons, except those who are serving a sentence of imprisonment, consistent with the Michigan Freedom of Information Act (FOIA), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The people shall be informed so that they fully participate in the democratic process.

The City of Berkley's policy with respect to FOIA requests is to comply with State law in all respects and to respond to FOIA requests in a consistent, fair, and even-handed manner regardless of who makes such a request.

The City of Berkley acknowledges that it has a legal obligation to disclose all nonexempt public records in its possession pursuant to a FOIA request. The City of Berkley acknowledges that sometimes it is necessary to invoke the exemptions identified under FOIA in order to ensure the effective operation of government and to protect the privacy of individuals.

The City of Berkley will protect the public's interest in disclosure, while balancing the requirement to withhold or redact portions of certain records. The City of Berkley's policy is to disclose public records consistent with and in compliance with State law.

Section 1: General Policies

The City Council acting pursuant to the authority at MCL 15.236 designates the City Clerk as the FOIA Coordinator. He or she is authorized to designate other City staff to act on his or her behalf to accept and process written requests for the City's public records and approve denials.

If a request for a public record is received by facsimile or e-mail, the request is deemed to have been received on the following business day. If a request is sent by e-mail and delivered to a City spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request. The FOIA Coordinator shall note in the FOIA log both the date the request was delivered to the spam or junk-mail folder and the date the FOIA Coordinator became aware of the request.

The FOIA Coordinator shall review City spam and junk-mail folders on a regular basis, which shall be no less than once a month. The FOIA Coordinator shall work with City Information Technology staff to develop administrative rules for handling spam and junk-mail so as to protect City systems from computer attacks which may be imbedded in an electronic FOIA request.

The FOIA Coordinator may, in his or her discretion, implement administrative rules, consistent with State law and these Procedures and Guidelines to administer the acceptance and processing of FOIA requests.

The City is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither the FOIA Coordinator nor other City staff are obligated to provide

answers to questions contained in requests for public records or regarding the content of the records themselves.

The FOIA Coordinator shall keep a copy of all written requests for public records received by the City on file for a period of at least one year.

Section 2: Requesting a Public Record

A person requesting to inspect or obtain copies of public records prepared, owned, used, possessed or retained by City of Berkley must do so in writing. The request must sufficiently describe a public record so as to enable City personnel to identify and find the requested public record.

No specific form to submit a request for a public record is required. However the FOIA Coordinator may make available a FOIA Request Form for use by the public.

Written requests for public records may be submitted in person or by mail to ~~any~~ City ~~office~~ Hall. Requests may also be submitted electronically by facsimile and e-mail. Upon their receipt, requests for public records shall be promptly forwarded to the FOIA Coordinator for processing.

A request from a person, other than an individual who qualifies as indigent under Section 6, must include the requester's complete name, address, and contact information (valid telephone number or email address), and if the request is made by an entity or organization other than an individual, the complete name, address, and contact information of the entity's or organization's agent who is an individual.

A person may request that public records be provided on non-paper physical media, electronically mailed or other otherwise provided to him or her in lieu of paper copies. The City will comply with the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format.

A person may subscribe to future issues of public records that are created, issued or disseminated by the City of Berkley on a regular basis. A subscription is valid for up to 6 months and may be renewed by the subscriber.

A person who makes a verbal, non-written request for information believed to be available on the City's website, where practicable and to the best ability of the employee receiving the request, shall be informed of the pertinent website address.

A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator will deny all such requests.

Section 3: Processing a Request

Unless otherwise agreed to in writing by the person making the request, within 5 business days of receipt of a FOIA request the City will issue a response. If a request is received by facsimile, e-mail or other electronic transmission, the request is deemed to have been received on the following business day. The City will respond to the request in one of the following ways:

- Grant the request.
- Issue a written notice denying the request.
- Grant the request in part and issue a written notice denying in part the request.

- Issue a notice indicating that due to the nature of the request the City needs an additional 10 business days to respond. Only one such extension is permitted.
- Issue a written notice indicating that the public record requested is available at no charge on the City's website.

If the request is granted, or granted in part, the FOIA Coordinator will require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available. The FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request to the person making the request. A copy of these Procedures and Guidelines shall be provided to the requestor with the response to a written request for public records, provided however, that if these Procedures and Guidelines, and its Written Public Summary are maintained on the City's website, then a website link to those documents may be provided in lieu of providing paper copies.

If the cost of processing a FOIA request is \$50 or less, the requester will be notified of the amount due and where the documents can be obtained.

If based on a good faith calculation by the City, the cost of processing a FOIA request is expected to exceed \$50, or if the requestor has not fully paid for a previously granted request, the City will require a good-faith deposit before processing the request. In making the request for a good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by the City to process the request and also provide a best efforts estimate of a time frame it will take the City to provide the records to the requestor. The best efforts estimate shall be nonbinding on the City, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

If the request is denied or denied in part, the FOIA Coordinator will issue a Notice of Denial which shall provide in the applicable circumstance:

- An explanation as to why a requested public record is exempt from disclosure; or
- A certificate that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by the City; or
- An explanation or description of the public record or information within a public record that is separated or deleted from the public record; and
- An explanation of the person's right to submit an appeal of the denial to either the office of the City Manager or seek judicial review in the Oakland County Circuit Court; and
- An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of \$1,000, should they prevail in Circuit Court.
- The Notice of Denial shall be signed by the FOIA Coordinator.

If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this Section.

The City shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. The FOIA Coordinator is authorized to promulgate rules regulating

the manner in which records may be viewed so as to protect City records from loss, alteration, mutilation or destruction and to prevent excessive interference with normal City operations.

The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record at no additional cost to the person requesting the public record.

Section 4: Fee Deposits

If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation by the City, the requestor will be asked to provide a deposit not exceeding one-half of the total estimated fee.

If a request for public records is from a person who has not fully paid the City for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:

- the final fee for the prior written request is not more than 105% of the estimated fee;
- the public records made available contained the information sought in the prior written request and remain in the City's possession;
- the public records were made available to the individual, subject to payment, within the time frame estimated by the City to provide the records;
- 90 days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- the individual is unable to show proof of prior payment to the City; and
- the FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:

- the person making the request is able to show proof of prior payment in full to the City;
- the City is subsequently paid in full for the applicable prior written request; or
- 365 days have passed since the person made the request for which full payment was not remitted to the City.

If a deposit that is requested by the City is not received within 45 days from the requester's receipt of notice that a deposit is required, and if the requester has not filed an appeal of the deposit amount, the request shall be considered abandoned by the requester.

Section 5: Calculation of Fees

A fee will not be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the City because of the nature of the request in the particular instance, and the City specifically identifies the nature of the unreasonably high costs.

The following factors shall be used to determine an unreasonably high cost to the City:

- The particular request incurs costs greater than incurred from the typical or usual request received by the City.
- Volume of the public record requested
- Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- Whether public records from more than one City department or various City offices is necessary to respond to the request.
- The available staffing to respond to the request.
- Any other similar factors identified by the FOIA Coordinator in responding to the particular request.

The City may charge for the following costs associated with processing a FOIA request:

- Labor costs directly associated with searching for, locating and examining a requested public record.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure of information which is disclosed.
- The actual cost of computer discs, computer tapes or other digital or similar media.
- The cost of duplication of publication, not including labor, of paper copies of public records.
- The cost of labor associated with duplication or publication, including making paper copies, making digital copies or transferring digital public records to non-paper physical media or through the Internet or other electronic means.
- The actual cost of mailing or sending a public record.

Labor costs will be calculated based on the following requirements:

- All labor costs will be estimated and charged in 15 minute increments with all partial time increments rounded down.
- Labor costs will be charged at the hourly wage of the lowest-paid City employee capable of doing the work in the specific fee category, regardless of who actually performs work.*
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. The City may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs until agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- If using contract or outside labor to separate and delete exempt material from non-exempt material, the City will clearly note the name of person or firm who does the work and the total labor cost may not exceed an amount 6 times the state minimum hourly wage [determined under Section 4 of the Workforce Opportunity Wage Act, MCL 408.411 et seq.](#)

The cost to provide records on non-paper physical media when so requested will be based on the following requirements:

- Computer disks, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.

- This cost will only be assessed if the City has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- In order to ensure the integrity and security of the City's technological infrastructure, the City will procure any requested non-paper media and will not accept non-paper media from the requestor

The cost to provide paper copies of records will be based on the following requirements:

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.
- The City may provide records using double-sided printing, if cost-saving and available.

The cost to mail records to a requestor will be based on the following requirements:

- The actual cost to mail public records using a reasonably economical and justified means.
- The City may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless requested.

If the FOIA Coordinator does not respond to a written request in a timely manner, the following shall be required:

- Reduce the labor costs by 5% for each day the City exceeds the time permitted under FOIA up to a 50% maximum reduction, if any of the following applies:
 - The late response was willful and intentional.
 - The written request, within the first 250 words of the body of a letter facsimile, e-mail or e-mail attachment conveyed a request for information
 - The written request included the words, characters, or abbreviations for "freedom of information", "information", "FOIA", "copy" or a recognizable misspelling of such, or legal code reference to MCL 15. 231 et seq or 1976 Public Act 442 on the front of an envelope or in the subject line of an e-mail, letter or facsimile cover page.
- Fully note the charge reduction in the Detailed Itemization of Costs Form

Section 6: Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because such can be considered as primarily benefitting the general public.

The FOIA Coordinator will waive the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:

- indigent and receiving specific public assistance; or
- if not receiving public assistance stating facts demonstrating an inability to pay because of indigency.

An individual is not eligible to receive the waiver if:

- the requestor has previously received discounted copies of public records from the City twice during the calendar year; or
- the requestor requests information in connection with other persons who are offering or providing payment to make the request.

An affidavit is a sworn statement. The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.

A nonprofit organization designated to by the State to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 200 and the Protection and Advocacy for Individuals with Mental Illness Act, or their successors, if the request meets all of the following requirements:

- is made directly on behalf of the organization or its clients;
- is made for a reason wholly consistent with the mission and provisions of those laws under Section 931 of the Mental Health Code, MCL 330.1931;
- is accompanied by documentation of its designation by the State.

Section 7: Appeal of a Denial of a Public Record

When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may file an appeal of the denial with the Office of the City Manager. The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons the requestor is seeking a reversal of the denial.

Within 10 business days of receiving the appeal the City Manager will respond in writing by:

- reversing the disclosure denial;
- upholding the disclosure denial; or
- reverse the disclosure denial in part and uphold the disclosure denial in part.
- Under unusual circumstances, such as the need to examine or review a voluminous amount of separate and distinct public records or the need to collect the requested records from numerous facilities located apart from the office receiving or processing the request, the City Manager may issue not more than 1 notice of extension for not more than 10 business days to respond to the appeal

Whether or not a requestor submitted an appeal of a denial to the City Manager, he or she may file a civil action in Oakland County Circuit Court within 180 days after the City's final determination to deny the request.

If the court determines that the public record is not exempt from disclosure, the court will award the appellant reasonable attorneys' fees, cost and disbursements. If the court determines that the appellant prevails only in part, the court in its discretion may award all or an appropriate portion of reasonable attorneys' fees, costs and disbursements.

If the court determines that the City arbitrarily and capriciously violated the FOIA by refusing or delaying the disclosure of copies of a public record, it shall award the appellant punitive damages in the \$1,000.

Section 8: Appeal of an Excessive FOIA Processing Fee

If a requestor believes that the fee charged by the City to process a FOIA request exceeds the amount permitted by state law, he or she must first submit a written appeal for a fee reduction to the Office of the City Manager. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted.

Within 10 business days after receiving the appeal, the City Manager will respond in writing ~~by~~to:

- waive the fee;
- reduce the fee and issue a written determination indicating the specific basis that supports the remaining fee, accompanied by a certification by the ~~Mayor~~City Manager that the statements in the determination are accurate and the reduced fee amount complies with these Procedures and Guidelines and Section 4 of the FOIA;
- uphold the fee and issue a written determination indicating the specific basis under Section 4 of the FOIA that supports the required fee, accompanied by a certification by the Mayor that the statements in the determination are accurate and the fee amount complies with these Procedures and Guidelines and Section 4 of the FOIA; or
- issue a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the ~~Mayor~~City Manager will respond to the written appeal.

Within 45 days after receiving notice of the City Manager's determination of a fee appeal, a requestor may commence a civil action in Oakland County Circuit Court for a fee reduction. If a civil action is filed appealing the fee, the City is not obligated to process the request for the public record until the Court resolves the fee dispute.

If the court determines that the City required a fee that exceeds the amount permitted, it shall reduce the fee to a permissible amount. If the appellant in the civil action prevails by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements.

If the court determines that City has acted arbitrarily and capriciously by charging an excessive fee, the court shall also award the appellant punitive damages in the amount of \$500.

Section 9: Conflict with Prior FOIA Policies and Procedures; Effective Date

To the extent that these Procedures and Guidelines conflict with previous FOIA policies promulgated by City Council or the City Administration these Procedures and Guidelines are controlling. To the extent that any administrative rule promulgated by the FOIA Coordinator subsequent to the adoption of this resolution is found to be in conflict with any previous policy promulgated by the City Council or the City Administration, the administrative rule promulgated by the FOIA Coordinator is controlling.

To the extent that any provision of these Procedures and Guidelines or any administrative rule promulgated by the FOIA Coordinator pertaining to the release of public records is found to be in conflict

with any State statute, the applicable statute shall control. The FOIA Coordinator is authorized to modify this policy and all previous policies adopted by the City Council or the City Administration, and to adopt such administrative rules as he or she may deem necessary, to facilitate the legal review and processing of requests for public records made pursuant to Michigan's FOIA statute, provided that such modifications and rules are consistent with State law. The FOIA Coordinator shall inform the City Council of any change these Policies and Guidelines.

These FOIA Policies and Guidelines become effective ~~July 1, 2015~~ _____, 2022.

Section 10: Appendix of City of Berkley FOIA Forms

- Request Form
- Extension Form
- Denial Forms
- Affidavit of Indigency
- Detailed Cost Itemization of Fees Form
- Appeal Form