

CITY OF BERKLEY PUBLIC NOTICE
REGULAR CITY COUNCIL MEETING
Monday, June 5, 2023
7:00 P.M. – City Hall
248-658-3300

CALL 39th COUNCIL TO ORDER
APPROVAL OF AGENDA
MAYOR-LED MOMENT OF REFLECTION
PLEDGE OF ALLEGIANCE
PUBLIC COMMENT
ORDER OF BUSINESS

Consent Agenda

1. **APPROVAL OF THE MINUTES:** Matter of [approving the minutes](#) of the 39th Regular City Council meeting on Monday, May 15, 2023 and Special City Council meetings on Monday, May 8, 2023, Tuesday, May 9, 2023, and Wednesday, May 10, 2023.
2. **PROCLAMATION NO. P-20-23:** Matter of [proclaiming June 19, 2023](#) to be Juneteenth Celebration Day.
3. **PROCLAMATION NO. P-21-23:** Matter of [proclaiming the week of June](#) 18-24, 2023 to be Lightning Safety Week.

Regular Agenda

1. **RECOGNITIONS/PRESENTATIONS:** Matter of any recognitions or presentations from the Consent Agenda.
2. **OATHS OF OFFICE:** Matter of [administering Oaths of Office](#) to appoint Public Safety Sergeant Daniel Schewe, Public Safety Officer Emily Larsen, Public Safety Officer Liam Sarris, Public Safety Officer Owen Foster, Public Safety Officer Justin Dulong, and Public Safety Officer Frederick Bismack.
3. **PRESENTATION:** Matter of receiving a presentation by Annaka Norris of Main Street Oakland County on Downtown Berkley Receiving National Reaccreditation from Main Street America.
4. **MOTION NO. M-36-23:** Matter of [approving the Mayor and City Manager](#) to enter into an Intergovernmental Agreement for Animal Control Services between the City of Berkley and the City of Royal Oak. The City of Berkley will provide Animal Control Services for the City of Royal Oak for \$53,429.19 for the first year, with annual increases of 3 percent a year. This Intergovernmental Agreement shall be for a term of five (5) years, beginning on the 1st day of July, 2023 and ending on the 30th day of June, 2028.
5. **MOTION NO. M-37-23:** Matter of [approving the Mayor and City Manager](#) to enter into an Intergovernmental Agreement for Lockup Services, Animal Control Services, Use of the Berkley DPS Range, and Dispatch Services between the City of Berkley and the City of Pleasant Ridge for a \$6,500 fixed yearly fee for each full-time equivalent (FTE) reflected in the Michigan Commission on Law Enforcement Standards (MCOLES) Fall Semi-Annual Law Enforcement Distribution Report for Pleasant Ridge Police Department. This Agreement shall be effective for a term commencing July 1, 2023 and continuing until June 30, 2026.
6. **MOTION NO. M-38-23:** Matter of [approving the "County Oakland Irish Fest"](#) event 5 p.m.-midnight Friday, September 8, 2023 on Robina Avenue and 11 a.m.-midnight Saturday, September 9, 2023 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.
7. **MOTION NO. M-39-23:** Matter of [approving a Downtown Development Authority](#) (DDA) event, "Downtown Berkley Farmers Market" on Robina south of 12 Mile Road, on Thursdays from 9 a.m. to 3 p.m., starting June 1, 2023 through October 26, 2023. Approval is conditional upon the submission of required items and documents prior to the event date.

8. **MOTION NO. M-40-23**: Matter of [considering a 180-day extension](#) of Marihuana Business License #PMA20-0003 for Operation Grow, LLC/dba Butter, 2222 W. Eleven Mile Road.
9. **MOTION NO. M-41-23**: Matter of [considering a 180-day extension](#) of Marihuana Business License #PMA20-0010 for Attitude Wellness dba Lume, 1949 12 Mile Road.
10. **RESOLUTION NO. R-15-23**: Matter [of considering a resolution authorizing](#) an application for the Protecting MI Pension Grant Program.

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, MAY 15, 2023 BY MAYOR DEAN**

PRESENT: Councilmember Steve Baker
Councilmember Mike Dooley
Councilmember Ross Gavin
Mayor Bridget Dean

Councilmember Gregory Patterson
Councilmember Jessica Vilani
Councilmember Steve Baker

OTHER STAFF PRESENT:

City Manager Matthew Baumgarten
Deputy City Clerk Rachel Patterson
Interim Finance Director Laurie Fielder
DDA Executive Director Mike McGuinness
City Attorney John Staran

APPROVAL OF AGENDA:

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

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

Jessica Alger, Berkley, said she is here to speak about the events at Berkley Days this weekend. Said that on Saturday, May 6th she received a flyer regarding parking on her block of Robina; parking issues began on Thursday night, street was nearly impassable on Friday night. Said that her neighbors were told by Berkley Public Safety that they couldn't do anything about the car partially blocking their driveway. After many complaints, the police did start ticketing cars and had 'no parking' signs placed Saturday morning on one side of their street. Said that on Saturday evening she returned into chaos; said she was worried for her kids' safety. Said she and her husband took turns monitoring yard because people were standing all over it; said she witnessed teens running into backyards and hiding behind parked cars. Said she then started hearing rumors they shut the carnival down due to gang fights and a gun. Said there was no respect for any of their property as people exited the fair; her neighborhood took nearly an hour to clear. Said that throughout all of this her children were in the basement to avoid seeing or being in danger; witnessed a teenager hide in shadows behind a parked car from teens in ski masks. Said she is a certified Parks & Recreation professional with over 15 years of experience in the field, including experience planning large scale events. Said she has a healthy appreciation for public safety officers, event coordinators and event volunteers. Said she has been a part of enough safety briefings to know that safety plans include traffic control and emergency evacuation protocols; said that while no one was hurt, for which she is grateful to our Public Safety department, what she witnessed and lived through was absolute chaos and an obvious lack of foresight by city leadership and the Berkley Days committee. Said that she is begging City Council to reconsider traffic laws surrounding the high school and community park during future events.

Greg DuRoss, Berkley, said he ended up at Berkley Days Saturday night after 8pm unaware of what had happened. Said that at that time it hadn't been cleared, lots of people there. Said he was in the minority there, as a gay white senior male. Said that he has a question, is there going to be an after-action incident report from Public Safety that answers questions and provides facts that clearly were not being circulated on Facebook pages. Said that he urges Council to do that if it's not already in the works.

Jack Blanchard, Berkley, Emergency Manager for the city; does the planning. Showed the 129 page emergency plan in place for Berkley Days. Said the plans worked; as soon as it was decided that the event needed to close they implemented the mutual aid plan and had 43 officers on the ground within 30 minutes. Said that they moved people out slowly, in an effort to be safe. Said they executed the plan to the best of their ability. No one was hurt, no guns were there; said they confiscated some squirt guns. Said the plan was executed, the teens were moved out of the area and moved farther out to disperse them. Reiterated that the plan was executed and that the plan worked. Said that they will do more in the future to make sure that they can handle it even better; said that Bob Skerbeck of Skerbeck Shows says he's seen this twice before and the close-down that Public Safety did was the most effective he's ever seen in an event like this. Thanked his partners in Berkley Public Safety for doing a fantastic job.

Miles Ullar, Berkley, said he lives in a house across from the batting cages. Said he thinks there's a couple things worth mentioning: people running through yards, chaos, shoes left behind as people ran, people hiding behind cars. Said his 3-year-old and six-year-old children were there with his wife when it happened; said that the problem that he saw was that there was no limit to how many wristbands were sold. Said that at 6pm it was obviously over capacity, said that the line extended past the tennis courts. Said there were large groups of teenagers. Said some people aren't buying wristbands or tickets, groups of teens were coming across his lawn, walking past the batting cages and entering from the back. Said that it was a gathering spot more than a carnival and that you couldn't even move around. Said that the lines were 45 mins for rides. Said that from what he saw, Public Safety did great job and that he agrees with a lot of the comments but that it shouldn't have gotten to that capacity. Said there needs to be a limit on wristbands or people being able to enter from all sides in large groups.

CONSENT AGENDA:

Councilmember Patterson moved to approve the following Consent Agenda
Seconded by Councilmember Baker:

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 39th Regular City Council meeting on Monday, April 17, 2023.

WARRANT: Matter of approving Warrant No. 1386.

ORDINANCE NO. O-07-23: Matter of considering the Second Reading and Adoption of an Ordinance of the City Council of the City of Berkley, Michigan to Add Article XVII, Retail Dog and Cat Sales Temporary Moratorium, in Chapter 30, Businesses, of the Berkley City Code to Establish a Temporary Moratorium on New Businesses, or Expansion of Existing Businesses, that engage in the Retail Sale of Dogs or Cats.

ORDINANCE NO. O-08-23: Matter of considering the Second Reading and Adoption of an Ordinance of the City Council of the City of Berkley, Michigan to add Section 138-199 and amend Section 138-32, Section 138-387, Section 138-388, Section 138-427, Section 138-428, Section 138-442, Section 138-443, Section 138-457, and Section 138-458 of Chapter 138 - Zoning to allow outdoor service areas as a principal permitted use and allow rooftop outdoor eating areas for restaurants and other food serving establishments as a special use.

PROCLAMATION NO. P-15-23: Matter of proclaiming the first Friday in June to be National Gun Violence Awareness Day.

PROCLAMATION NO. P-16-23: Matter of proclaiming May 15-21 as National Police Week.

PROCLAMATION NO. P-17-23: Matter of proclaiming June 2023 as LGBTQIA+ Pride Month.

PROCLAMATION NO. P-18-23: Matter of proclaiming June 2023 as Pet Preparedness Month.

PROCLAMATION NO. P-19-23: Matter of proclaiming June 2023 as Summer Safety Month.

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

Nays: None

Motion Approved.

REGULAR AGENDA:

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

Mayor Pro Tem Gavin read P-15-23 in its entirety.

Councilmember Dooley read P-16-23 in its entirety.

Councilmember Patterson read P-17-23 in its entirety.

PUBLIC HEARING: Matter of holding a public hearing regarding the proposed operating budget for the fiscal year 2023/24 and supporting tax rates for the City of Berkley, Michigan.

Public hearing opened at 7:31 p.m.

Mike Wiasek, Berkley, said he knows that a lot of work goes into budgeting; said that he worked on budgets for 22 years in both nonprofit and for-profit settings. Said that he appreciates the work that went into this budget. Said that his biggest question/advice/recommendation for City Council is information flow has got to improve. Said that getting information days before a City Council meeting is not sufficient time; said that as everyone is working and must find time in the evenings to look at this information. Said that giving anyone even three days window to digest a 160-page budget is not realistic. Said that one of the biggest challenges for the millage to pass was the lack of information. Said that he voted against the millage increase because there was not sufficient information. Said that he thinks a lot of residents would have voted in favor of the increase if there had been sound recommendations, concrete information, and timely delivery of information. Said the same situation happened years ago with the community center and that he would encourage Council to really take a step back and look at processes and timelines. Said that when he worked in nonprofit and for-profit settings, he had to deliver budgets 60 days in advance of the fiscal year-end. Said that he's not sure if that's realistic for Council and city management. Said that he knows the plan is to come back for another millage increase next year; said don't make him vote "no" because Council hasn't supplied detailed, timely information. Said that he did go through the budget and that there is room. Said he looks forward to quarterly revision and really being able to restore the fiscal health of our city. Said he was taken aback when Lisa Kempner and Dennis Hennen were posting to social media about the dire straits Berkley is in financially. Said the bus has been coming down the path for a while; asked why hasn't City Council found other ways of communicating with residents and letting them know that this is coming and things have got to change. Said that asking for \$2.9 million when the deficit was \$300,000, but no one could say where the \$2.6 million gap would go.

Joshua Hunter, Berkley, said that he echoes Mr. Wiasek's remarks. Said he came in January to talk about how important it was for the community to be engaged before even putting this on the ballot and that he thinks that was reflected in the vote. Said that in 2012 there was a Citizen Advisory Committee commissioned by Council, same as in 2018. Said he believes the 2012 Advisory Committee was commissioned because of the failure of the 2009 community center. Said that it's important to get the community engaged so the priorities can be made with everyone. Said he would be willing to serve if the city were to commission another Citizen Advisory Committee and that he thinks many other residents would be as well. Said that he had two questions regarding the budget as delivered: 1) regarding the 25 percent policy, said that he saw the beginning fund balance increased to \$3.4 million but that the original budget presented in April was \$3 million. Said that he assumes the ARPA funds were used to supplement that to ensure that they're meeting the 25 percent policy; asked if that balance is meeting or above or below the 25 percent policy. 2) Said he would like to understand exactly what cuts are before City Council tonight as opposed to the original budget proposed shortly before the election; said he thinks that would be helpful for residents to understand what's at stake here.

Kelly Smith, Berkley, works in the district as Secretary for Angell Elementary. Said she is here tonight representing Berkley/Huntington Woods Youth Assistance, of which she is the chairperson. Said she has been a part of the organization since 2014 and that she is very proud of the work they do in the community. Said they work on a tri-sponsorship with Oakland County, the cities of Berkley and Huntington Woods and the Berkley School District; they have a case worker who provides short-term, family-centered counseling to youth in the community. Said she is here tonight hearing big numbers but would like to talk about a \$5,000 line item. Said that as part of sponsorship by the City of Berkley, they are grateful to receive a \$5,000 annual sponsorship contribution but that on the proposed budget it had been slashed. Said that to a group like theirs, which has a budget of about \$30,000 a year, it's significant. Said she is feeling optimistic that this will perhaps be reviewed; said that she is here to implore Council to reconsider cutting the funds, only perhaps reducing them. Thanked Council for their consideration and said she appreciates all the hard work that everyone put into the budget.

Greg DuRoss, Berkley, said that at the budget work sessions last week, there was a proposal for \$545,000 in additional cuts. Said he was there when a typo was discovered in the amount of \$60,000 in one of the budgets, as well as another discovery of an additional error of \$180,000 he heard. Said he is interested in knowing of the proposed cuts which might be restored as a result of the money found.

Public hearing closed at 7:39 p.m.

RESOLUTION NO. R-11-23: Matter of approving a resolution of the Council of the City of Berkley, Michigan approving the 2023/24 through 2029/2030 Capital Improvements Plan of the City of Berkley, Michigan.

Councilmember Gavin moved to approve Resolution No. R-11-23

Seconded by Councilmember Dooley.

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

Nays: None

Motion Approved.

RESOLUTION NO. R-12-23: Matter of approving a resolution of the Council of the City of Berkley, Michigan establishing a Residential and Commercial Service Fee for the Collection and Disposal of Solid Waste, effective July 1, 2023. The motion was amended to correct the end date in Section 5 to reflect the accurate date.

Councilmember Patterson moved to approve Resolution No. R-12-23

Seconded by Councilmember Dooley

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

Nays: None

Motion Approved.

RESOLUTION NO. R-13-23: Matter of approving a resolution of the Council of the City of Berkley, Michigan setting the charges for Water and Sewer Services, effective July 1, 2023.

Councilmember Vilani moved to approve Resolution No. R-13-23

Seconded by Councilmember Baker.

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

Nays: None

Motion Approved.

RESOLUTION NO. R-14-23: Matter of approving a resolution of the Council of the City of Berkley, Michigan adopting a budget for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

Councilmember Hennen moved to approve Resolution No. R-14-23

Seconded by Dooley

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

Nays: None

Motion Approved.

MOTION NO. M-32-23: Matter of approving the Corporate Cup Relays on Saturday, June 17, 2023 at 7:45 a.m. beginning and ending at Hurley Field at Anderson Middle School. Approval is conditional upon the submission of required items and documents prior to event dates.

Councilmember Vilani moved to approve Resolution No. M-32-23

Seconded by Patterson

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

Nays: None

Motion Approved.

MOTION NO. M-33-23: Matter of approving the "Berkley Street Art Fest" event on Saturday, July 15, 2023 from 11 a.m.-5 p.m. on Coolidge Highway, between Catalpa and Beverly, for the Berkley Area Chamber of Commerce, P.O. Box 72-1253. Approval is conditional upon the submission of required items and documents prior to event dates.

Councilmember Vilani moved to approve Resolution No. M-33-23

Seconded by Mayor Pro Tem Gavin

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

Nays: None

Motion Approved.

MOTION NO. M-34-23: Matter of approving the Berkley Dads' Club Opening Day Parade on Saturday, June 3, 2023 at 10 a.m. beginning at Berkley High School and concluding at Community Field #1. Approval is conditional upon the submission of required items and documents prior to event dates.

Councilmember Dooley moved to approve Resolution No. M-34-23

Seconded by Vilani

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

Nays: None

Motion Approved.

MOTION NO. M-35-23: Matter of approving a Downtown Development Authority (DDA) event, "Berkley Pride Block Party" on Robina south of 12 Mile Road, on Gardner south of 12 Mile Road, and in the Municipal Parking Lot located between those two roads, on Sunday, June 25, 2023 from noon to 4 p.m. Approval is conditional upon the submission of required items and documents prior to the event date.

Councilmember Baker moved to approve Resolution No. M-35-23

Seconded by Councilmember Vilani

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

Nays: None

Motion Approved.

COMMUNICATIONS:

COUNCILMEMBER VILANI:

- Citizen Engagement Advisory Committee/Technology Advisory Committee meetings are currently on pause as the role of Communications Director is being filled. No updates.
- Berkley Area Chamber Chat is Friday, the 19th at 8:30 a.m. at Vibe Credit Union. No need to register in advance.
- Berkley Art Bash is coming on June 10th. Volunteers are needed, if you're interested in participating reach out to events@berkeleychamber.com
- The Berkley Street Art Festival will be July 15th from 11 a.m.-5 p.m. Sponsorships and registration are open, go to berkleystreetartfest.com
- Regarding Berkley Days, said that when we think about Maslow's hierarchy of needs at the very base of that is safety. Said that she doesn't believe there is one member of our planning team, public safety, or emergency manager who did not have everyone's safety and enjoyment in their hearts when the event was planned. Said she truly believes and is confident that Jack Blanchard, Public Safety, and the Berkley Days planning crew will make this event stronger and safer than ever.
- Said that when we think about the top of that hierarchy, we have belonging; there is not one member of the community that doesn't want it to be a safe and enjoyable event for all.
- Encouraged everyone to think about the words they use; said there are many ways to have a thoughtful, productive dialogue about how to improve our city. Said that when we turn to open environments, it would be wise for everyone to think about belonging and the words they choose.

COUNCILMEMBER DOOLEY:

- Library Board meets this Wednesday the 17th at 7 p.m. The public is welcome to come, your support is needed more than ever.
- As far as Berkley Days, said that he would like to thank everyone (and Jack) for not only Saturday evening but also the fireworks on Friday night. Said that everyone lost sight of how spectacular the fireworks were; we'd never had them before in our city and it was one of the best shows he's seen in a long time. Said they did a great job keeping everybody safe; he saw kids oohing and aahing, and parents were tickled to death.

COUNCILMEMBER PATTERSON:

- The Planning Commission meets on Tuesday, May 23rd at 7p.m. here in Council chambers.
- Honored Nurse's Week which was last week, thanked his colleagues that are nurses as well as healthcare providers that work every day.
- Honored Military Appreciation Month, thanked all in armed services for the work they currently do or have done.
- Thanked all moms in honor of Mother's Day. Said that he is trying to get his mom to move here, but that he is grateful to have many Berkley moms looking over him.
- Thanked Berkley Public Safety for what they did Saturday. Said that he was there Thursday for Taste of Berkley, which was a beautiful event with great food. Said that Jack Blanchard does a lot for emergency management, a lot; said he went through the plans with Jack and that he has something for everything.
- Thanked all the other public safety agencies who assisted on Saturday night.

COUNCILMEMBER HENNEN:

- The Zoning Board of Appeals has no cases in May or June. Nothing to report.
- The Tree Board met last month; they are evaluating a few things, including: the ideal time to plant different species of trees, and ways to encourage more tree planting on private property.
- A contest for the largest tree in the city, both a private and public city tree, will soon be announced.
- Next meeting of the Tree Board will be on Monday, May 22nd at 7 am.

COUNCILMEMBER BAKER:

- The Downtown Development Authority met on Wednesday, May 10th and discussed the mural design at the BP gas station, the work continuing for the Berkley Outdoor Social Scene (BOSS) across a stretch of 12 Mile, and preparations for the Berkley Pride Block Party.
- Announced that the Downtown Berkley Farmers Market, at 12 Mile and South Robina taking place every Thursday from 9 a.m.-3 p.m., will take place from Thursday, June 1st through October 26th. Come on over, get your fresh veggies, fruits, and other nice treats. Visitors can also walk around and enjoy more of what our downtown has to offer.
- The DDA discussed the parking study, the Coolidge Complete Streets Work, and the Art Space Plaza south of Catalpa. For more information on all of that cool stuff and more, visit downtownberkeley.com
- The Historical Committee met on Tuesday, May 9th; they were also a strong participant and supporter of Berkley Days. Thanked the Committee and all the volunteers that helped make a historic presence at Berkley Days in all the right ways.
- On Friday, May 19th, Angell will hold their annual ice cream social; as part of this celebration, a plaque donated by the Berkley Historical Committee will be unveiled. This plaque celebrates Angell is now 100 years old; in addition to tasty treats you can experience another significant milestone in Berkley history.
- Speaking of good things to eat, during the month of May visitors to the museum will find a display on 'Good Eats in Berkley'; menus, pictures, and nonperishable items from favorite, legendary Berkley dining spots will be displayed. Please swing by the museum to see that display, now available. The museum is open Wednesday 10 a.m. -1 p.m. and Sundays 2 p.m.-4 p.m. While supplies last, you can receive a collectible magnet honoring the 100th Anniversary of Berkley by coming to the museum. Visit berkeleyhistory.com for more information.
- Henry Ward Beecher once said, "Our greatest success comes after our greatest disappointments." Said that he is very proud of all the planning, creativity, and hard work that went into this year's Berkley Days festivities. The fireworks celebrating our hundredth anniversary as a village were groundbreaking and thrilling as well as very well received. Visitors and residents alike had terrific times Thursday, Friday, and most of Saturday. What happened Saturday evening was obviously not a reflection of the Berkley Days committee, the planning, or of our community. For many of us, it was terrifying and terrible. The facts and details about the incident are still being investigated and reviewed. This was a great disappointment for Saturday evening and all of Sunday, for which we had additional great plans in store for that festival. What makes us great as a community is how we overcome these disappointments; said that like his colleagues he is certainly looking forward to learning and taking steps to minimize those next time. Let's continue to put our best foot forward and demonstrate that in Berkley we care.
- Asked that people please be safe, take care of yourselves, and hug someone you love because they need it.

MAYOR PRO TEM GAVIN:

- Check out all the Parks and Recreation programs available this summer at berkleymich.org, they include anything from youth & adult guitar lessons in the park to yoga in the park, karate in the park, and lots more. Make sure you check those out!
- Summer concert dates are also on the website and summer fest dates including outdoor movie dates and times are also online. Visit recreation.berkleymich.org for more information.
- Next meeting of the Parks & Recreation Advisory Board is on Thursday, June 8th at 7 p.m. in the Community Center.
- Next meeting of the Environmental Advisory Committee is on June 13th at 6:30 p.m. on the second floor of the Public Safety building.
- In regards to what happened at Berkley Days, thanked Jack Blanchard and Public Safety and surrounding communities' Public Safety departments for their quick response to what happened on Saturday.

CITY MANAGER BAUMGARTEN:

- In honor of National Police Week, thanked the Public Safety Department. Said that for those who don't know, we call them public safety because they are police officers, firefighters, and medical first responders all wrapped into one department that stands ready when needed. Said that it is

unfortunate that they were needed over the weekend, but they were able to step in and keep people safe when that time mattered. Said that he appreciates their updates to the community as quickly and timely as they could. The rumor mill was really out of control, with most of what was being discussed being highly inaccurate.

- Said that the plan Public Safety executed really is put together and updated by former Councilmember and current Emergency Manager Jack Blanchard, and that he has a great appreciation for the work he does and the time he puts in to protect people. Said that when the plan was needed, he was there; said that all should be grateful for that planning.

CITY ATTORNEY STARAN:

- No communications

MAYOR DEAN:

- Said she is saddened by what happened Saturday at Berkley Days but incredibly grateful that no one was physically hurt. Said that this inclusive and welcoming event has been a community favorite for generations of families and a magical place for friends and neighbors to connect; what would have been a beautiful celebration of Berkley's Centennial as a village turned into a scary experience for many in our community. Said she joined Festival goers and residents in being disappointed that the actions by some attendees put the safety of others and themselves at risk and prompted the cancellation of the remaining Berkley Days schedule.
- The decision to cancel was necessary out of an abundance of caution and in the interest of Public Safety. Thanked the Berkley Department of Public Safety and our mutual aid agencies for their swift response to this incident; one of these neighboring departments arrested two juveniles on 11 Mile Road for carrying concealed weapons.
- Said that this type of incident has not happened at Berkley Days in the past; our Public Safety department continues to investigate this incident and is committed to holding those responsible accountable for their actions. Said that a year's worth of work and planning goes into this kind of undertaking; thanked each person who did so much to put on Berkley days: Denise Downen and the Berkley Days committee, Department of Public Works, Parks and Recreation Department, and (again) our emergency manager Jack Blanchard.

ADJOURNMENT:

Councilmember Vilani moved to adjourn the Regular Meeting at 8:48 p.m.

Seconded by Councilmember Dooley

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

Nays: None

Motion Approved.

Bridget Dean, Mayor

ATTEST:

Rachel Patterson, Deputy City Clerk

**THE SPECIAL MEETING OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
WAS CALLED TO ORDER AT 6:00 PM ON WEDNESDAY, MAY 10, 2023 BY MAYOR DEAN**

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

OTHER STAFF PRESENT:

City Manager Matthew Baumgarten
City Clerk Victoria Mitchell
City Attorney John Staran
Department of Public Works Director Shawn Young
Parks and Recreation Director Theresa McArleton
Community Development Director Kristen Kapelanski

APPROVAL OF AGENDA:

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

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

Lauren Delega, Franklin, showed her support for banning pet stores selling puppies. She said the community does not want puppy-selling pet stores in Berkley; the store can show us pictures and videos of happy puppies all day but it does not change the fact that they are coming from puppy mills. She said there's no transparency into what the living conditions were when the puppies were at their breeder, how their parents are treated, how many times the females were bred, what happens to these puppies once they age out of their cute period, etc. She said that if you are a customer you are told you can have the breeder's name after you purchase the dog, so as a consumer, you are not even given the option of researching before making a purchase. She said that statements at council meetings from Puppygram; as just one example they've claimed that their store was 'Canine Care Certified' and that all dogs came from 'Canine Care Certified' breeders. Said that HSUS has confirmed that Canine Care does not certify nor validate pet stores and has not authorized Puppygram to make such statements or use its logo in the store or on social media. She said they have also confirmed with Canine Care that all their breeders are not certified. She said that she knows lawsuits are a concern, but these laws have been challenged by existing pet stores multiple times, and yet in every single case the court has upheld that law.

Kurt Hite, Berkley, commented regarding the recent millage vote that failed. He said in meetings he was told cuts could happen down the road. He said his concerns are staffing levels; he said staffing levels are high. He said if you are going to make cuts, staffing levels should be more equal to what they were in 2014-15 before cuts are made to long-standing services. He said he does not feel the city should have higher staff levels for fewer services; he said that should be the discussion. He saw Lids For Kids was possibly to be cut and said that was paid for by donations; why not cut the water to the park splash pad? He wants the city administration staffing level to return to 1.6 or 2. He said a freeze in hiring isn't enough; believes staff levels should be cut before other cuts.

CONSENT AGENDA:

Councilmember Hennen moved to approve the following Consent Agenda
Seconded by Councilmember Dooley:

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 39th City Council Special Joint Work Session on Wednesday, April 10, 2023.

MOTION NO. M-28-23: Matter of approving the 2023 Summer Maintenance Agreement between the Road Commission for Oakland County and the City of Berkley. The City will be reimbursed a total of \$1,680 which will be paid in two installments, \$1,092 due in September 2023 and \$588 due upon completion of last maintenance activity.

RESOLUTION NO. R-10-23: Matter of approving a Resolution of the Council of the City of Berkley, Michigan authorizing the West Nile Virus Expense Reimbursement Request.

PROCLAMATION NO. P-14-23: Matter of proclaiming May 14, 2023 as Apraxia Awareness Day.

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

REGULAR AGENDA:

MOTION NO. M-29-23: Matter of awarding the contract for the Wiltshire Road water main and road reconstruction project to the lowest qualified bidder, Springline Excavating, in an amount of \$3,199,532.66. In addition, allocate an additional 10 percent construction contingency (\$319,953.27) and a not-to-exceed Construction Engineering amount of \$284,860.90.

Councilmember Hennen moved to approve Motion No. M-29-23

Seconded by Mayor Pro Tem Gavin

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

Nays: None

Absent: Baker

Motion Approved.

MOTION NO. M-30-23: Matter of authorizing a contract with Hartwell Cement Company, 21650 Fern St. Oak Park, MI 48237, at a cost not to exceed \$495,613.80. Funds for this expenditure will come from account 614-950-974-000 (\$241,385.70), 202-464-975-100 (\$204,228.10), and account 592-537-974-000 (\$50,000 rain garden). Also, to award engineering fees of \$17,203.73 from account 202-464-821-010 and \$23,660.81 from account 614-950-821-000. The Motion was amended to remove the expenditure for the raingarden.

Councilmember Patterson moved to approve Motion No. M-30-23

Seconded by Councilmember Vilani

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

Nays: None

Absent: Baker

Motion Approved.

MOTION NO. M-31-23: Matter of approving the purchase of a 2023 Ford Transit Cargo Van for \$53,869.00 from Lunghammer Ford utilizing the Macomb County and MITN Cooperative Bids.

Councilmember Hennen moved to approve Motion No. M-31-23

Seconded by Councilmember Dooley

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

ORDINANCE NO. O-08-23: Matter of considering the First Reading of an Ordinance of the City Council of the City of Berkley, Michigan to add Section 138-199 and amend Section 138-32, Section 138-387, Section 138-388, Section 138-427, Section 138-428, Section 138-442, Section 138-443, Section 138-457 and Section 138-458 of Chapter 138 - Zoning to allow outdoor service areas as a principal permitted use and allow rooftop outdoor eating areas for restaurants and other food serving establishments as a special use.

Councilmember Patterson moved to approve Ordinance No. O-08-23

Seconded by Councilmember Vilani

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

Nays: None

Absent: Baker

Motion Approved.

CLOSED SESSION: Matter of considering convening in closed session at the conclusion of the special meeting to discuss a confidential attorney/client privileged communication.

Mayor Pro Tem Gavin motioned to move into Closed Session

Seconded by Councilmember Dooley

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

Nays: None

Absent: Baker

Motion Approved.

ADJOURNMENT:

Councilmember Hennen moved to adjourn the Regular Meeting at 6:36 p.m.

Seconded by Councilmember Vilani

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

Nays: None

Absent: Baker

Motion Approved.

Bridget Dean, Mayor

ATTEST:

Victoria Mitchell, City Clerk

**A BUDGET WORK SESSION OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY,
MICHIGAN WAS CALLED TO ORDER AT 6:00 PM ON TUESDAY, MAY 9, 2023
BY MAYOR PRO TEM ROSS GAVIN**

PRESENT: Councilmember Mike Dooley
Mayor Pro Tem Ross Gavin
Councilmember Dennis Hennen
Councilmember Greg Patterson
Mayor Bridget Dean attended virtually from Berkley, Oakland County

ABSENT: Councilmember Steve Baker
Councilmember Jessica Vilani

ALSO

PRESENT: Matthew C. Baumgarten, City Manager
Laurie Fielder, Interim Finance Director
Victoria Mitchell, City Clerk
Stan Lisica, Chief Innovation Officer
Community Development Director Kristen Kapelanski
Shawn Young, Public Works Director
Theresa McArleton, Parks and Recreation Director
Dan McMinn, Manager of Senior Programs and Special Events
Bryan Bemis, Treasurer

APPROVAL OF AGENDA

Councilmember Patterson moved to approve the Agenda with a change to add a second Public Comment opportunity before adjournment
Seconded by Councilmember Hennen
Ayes: Dooley, Hennen, Patterson, and Gavin
Nays: None
Virtual: Dean
Absent: Baker and Vilani
Motion Approved.

Mayor Pro Tem Gavin welcomed everyone back to day two of the budget hearings. He thanked staff, Council, and members of the public. He stated that any reductions, deferments, or other budgetary changes are not taken lightly or with excitement. He reiterated that all members of the council are residents who have a vested interest in the community. He stated the budget hearing is a place of respect and kindness and no ill will is present or welcomed.

PUBLIC COMMENT:

Joel Ulferts, Berkley, made comments regarding this fiscal year. He said the City is not utilizing funding from this current year. He listed off the accounts that still have money left in them.

Greg DuRoss, Berkley, provided written notes of his comments. He stated he did budget work for many years. He said many people don't know how involved it is. He said he came tonight with another suggestion if there is sufficient resident interest. He proposed putting the original budget proposal on the table, restoring the residents' services that they are hot about losing, and reexamining the city managers proposed cuts. He then proposed coming up with an option that minimizes the cuts. He questioned why go through a process of severe cutting and then put another proposal before the voters in 2024. He stated we need to be creative and think outside of the box. He said the City needs to establish priorities and gauge resident interest. He said the City needs to think of ways to do things not avoid things.

Mitch Bow, Berkley, requested that if the City is going to seek public opinion on cuts, he would like to see more information available to the public. He said he would like to see the current year's report. He said the

budget is in PDF format and if the City could make it in Excel format, that would make things easier. He said he would like to see data available to the public. He said the City should put information out there and see what feedback it gets back.

BUDGET WORK SESSION: Matter of a discussion of the proposed FY 2023/24 City of Berkley Budget:

- A. City Clerk
- B. Building and Planning
- C. Parks and Recreation
- D. Public Works
- E. Finance and Treasury
- F. CDBG
- G. Debt Funds
- H. Capital Improvement
- I. Fringe Benefits Fund
- J. Public Safety Retirement

City Manager Matt Baumgarten kicked off the budget work session portion of the meeting. He discussed the changes in budget strategy. He discussed how cuts were going to happen anyway. He discussed how ARPA funds would be used and how the funds relate to the city's funding model. He said the city needs to end up in the same place no matter what in 2025 and not lose sight of that. He discussed when the budget is due.

A recess was taken at 7:34 p.m. The work session reconvened at 7:43 p.m.

AMENDMENT TO THE AGENDA

Councilmember Patterson made an amendment to the originally approved agenda to move Finance and Treasury to item D and move the remaining budget work session subcategories down one spot accordingly.

Seconded by Councilmember Hennen

Ayes: Dooley, Hennen, Patterson, and Gavin

Nays: None

Virtual: Dean

Absent: Baker and Vilani

Motion Approved.

MOTION TO SUSPEND RULES TO CONTINUE MEETING PAST 10 PM

Councilmember Hennen made a motion to suspend rules and order of procedure to continue the meeting past 10 p.m.

Seconded by Councilmember Patterson

Ayes: Hennen, Patterson, Dooley, and Gavin

Nays: None

Virtual: Dean

Absent: Baker and Vilani

Motion Approved.

A recess was taken at 10 p.m. The work session reconvened at 10:05 p.m.

In total, the following corrections were made to the budget:

- 101-201-818-000 Oakland County Assessors was \$16,000 - changed to \$116,000 (typo error)
- 101-265-818-000 Contractual Services, \$15,000 - changed to \$0
- 101-265-974-000 Land Improvements (EV stations) \$100,000 removed in **2024/25**
- 101-265-976-002 Heat/Cooling \$2,000 removed from 2024/25 (furniture in wrong account)
- 101-441-709-000 Overtime was \$35,000 - reduced to \$25,000
- 101-441-914-001 Liability Insurance-Storage Tank - Now Policy thru State \$6,300 changed to \$0 2023/24. \$7,000 changed to \$0 **2024-25**

- 101-441-985-000 Radio Equipment \$3,000 - reduced to \$1,500
- 101-441-985-000 Vehicles \$240,000 reduced to \$175,000 (PU truck removed)
- 101-738-707-000 Full Time Library \$198,103 reduced to \$144,850
- 226-001-629-002 Commercial Trash Revenue - increased from \$38,072 to \$187,029
- 614-105-707-000 Part time employees - \$32,020 reduced to \$26,900
- 614-950-750-000 Playground supply was \$65,000 - reduced to \$6,500 (typo error)
- 614-950-821-000 Engineering was \$40,000 - reduced to \$20,000
- 614-950-974-000 Land Improvements was \$440,000 - reduced to \$350,000 (removed parking lot repair at Community Center, Lazenby Surface Material and Jaycee Pavilion repair.
- 592-001-642-000 Water Sales - was 6% increase \$4,649,523 increased to 10%, \$4,824,977
- 592-001-642-002 Fixed Water charge - was 6% increase \$786,905 increased to 10% \$819,764
- 592-001-642-003 Storm utility charge- was 6% increase, \$2,783,879 - increased to 10% -\$2,888,931
- 592-001-673-000 Sale of fixed assets from \$200,000 decreased to \$75,000 for **2024/25**
- 592-536-985-000 Vehicles reduced from \$625,000 to \$580,000 (removed asphalt roller)
- 592-537-744-000 Uniforms increased from \$1,500 to \$2,000 (error)

PUBLIC COMMENT:

Joel Ulferts, Berkley, said the outstanding issue is the \$1.3 million deficit for the Parks and Recreation department in fiscal year 2024-2025. Matt Baumgarten, City Manager, said Council will be presented with a different funding approach, largely driven by capital.

Mayor Pro Tem Gavin thanked city staff and all of the presenters that evening for tackling a difficult charge and doing a good job in identifying areas where we could defer or reduce. He acknowledged the professionalism, thought, and energy that went into the process.

Mayor Dean echoed the comments by Mayor Pro Tem Gavin and thanked him for presiding over the work session so she could get better. She thanked Mr. Ulferts for his attendance and willingness to learn and understand this process. She said if he, or any other residents, had any further questions, he was welcome to direct them to the City Manager, Council members, and department heads. She said that she appreciates him taking the time to attend as an interested resident because it's easy to be critical but now that he's sat through an evening of the process she hopes he'll leave with a greater understanding.

ADJOURN

Councilmember Patterson moved to adjourn the work session at 10:23 p.m.

Seconded by Councilmember Hennen

Ayes: Patterson, Dooley, Hennen, and Gavin

Nays: None

Virtual: Dean

Absent: Baker and Vilani

Motion Approved.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

**A BUDGET WORK SESSION OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY,
MICHIGAN WAS CALLED TO ORDER AT 6:00 PM ON MONDAY, MAY 8, 2022
BY MAYOR PRO TEM ROSS GAVIN**

PRESENT: **Councilmember** Steve Baker
 Councilmember Mike Dooley
 Mayor Pro Tem Ross Gavin
 Councilmember Dennis Hennen
 Councilmember Greg Patterson
 Councilmember Jessica Vilani
 Mayor Bridget Dean attended virtually from Berkley, Oakland County

**ALSO
PRESENT:** Matthew C. Baumgarten, City Manager
 Laurie Fielder, Interim Finance Director
 Victoria Mitchell, City Clerk
 Stan Lisica, Chief Innovation Officer
 Matthew Koehn, Public Safety Director
 Corey Miller, Public Safety Lieutenant
 Matt Church, Library Director
 Michael McGuinness, DDA Executive Director

APPROVAL OF AGENDA

Councilmember Patterson moved to approve the Agenda with a change to add a second Public Comment opportunity before adjournment

Seconded by Councilmember Baker

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

Nays: None

Virtual: Dean

Motion Approved.

Mayor Pro Tem Gavin opened the Budget Work Session and stated Mayor Dean is attending virtually. He went over the order for the evening.

Mayor Pro Tem Gavin stated residents gave Council a directive when they voted “no” to the Headlee override vote. He explained they would be going through the budget and would now be looking at cuts. He said he understands that not every person will agree on what cuts need to be made.

Mayor Pro Tem Gavin said Council shared ideas on how to cut costs and the city manager worked with the directors to identify cuts. He said relying on state and federal funding is not a sound management plan.

Mayor Pro Tem Gavin said no one is excited about the cuts, none of which were happily suggested. He said Council members are all residents of Berkley. He said they are not looking to be punitive or retaliatory. He said each council member has a vested interest in the community. He said the budget hearings will take place from a place of respect and kindness.

PUBLIC COMMENT:

Greg DuRoss, Berkley, said he came with the perspective of asking questions. He said he didn't get a lot of answers before the election as to how the millage money would be spent. He said he doesn't write blank checks. He said the answer he got days before the election helped him understand which he should have known beforehand. He said he sees much of this money is going to fill the gap with federal funding; he said he didn't know that until he was walking to the polls. He said he was undecided and seeing the budget changed that. He said it was a lack of information for a lot of people that resulted in a failed millage ask. He went over comments that were on social media that day regarding cuts to chipper service, leaves, etc. He read a comment regarding what the fee for public service means. He discussed the bad optics. He said he

read before the vote that it was hard to get details, but following the vote it seemed quick to get details on the cuts. He said his opinion is the millage proposal failed because there wasn't enough information. He hopes that doesn't happen again. He urges everyone to move forward together. He provided an example of where it wasn't clear with capital expenses.

PRESENTATION: Matter of receiving a presentation summarizing the proposed FY 2023/24 budget.

City Manager Matt Baumgarten said as Council is aware, there was a flurry of activity in the past few days to change tactics and make changes to the budget. He said changes in how ARPA funds would be utilized are proposed. He said they worked over the course of last week on a new plan to split up the ARPA funds. He said he quickly worked with directors and the interim finance director. He presented context on the thought process and updates that Council received over the course of the weekend including:

Budget assumptions:

- Inflation rate of 7.9 percent in 2023
- A taxable value increase of 8.34 percent
- Millage reduction fraction – no required decrease in Headlee affected millages
- Community promotions millage required to roll back from .0706 to .0652
- Total city millage levy reduced slightly to 15.7698
- City proposes using \$1.6 million in ARPA over three fiscal years while reducing expenditures to match revenues.

City Manager Baumgarten reviewed the FY2023-24 millage rates and taxable values. He also reviewed 2023-24 taxable vs. assessed values. He discussed the value and the increases. He discussed the increase in assessed values.

City Manager Baumgarten reviewed General Fund Revenue which includes property taxes, state and federal revenues, charges for services, licenses and permits, property and equipment rental, miscellaneous investment earnings, and fines and forfeits. He said property taxes are the largest source followed by state and federal revenues. He reviewed miscellaneous revenue. He said we are seeing a slight uptick in investment earnings. He reviewed a graph showing state-shared revenue history. He explained the two portions of state-shared revenue.

Revenue highlights (finite) included:

- MDEC – Zoning rewrite grant (\$40k)
- HVAC Improvements State and Federal grants (\$1.7 million)
- American Rescue Plan Act (\$1.6 million across three fiscal years)
- Marihuana Licenses (est \$200k in 23-24 and \$150k in 24-25)

*Only the marihuana license revenue is expected to continue into the future (albeit a reduction). All other items are one-time opportunities.

Councilmember Baker pointed out that if all five marihuana licensees don't open, then that number would be reduced. He pointed out that right now we have one-fifth of that because only one is open. Councilmember Hennen mentioned some could close with the crowded market.

City Manager Baumgarten reviewed general fund new revenues:

- Add state/federal grant dollars for HVAC project
- State Liquor Licenses
- State Marihuana Licenses
- Realize ARPA Funds from deferred revenues
- Reestablish bagged yard waste collection fee

- Establish fee for EV charges at .23 per kWh projection
- Reduce golf outing revenue to zero
- Cost recovery fee for city labor/materials to support third-party events
- Charge for use of athletic fields
- Update fee schedule for the usage of Community Center

City Manager Baumgarten reviewed a graphic showing the relationship between revenues and expenditures. He said all decisions are for the benefit of the community. He said they are happy to deliver a balanced budget to Council.

City Manager Baumgarten reviewed the memo sent to Council earlier depicting about \$1.251 million in cuts and non-highlighted cuts of \$545,600, totaling about \$1,797,100 in the upcoming fiscal year. He said he and the administration is trying to keep as many things in the budget to make Berkley as special as it is. He said he worked very hard on that. He said deferring capital always catches up with you and often costs more in the long run. He said we can't cut or defer our way out of this with the capital fund and there has to be cuts in services and expenditures.

City Manager Baumgarten reviewed the general fund expenditure reductions by the department. City Hall led the way followed by Public Works, Public Safety, Recreation, Library, and Community Promotions (this has a dedicated millage). He reviewed the proposed cuts for each department including:

City Hall – defer Cummings lot, reduce City Hall projects, cut annual contributions, email all building inspector reports, reduce Berkley Buzz to three issues, and precinct consolidation.

Library – discontinue WIFI hotspots, defer reupholstery of chairs, discontinue scanning station, defer security camera system, close library on Saturdays between Memorial Day and Labor Day weekends, close library one evening a week year-round, hiring freeze on replacing third full-time position.

Public Works – defer to ¾ ton pick up to fiscal year 24-25, defer or move cold planer, reduce DPW overtime for precinct set up due to precinct consolidation in August special election, reduce curbside yard waste leaf collection season by half, DPW overtime reduction due to leaf collection, brush collection, and reduced events, end brush collection (chipper service), and restrict to city chipping disposal only.

Public Safety – reduce tuition reimbursement to \$10k, defer basement renovations to fy24/25, defer two of four police vehicles, public safety overtime reduction due to reduced events, cancel Lids 4 Kids, cancel fire open house, and cancel the golf outing.

Recreation – reduce engineering to \$20k from \$40k, defer parking lot, Jaycee park pavilion, Lazenby field materials (all other capital items shift back one year)

Mayor Pro Tem Gavin thanked City Manager Baumgarten and said that is a lot for Council to think about.

Councilmember Vilani said they have an incredible staff and as we go through the budget document, it is very important that we are not cutting the salaries and wages of any of our staff. She said she knows a lot of employees count on overtime hours to keep their households going.

Councilmember Patterson thanked City Manager Baumgarten and staff for getting this to them as quickly as possible. He asked to point out grants that are incoming as we go through the budget document.

BUDGET WORK SESSION: Matter of a discussion of the proposed fiscal year 2023/24 City of Berkley Budget:

- A. Communications
- B. Community Promotion
- C. IT

D. Library

A recess was taken at 7:58 p.m. The work session reconvened at 8:08 p.m.

- E. Public Safety
- F. City Council
- G. City Manager
- H. City Attorney
- I. City Hall
- J. Downtown Development Authority (DDA)

In total, the following corrections were made to the budget:

- 101-201-818-000 Oakland County Assessors was \$16,000 - changed to \$116,000 (typo error)
- 101-265-818-000 Contractual Services, \$15,000 - changed to \$0
- 101-265-974-000 Land Improvements (EV stations) \$100,000 removed in **2024/25**
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- 592-536-985-000 Vehicles reduced from \$625,000 to \$580,000 (removed asphalt roller)
- 592-537-744-000 Uniforms increased from \$1,500 to \$2,000 (error)

Mayor Pro Tem Gavin thanked staff, the public, and Council for their contributions. He reiterated they all have Berkley residents' best interests in mind. He discussed the difficult decisions ahead.

Mayor Dean said to all the directors that it's easy to do this when the wind is at your back and thanked them for sharpening their pencils.

Mayor Dean said she has a special spot in her heart for youth and the library provides a gathering space for those of all ages, but especially the youth.

Mayor Dean thanked Mr. DuRoss for coming and taking the time to find out the truth and listening and bringing concerns.

Mayor Dean thanked Mayor Pro Tem Gavin for chairing the meeting. She said she appreciates this and all of the Council for taking it seriously and going through it all and she appreciates the effort.

PUBLIC COMMENT:

None

ADJOURN

Councilmember Patterson moved to adjourn the work session at 9:28 p.m.
Seconded by Councilmember Vilani
Ayes: Hennen, Patterson, Vilani, Baker, Dooley, and Gavin
Nays: None
Virtual: Dean
Motion Approved.

Attest:

Bridget Dean, Mayor

Victoria Mitchell, City Clerk

A PROCLAMATION
of the Council of the City of Berkley, Michigan
Declaring June 19, 2023, to be Juneteenth Celebration Day

P-20-23

- WHEREAS,** Juneteenth is a holiday marking the end of slavery in the United States; and
- WHEREAS,** The State of Michigan began recognizing Juneteenth as an official state holiday in June 2005 with the passage of PA 48 of 2005; and
- WHEREAS,** Millions of African-Americans were captured and brought to this country as slaves in the inhumane conditions of slave ships that sailed across the Atlantic Ocean; and
- WHEREAS,** While approximately 11.5 million African-Americans survived the inhumane conditions, it is acknowledged that many millions of African-Americans did not survive the passage; and
- WHEREAS,** It is recognized that slavery then existed in this country for more than 200 years until the United States Congress passed the Thirteenth Amendment of the Constitution, abolishing slavery throughout the country, on January 31, 1865; and
- WHEREAS,** Union Army General Gordon Granger arrived in Galveston, Texas several months after the passage of the amendment, and one of his first actions was to read General Order #3, which stated that all slaves are free and that former masters and slaves have absolute equality of personal and property rights; and
- WHEREAS,** Following General Granger's reading of General Order #3 celebrations erupted as slaves learned of their freedom, and subsequently, June 19th (Juneteenth) became the emancipation date for those long-suffering for freedom; and
- WHEREAS,** Since then, Juneteenth has been known as the oldest celebration commemorating the end of slavery in the United States; and
- WHEREAS,** This tradition of celebration has remained strong in recognizing the great triumph against the cruelty of slavery, and honoring and respecting the strength, endurance, and immense resilience of all African-American ancestors who endured the shackles of slavery and those who persevered to see its end; and
- WHEREAS,** citizens must join together to acknowledge the history of slavery and the oppression which followed its ending, and to further carry forward the ideals of equality and democracy for all regardless of a person's racial identity.

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

SECTION 1: That June 19, 2023, is hereby declared as *Juneteenth Celebration Day* in the City of Berkley.

SECTION 2: The City of Berkley calls upon the community to pause and reflect on this nation's history of slavery and oppression, to celebrate the progress made thus far in ending slavery and the equal rights milestones that have followed, and to acknowledge that more progress must be made to ensure those Americans of African descent are truly free and equal as we move toward a brighter future.

Proclaimed this 5th day of June 2023 at a Regular Meeting of the Berkley City Council.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

A PROCLAMATION
of the Council of the City of Berkley, Michigan
Declaring the week of June 18-24, 2023
As Lightning Safety Week

- WHEREAS,** According to the National Weather Service lightning kills an average of 23 people and injures hundreds more each year in the United States; and
- WHEREAS,** Every summer the state of Michigan experiences severe thunderstorms which produce lightning strikes that can cause property damage and personal injury; and
- WHEREAS,** With rising global temperatures the likelihood of severe weather events that produce lightning increases; and
- WHEREAS,** When residents are educated on how to remain safe during lightning-producing storms it saves countless lives and reduces injuries.

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

- SECTION 1:** That the week of June 18-24, 2023 shall be recognized as *Lightning Safety Week* in the City of Berkley and urges all citizens, government agencies, public and private institutions, businesses, and schools to commit to learning and sharing proper safety and emergency procedures.
- SECTION 2:** That the City Council directs the City Administration to actively share and communicate information on how residents can remain safe during lightning-producing storm events.

Proclaimed this 5th day of June 2023 at a Regular Meeting of the Berkley City Council.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

**CITY OF BERKLEY, MICHIGAN
OATH OF OFFICE**

Daniel Schewe

I, Daniel Schewe, having been duly appointed as Public Safety Sergeant for the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter of the City of Berkley, and that I will perform the duties of my office to the best of my ability.

Daniel Schewe

*Subscribed and sworn to before me
this 5th day of June, 2023.*

*Victoria Mitchell
City Clerk*

**CITY OF BERKLEY, MICHIGAN
OATH OF OFFICE**

Emily Larsen

I, Emily Larsen, having been duly appointed as Public Safety Officer for the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter of the City of Berkley, and that I will perform the duties of my office to the best of my ability.

Emily Larsen

*Subscribed and sworn to before me
this 5th day of June, 2023.*

*Victoria Mitchell
City Clerk*

**CITY OF BERKLEY, MICHIGAN
OATH OF OFFICE**

Liam Sarris

I, Liam Sarris, having been duly appointed as Public Safety Officer for the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter of the City of Berkley, and that I will perform the duties of my office to the best of my ability.

Liam Sarris

*Subscribed and sworn to before me
this 5th day of June, 2023.*

*Victoria Mitchell
City Clerk*

**CITY OF BERKLEY, MICHIGAN
OATH OF OFFICE**

Owen Foster

I, Owen Foster, having been duly appointed as Public Safety Officer for the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter of the City of Berkley, and that I will perform the duties of my office to the best of my ability.

Owen Foster

*Subscribed and sworn to before me
this 5th day of June, 2023.*

*Victoria Mitchell
City Clerk*

**CITY OF BERKLEY, MICHIGAN
OATH OF OFFICE**

Justin Dulong

I, Justin Dulong, having been duly appointed as Public Safety Officer for the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter of the City of Berkley, and that I will perform the duties of my office to the best of my ability.

Justin Dulong

*Subscribed and sworn to before me
this 5th day of June, 2023.*

*Victoria Mitchell
City Clerk*

**CITY OF BERKLEY, MICHIGAN
OATH OF OFFICE**

Frederick Bismack

I, Frederick Bismack, having been duly appointed as Public Safety Officer for the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter of the City of Berkley, and that I will perform the duties of my office to the best of my ability.

Frederick Bismack

*Subscribed and sworn to before me
this 5th day of June, 2023.*

*Victoria Mitchell
City Clerk*

M-36-23

June 5, 2023 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the Mayor and City Manager to enter into an Intergovernmental Agreement for Animal Control Services between the City of Berkley and the City of Royal Oak. The City of Berkley will provide Animal Control Services for the City of Royal Oak for \$53,429.19 for the first year, with annual increases of 3 percent a year. This Intergovernmental Agreement shall be for a term of five (5) years, beginning on the 1st day of July, 2023 and ending on the 30th day of June, 2028.

Ayes:

Nays:

Motion:



City of Berkley
Department of Public Safety



INTEROFFICE CORRESPONDENCE

DATE: May 23, 2023
TO: Matthew Baumgarten, City Manager
FROM: Matt Koehn, Director of Public Safety *MK*
SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN CITY OF BERKLEY AND CITY OF ROYAL OAK

The City of Berkley currently provides animal control services for the City of Royal Oak pursuant to an intergovernmental agreement that expires on June 30, 2023. This agreement is mutually beneficial to both cities. The attached Intergovernmental Agreement for Animal Control Services between the City of Berkley and the City of Royal Oak has been updated to include a new fee schedule, which includes a 3% increase for each year of the agreement. The updated fees are the only change from the current agreement.

The City of Royal Oak will pay the following for these services:

Fiscal Year	Yearly Fee	Monthly Fee
2023-2024:	\$53,429.19	\$4,452.43
2024-2025:	\$55,032.07	\$4,586.01
2025-2026:	\$56,683.03	\$4,723.59
2026-2027:	\$58,383.52	\$4,865.29
2027-2028:	\$60,135.02	\$5,011.25

City Attorney John Staran has reviewed this agreement. The City of Royal Oak approved this agreement at the May 22, 2023 City Commission Meeting.

The Department of Public Safety recommends the approval of this agreement.

AGREEMENT TO PROVIDE ANIMAL CONTROL SERVICES

This Agreement is entered into as of the date of the last signature below between the CITY OF ROYAL OAK, MICHIGAN, a Michigan Municipal Corporation with offices at 203 South Troy Street, Royal Oak, Michigan 48067 (hereafter referred to as "ROYAL OAK") and the CITY OF BERKLEY, MICHIGAN, a Michigan Municipal Corporation with offices at 3338 Coolidge Highway, Berkley, Michigan 48072 (hereafter referred to as "BERKLEY").

WHEREAS, it appears that it would be of mutual advantage to ROYAL OAK and BERKLEY for BERKLEY to assume certain responsibilities under this Agreement to assist ROYAL OAK in the enforcement of state laws and local ordinances, where applicable, regarding animals within the corporate limits of Royal Oak; and

WHEREAS, it appears that it would be of mutual advantage to ROYAL OAK and BERKLEY for BERKLEY to assume certain responsibilities under this Agreement to assist ROYAL OAK in providing certain animal control services under this Agreement regarding animals within the corporate limits of Royal Oak; and

WHEREAS, on June 2, 2018, ROYAL OAK and BERKLEY entered into a five-year agreement for the provision of Animal Control Services, which agreement is set to expire on June 30, 2023; and

WHEREAS, both ROYAL OAK and BERKLEY believe there is a continuing need for the provision of animal control services and desire to renew the agreement for another five-year period; and

THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

I. DUTIES ASSUMED BY BERKLEY. BERKLEY agrees that it will, during the term of this

Agreement and any extension thereof, perform the following duties:

A. Provide the services of an animal control officer within the corporate limits of Royal Oak, specifically:

1. Enforcement of state laws and local ordinances, where applicable, regarding animals within the corporate limits of Royal Oak, including but not limited to, leash regulations, dogs at large, and licensing laws.

2. The issuance of violation tickets where appropriate and appearance in Court when required to prosecute said violations.

3. Impoundment of stray, vicious, or dangerous animals.
4. Retention of impounded animals in accordance with minimum time requirements set forth by state law.
5. Provide that animals that are impounded, but not placed or returned to their owners, shall humanely be disposed of in accordance with applicable laws consistent with this Agreement.
6. Provide for the transfer of injured animals to veterinary care when appropriate, or immediate disposal of injured animals when determined to be necessary by the Animal Control Officer.
7. Conduct animal bite investigations of persons bitten by animals within the corporate limits of Royal Oak, including but not limited to:
 - (a) Preparation of a standard Incident Report documenting the reported details of the bite incident;
 - (b) Investigation of the circumstances of the bite incident;
 - (c) Investigation and/or verification of appropriate vaccinations received by the animal prior to the bite incident;
 - (d) Impoundment or quarantine, as appropriate, of the involved animal for such period of time as required by state law;
 - (e) Enforcement of state laws or local ordinances, as may be appropriate, regarding the bite incident; and
 - (f) Humane destruction of the offending animal, as appropriate, in accordance with respective state laws, city ordinances, and/or court orders.
8. Provide for the drop-off of stray animals at the ROYAL OAK ANIMAL SHELTER, when picked up by ROYAL OAK police officers during hours when the Animal Control Officer is not on duty.
9. Respond and handle wildlife calls only when a human is bitten or injured by the animal.
10. Provide for a system to ensure that impounded animals released to Royal Oak residents have appropriate vaccinations where required by law and have valid Royal Oak licenses where required by Royal Oak ordinance, either prior to release from impoundment or within a reasonable period of time thereafter.
11. Provide for removal of dead animals from primary roads within the corporate limits of Royal Oak having posted speed limits of 30 mph or greater.

12. Provide for removal of dead domestic animals, such as dogs and cats, from primary roads and residential streets within the corporate limits of Royal Oak.

B. In regard to Animal Control Officer(s), BERKLEY shall be responsible for the following:

1. Determination of the number of said employee(s).
2. Selection and hiring of said employee(s).
3. Payment of wages and other compensation to said employee(s).
4. Direct managerial supervision of said employee (s).

5. Determination of the work hours of said employee(s), with the understanding that it is the intent of this Agreement that services are to be provided Monday through Friday during normal business hours to be specifically determined by BERKLEY, with provisions for after-hour call-in for emergency purposes.

C. BERKLEY shall provide and manage an appropriate holding facility for impounded animals to be located in BERKLEY.

D. BERKLEY shall provide an appropriate animal control vehicle to be operated by the said Animal Control Officer (s), including gasoline, maintenance, and insurance of the vehicle.

E. BERKLEY agrees to indemnify and hold ROYAL OAK harmless and defend it against all demands, claims, causes of action or judgments and from all expenses that may be incurred in investigating or defending against the same, arising from any act, neglect or omission on the part of BERKLEY, its agents and/or employees, pursuant to the duties of this Agreement.

F. BERKLEY agrees to deliver animals picked up within the corporate limits of Royal Oak to the Royal Oak Animal Shelter in the event that the City of Royal Oak continues to maintain an animal shelter. No fees shall be charged to BERKLEY for animals dropped at the Royal Oak Animal Shelter, nor shall BERKLEY be responsible for operating or maintaining any portion of the Royal Oak Animal Shelter.

II. DUTIES ASSUMED BY ROYAL OAK. ROYAL OAK agrees that it will, during the term of this Agreement and any extension thereof, perform the following duties:

A. ROYAL OAK understands that the Animal Control Officer(s) will not be assigned exclusively to ROYAL OAK but will carry out duties in ROYAL OAK as necessary to

comply with this Agreement.

B. ROYAL OAK shall authorize and empower the BERKLEY Animal Control Officer to enforce animal regulations within the corporate limits of Royal Oak.

C. ROYAL OAK agrees to provide police assistance to the Animal Control Officer(s), if requested, when an Animal Control Officer is performing services within the corporate limits of Royal Oak.

D. ROYAL OAK agrees to pay BERKLEY the sum of fifty-three thousand four hundred twenty-nine dollars and nineteen cents (\$53,429.19) during the first year of this Agreement as requested by invoice on a monthly basis (of \$4,452.53) for services described in this Agreement.

E. ROYAL OAK agrees to pay BERKLEY the annual increases of 3% as requested by invoice on a monthly basis for services described in this Agreement for subsequent years as listed below:

Fiscal Year	Yearly Fee	Monthly Fee
2023-2024:	\$53,429.19	\$4,452.43
2024-2025:	\$55,032.07	\$4,586.01
2025-2026:	\$56,683.03	\$4,723.59
2026-2027:	\$58,383.52	\$4,865.29
2027-2028:	\$60,135.02	\$5,011.25

F. ROYAL OAK agrees to pay BERKLEY the additional amount of \$50.00 per Occurrence of any after-hour call-in of an Animal Control Officer as invoiced to ROYAL OAK on a monthly basis during the period of this Agreement.

G. ROYAL OAK agrees to reimburse BERKLEY for drop-off fees incurred for transfer of animals to the Oakland County Animal Control facility when animals require transfer to said facility.

III. TERMS OF AGREEMENT. It is mutually agreed that the term of this Agreement shall be five (5) years, commencing on July 1, 2023. The Agreement may be renewed or modified by written Agreement of the parties. Failure of either party to comply with the material provisions of this Agreement shall be deemed sufficient cause for termination of the Agreement. Such notice of termination shall be given in writing sixty (60) days prior to the effective date of termination. Furthermore, this Agreement may be terminated by either party without cause by giving written notice to the other party one hundred twenty (120) days prior to the effective date of termination.

IV. CONSIDERATION. It is mutually agreed that revenue generated with respect to this

Agreement shall be distributed as follows:

- A. Revenue generated from the sale of City of Royal Oak dog licenses shall accrued to ROYAL OAK.
- B. Revenue generated from the sale of City of Berkley dog licenses shall accrue to BERKLEY.
- C. When animals are held at the BERKLEY facility, revenue generated from fees related to animal pickup, boarding, sterilization, vaccination, disposal, or adoption shall accrue to BERKLEY. When animals are held at the Royal Oak facility, such revenues shall accrue to ROYAL OAK.
- D. Revenue generated from District Court fines resulting from the enforcement of animal regulations within the corporate limits of Royal Oak shall accrue to ROYAL OAK.
- E. Revenue generated from District Court fines resulting from the enforcement of animal regulations within the corporate limits of Berkley shall accrue to BERKLEY.

CITY OF BERKLEY

Dated: _____

By: _____

Dated: _____

By: _____

CITY OF ROYAL OAK

Dated: _____

By: _____

Dated: _____

By: _____

June 5, 2023 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the Mayor and City Manager to enter into an Intergovernmental Agreement for Lockup Services, Animal Control Services, Use of the Berkley DPS Range, and Dispatch Services between the City of Berkley and the City of Pleasant Ridge for a \$6,500 fixed yearly fee for each full-time equivalent (FTE) reflected in the Michigan Commission on Law Enforcement Standards (MCOLES) Fall Semi-Annual Law Enforcement Distribution Report for Pleasant Ridge Police Department. This Agreement shall be effective for a term commencing July 1, 2023 and continuing until June 30, 2026.

Ayes:

Nays:

Motion:



City of Berkley
Department of Public Safety



INTEROFFICE CORRESPONDENCE

DATE: May 10, 2023

TO: Matthew Baumgarten, City Manager

FROM: Matt Koehn, Director of Public Safety *NBK*

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR LOCKUP SERVICES, ANIMAL CONTROL SERVICES, USE OF BERKLEY DPS FIREARMS RANGE, AND DISPATCH SERVICES BETWEEN CITY OF BERKLEY AND CITY OF PLEASANT RENEWAL

As you are aware, the City of Berkley has provided Lockup Services, Animal Control Services, the use of the BDPS range, and Dispatch Services for the City of Pleasant Ridge since 2020. This arrangement has been mutually beneficial to both cities and departments. Berkley DPS and Pleasant Ridge PD would like to extend this agreement for three additional years.

The attached comprehensive interlocal agreement for Lockup Services, Animal Control Services, the use of the BDPS range, and Dispatch Services, was reviewed by City Attorney John Staran. This agreement is the same as the one currently in place.

The City of Berkley will provide these Services for the City of Pleasant Ridge for a \$6,500 fixed yearly fee for each full-time equivalent (FTE) reflected in the Michigan Commission on Law Enforcement Standards (MCOLES) Fall Semi-Annual Law Enforcement Distribution Report for Pleasant Ridge Police Department. The fee for fiscal year 2023/2024 will be \$39,000, based on the current FTE number of six for the Pleasant Ridge Police Department. The Agreement was approved by the City of Pleasant Ridge City Commission on May 9, 2023.

Pleasant Ridge will be billed on a quarterly basis, in equal installments. Payment is due within thirty (30) days after invoicing. This Agreement shall be effective for a term commencing approximately July 1, 2023 and continuing until June 30, 2026.

The Department of Public Safety recommends the approval of this agreement.

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN
THE CITY OF PLEASANT RIDGE AND THE CITY OF BERKLEY**

The City of Pleasant Ridge, Michigan ("Pleasant Ridge"), a Michigan Municipal Corporation with offices at 23925 Woodward, Pleasant Ridge, Michigan 48069, and the City of Berkley, Michigan, ("Berkley"), a Michigan Municipal Corporation with offices at 3338 Coolidge Highway, Berkley, Michigan 48072, hereby enter into the following agreement:

RECITALS:

A. Pleasant Ridge has concluded that it would be beneficial to contract for certain law enforcement services with Berkley.

B. Berkley agrees to provide such law enforcement services under the terms and conditions of this Agreement.

C. This Agreement is consistent with the charters of Berkley and Pleasant Ridge, and is authorized under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and MCL 124.531 *et seq.*

IT IS THEREFORE AGREED:

1. **Definitions.** For the purposes of this Agreement, the terms listed below shall be defined as follows:

a. "Berkley," "Berkley City Council," and "Berkley City Manager" shall mean the City of Berkley, its City Council, and its City Manager, respectively.

b. "Pleasant Ridge," "Pleasant Ridge City Commission," and "Pleasant Ridge City Manager" shall mean Pleasant Ridge, its Commission, and its City Manager, respectively.

c. "Lockup Services" shall mean the detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours in accordance with MCL 791.262(1)(e) and such other services as described in paragraph 2.a.

d. "Municipality" shall mean either the City of Berkley or the City of Pleasant Ridge, and when plural it shall mean both Berkley and Pleasant Ridge.

2. **Lockup Services.** The Municipalities agree that Berkley shall provide Lockup Services to Pleasant Ridge as follows:

a. Lockup Services shall include, but not be limited to:

(i) Detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours;

(ii) Providing meals to detainees in the lockup in accordance with Berkley Department of Public Safety Rules and Regulations;

(iii) Providing conditions of detention in accordance with Berkley Department of Public Safety Rules and Regulations;

(iv) Testifying in Court, at depositions, or any required administrative hearing;

(v) Upon request, the provision of equipment and personnel necessary for video arraignment; and

(vi) Providing other Lockup Services as agreed to by the Municipalities.

b. Acceptance and Searches of Detainees. In order for a subject arrested by Pleasant Ridge to be admitted to Berkley lockup, he or she first must be accepted by Berkley. When Pleasant Ridge desires to have a subject detained at Berkley's lockup, Pleasant Ridge officer(s) shall turn over to Berkley officer-in-charge (or his/her designee) all booking intake forms and other information as requested by Berkley officer-in-charge (or his/her designee). Berkley officer-in-charge (or his/her designee) shall base his/her decision to accept or reject the subject on the same criteria as any other Berkley arrest and in accordance with Berkley Department of Public Safety Rules and Regulations. Pleasant Ridge police officer(s) transporting the subject shall conduct a thorough search of the subject in accordance with Berkley Department of Public Safety Rules and Regulations prior to turning the subject over to Berkley. Berkley may conduct its own search of the subject prior to accepting the subject for lockup. If not refused, the subject is accepted. No personal property of the subject, except clothing the subject is wearing and his/her prescription medication(s), if any, shall be left in the custody of Berkley for any reason.

c. Processing of Detainees. Pleasant Ridge officer(s) transporting a subject to Berkley for lockup shall process the subject consistent with Berkley Department of Public Safety Rules and Regulations. When available, Berkley personnel may provide assistance with prisoner processing.

(i) When a Pleasant Ridge prisoner is to be released (i.e. turned over to another agency, transported to county jail, or taken to another facility, etc.), a Pleasant Ridge officer shall respond and take responsibility for all prisoner property not transferred with the prisoner.

(ii) Berkley agrees that should an emergency arise in Pleasant Ridge during prisoner processing, Berkley will take reasonable steps to provide personnel to assist Pleasant Ridge officer(s) with the processing of its detainee(s) so that Pleasant Ridge officer(s) may respond to the Pleasant Ridge emergency.

d. Refusal of Subjects. Berkley reserves the right to refuse admittance to its lockup of any prisoner who is deemed unacceptable for housing in Berkley lockup for any reason in the opinion of the Berkley officer-in-charge (or his/her designee), including but

not limited to refusal of admittance to any subject suffering from mental illness or from a medical condition that threatens the security or the efficient operation of Berkley's lockup.

e. Medical Services. Pleasant Ridge agrees to pay for all costs and fees associated with the provision of medical care, transportation and treatment by Berkley emergency services personnel, any ambulance service, or any medical personnel or entity, to any detainee accepted by Berkley for Lockup Services under this Agreement for the full duration of detention. If, after acceptance of a subject for lockup in Berkley, the detainee requires medical care and/or treatment, Pleasant Ridge shall provide officers to guard the prisoner during the course of the detainee's medical care. To the fullest extent permitted by law, and to the extent of the cost of medical care provided to a detainee, Pleasant Ridge hereby agrees to indemnify and hold harmless Berkley for any and all claims, demands, lawsuits, or causes of action brought by any person, corporation, or government unit against Berkley, its agents, elected or appointed officials, and employees arising from or in connection with the medical care and treatment of detainees housed in Berkley's lockup pursuant to this Agreement.

f. Transportation. Pleasant Ridge shall be responsible for transporting its detainees both to and from Berkley's lockup to court, county jail, or other agencies or facilities as required.

g. Blood Draws for OWI Arrests. Pleasant Ridge prisoners arrested for OWI or similar charges, and requiring a blood draw, shall be subject to Berkley Department of Public Safety Rules and Regulations for this process. Pleasant Ridge agrees to pay for all services related to blood draws for detainees housed in Berkley lockup under this Agreement.

h. Bond. Pleasant Ridge agrees to process bond for all Pleasant Ridge detainees housed in Berkley lockup under this Agreement. Persons wishing to post bond for Pleasant Ridge prisoners shall be directed to contact Pleasant Ridge and make arrangements for Pleasant Ridge officers to process the bond. Proof of bond shall be presented prior to the release of a Pleasant Ridge prisoner.

i. Use of Technology. When practical, and so as not to interfere with the security or the efficient operation of Berkley's lockup, Pleasant Ridge shall be allowed to utilize available technology located at Berkley lockup for video arraignments or other court appearances of its detainees under this Agreement.

j. Administrative Responsibility. Berkley's provision of Lockup Services to Pleasant Ridge shall be administered by Berkley as follows:

(i) Control of Lockup Services. The Lockup Services performed by Berkley shall be under the exclusive jurisdiction and control of Berkley's Director of Public Safety. All Pleasant Ridge personnel transporting subjects for lockup in Berkley shall adhere to Berkley's Department of Public Safety Rules and Regulations concerning lockup.

(ii) Pleasant Ridge Input. If the Pleasant Ridge Police Chief objects to a Rule or Regulation utilized in the provision of Lockup Services to Berkley, the Pleasant Ridge Police Chief or his/her designee shall submit Pleasant Ridge's objection in writing to the Berkley Director of Public Safety. The Berkley Director of Public Safety or his/her designee shall respond to same in writing within 72 hours, providing such facts and opinions which support his/her determination of the issue. In the event that the matter is not resolved to Pleasant Ridge's satisfaction, the Berkley City Manager and the Pleasant Ridge City Manager shall meet to review the matter.

Pleasant Ridge is not responsible for the customs, policies, or practices of Berkley as related to the operation of the jail facility or the provision of Lockup Services. Pleasant Ridge is not responsible for the hiring, supervision, or training of jail personnel. Pleasant Ridge is not responsible for the jail building, its operation, or its design.

(iii) Personnel. The Municipalities agree that no personnel are required to be transferred from Pleasant Ridge to Berkley to provide the Lockup Services called for in this Agreement.

(iv) Lockup Documents. The Municipalities shall exchange copies of all reports, correspondences, and other documents which each community produces regarding the lockup facility as requested. The recipient of these documents shall treat them in the same manner the provider treats them. Documents which are confidential shall be marked as such and shall be treated in accordance with the provider's instructions.

k. Equity and Assets. All equity in assets and equipment of Berkley's lockup facility shall remain the property of Berkley. Payment for services provided pursuant to this Agreement shall not entitle Pleasant Ridge to any interest of any kind in such assets or equipment; provided, however, that any assets or equipment purchased by Pleasant Ridge shall be returned to Pleasant Ridge in the event of termination of this Agreement.

3. Animal Control Services. The Municipalities agree that Berkley shall provide Animal Control Services to Pleasant Ridge as follows:

a. Berkley will provide an Animal Control Officer within the corporate limits of Pleasant Ridge to provide the following services. During times when the Animal Control Officer is not on duty, Pleasant Ridge will be responsible for handling these services.

(i) Enforcement of state laws and local ordinances, where applicable, regarding animals within the corporate limits of Pleasant Ridge, including but not limited to, leash regulations, dogs at large, and licensing laws.

(ii) Issuance of violation tickets where appropriate and appearance in Court when required to prosecute said violations. The Animal Control Officer may follow up with chronic violators if deemed necessary.

- (iii) Impoundment of stray, vicious, or dangerous animals.
- (iv) Retention of impounded animals in accordance with minimum time requirements set forth by state law.
- (v) Providing that impounded animals that are not placed or returned to their owners shall humanely be disposed of in accordance with applicable laws consistent with this Agreement.
- (vi) Providing for the transfer of injured animals to veterinary care when appropriate. When immediate disposal of injured animals is determined to be necessary by the Animal Control Officer, Pleasant Ridge will be responsible for humane disposal of the animals. Pleasant Ridge will also be responsible for the cost of emergency veterinary care of injured animals within its corporate limits.
- (vii) Conducting animal bite investigations of persons bitten by animals within the corporate limits of Pleasant Ridge, including but not limited to:
 - (A) Preparation of a standard Incident Report documenting the reported details of the bite incident;
 - (B) Investigation of the circumstances of the bite incident;
 - (C) Investigation and/or verification of appropriate vaccinations received by the animal prior to the bite incident;
 - (D) Impoundment or quarantine, as appropriate, of the involved animal for such period of time as required by state law;
 - (E) Enforcement of state laws or local ordinances, as may be appropriate, regarding the bite incident; and
 - (F) Humane destruction of the offending animal, as appropriate, in accordance with respective state laws, city ordinances, and/or court orders.
- (viii) Providing for the drop-off of stray animals at the appropriate Animal Shelter, when picked up by Pleasant Ridge officers during hours when the Animal Control Officer is not on duty.
- (ix) Responding and handling wildlife calls when a human is bitten or injured by the animal.
- (x) Providing for a system to ensure that impounded animals released to Pleasant Ridge residents have appropriate vaccinations when required by law and have valid Pleasant Ridge licenses when required by Pleasant Ridge ordinance,

either prior to release from impoundment or within a reasonable period of time thereafter.

(xi) Providing for removal of dead non-domestic animals from primary roads within the corporate limits of Pleasant Ridge having posted speed limits of 30 mph or greater.

(xii) Providing for removal of dead domestic animals, such as dogs and cats, from primary roads and residential streets within the corporate limits of Pleasant Ridge.

b. In connection with the Animal Control Services, Berkley shall have responsibility for the following:

(i) Determination of the number of said employee(s) providing the services.

(ii) Selection and hiring of said employee(s).

(iii) Payment of wages and other compensation to said employee(s).

(iv) Direct managerial supervision of said employee(s).

(v) Determination of the work hours of said employee(s), with the understanding that it is the intent of this Agreement that services are to be provided Monday through Friday during normal business hours to be specifically determined by Berkley, with provisions for after-hour call-ins for emergency purposes.

c. Berkley shall provide and manage an appropriate holding facility for impounded animals.

d. Berkley shall provide an appropriate animal control vehicle to be operated by the said Animal Control Officer(s), and will be responsible for gasoline, maintenance, and insurance of the vehicle.

e. In connection with the providing of Animal Control Services by Berkley, Pleasant Ridge understands and agrees to the following:

(i) The Animal Control Officer(s) will not be assigned exclusively to Pleasant Ridge, but will carry out duties in Pleasant Ridge as necessary to comply with this Agreement.

(ii) Pleasant Ridge shall authorize and empower the Berkley Animal Control Officer(s) to enforce animal regulations within the corporate limits of Pleasant Ridge.

(iii) Pleasant Ridge shall provide police assistance to the Animal Control Officer(s), if requested, when an Animal Control Officer is performing services within the corporate limits of Pleasant Ridge.

(iv) When animals require transfer to the Oakland County Animal Control facility, Pleasant Ridge shall reimburse Berkley for drop-off fees incurred.

f. In connection with the providing of Animal Control Services by Berkley, it is agreed that any revenue shall be distributed as follows:

(i) Revenue generated from the sale of City of Pleasant Ridge dog licenses shall accrue to Pleasant Ridge.

(ii) Revenue generated from the sale of City of Berkley dog licenses shall accrue to Berkley.

(iii) Revenue generated from District Court fines resulting from the enforcement of animal regulations within the corporate limits of Pleasant Ridge shall accrue to Pleasant Ridge.

(iv) Revenue generated from District Court fines resulting from the enforcement of animal regulations within the corporate limits of Berkley shall accrue to Berkley.

4. **Use of Berkley Department of Public Safety Firearms Range.** Berkley agrees to allow Pleasant Ridge Police Department personnel to utilize the firearms range located in the Berkley Department of Public Safety building while this agreement is in effect under the following terms:

a. A qualified Pleasant Ridge firearms instructor/range officer will be present at all times Pleasant Ridge personnel use the range.

b. Pleasant Ridge personnel will provide their own ammunition and targets.

c. At its own expense, Pleasant Ridge will repair any damage caused by Pleasant Ridge personnel while using the range.

5. **Police Dispatch Services.** The Municipalities agree that Berkley shall provide Police Dispatch Services as follows:

a. Police Dispatch Services will include any emergency or non-emergency communications of any kind received by the Berkley Department of Public Safety which requests, requires, or in the sole judgment of the Berkley Public Safety Department, appears to request or require the presence, attention or services of Pleasant Ridge Police Department personnel to address, respond, or attend to any issue, event, or circumstance involving public health or safety, an accident, an injury, the protection of property, or any emergency (including but not limited to medical, fire and/or health).

b. In connection with Berkley's provision of Police Dispatch Services to Pleasant Ridge, the parties agree to the following procedures:

(i) Berkley Department of Public Safety will receive all 911 calls and provide 24-hour a day radio communications, in accordance with Federal Communications Commission (FCC) procedures and requirements, for the City of Pleasant Ridge.

(ii) Berkley Department of Public Safety will transfer all calls received that require a fire/medical response in Pleasant Ridge to the Ferndale Fire Department for their response.

(iii) Berkley Department of Public Safety will comply with all applicable communications standards relating to the Pleasant Ridge Police Department radio and dispatch communications policy.

(iv) Berkley Department of Public Safety shall not incur any costs related to the implementation of the standards set forth in the Pleasant Ridge General Order.

c. Pleasant Ridge acknowledges and agrees that except for the Police dispatch services contracted for herein and the other services set forth in this Agreement, neither the City of Berkley nor the Berkley Department of Public Safety shall be obligated in any other way to provide or assist the City of Pleasant Ridge or Pleasant Ridge Police Department personnel with any other direct or indirect backup or supplemental support or police, fire or emergency-related services or protection of any kind or nature, nor will there be any obligation to send Berkley Department of Public Safety personnel to respond, in any way, to any call for police, fire or emergency services. In all circumstances, Pleasant Ridge shall remain solely and exclusively responsible for all costs and liabilities associated with providing available Pleasant Ridge Police Department personnel to receive and respond to Police dispatch service in a timely and professional manner.

d. Pleasant Ridge acknowledges there may be circumstances when, despite reasonable Berkley Department of Public Safety efforts, the Berkley Public Safety Department's attempt to communicate or provide Police dispatch services for and to Pleasant Ridge Police Department personnel may be unsuccessful. This Agreement does not, and is not intended to, include any warranty, promise, or guarantee of any kind concerning the provision of Police dispatch services by the Berkley Department of Public Safety to Pleasant Ridge Police Department personnel, except that the Berkley Department of Public Safety will make a reasonable effort to provide such Police dispatch services and will do so consistent with existing and future Berkley Department of Public Safety communication and dispatch policies, procedures, orders, and standards, and applicable federal and state requirements.

e. This Agreement does not, nor is it intended to, obligate or require the Berkley Department of Public Safety to change, alter, modify, or develop any different dispatch related procedures, policies, or standards, or to purchase or use any special or

additional equipment, or to prohibit the Berkley Department of Public Safety from implementing any future communication-related changes the Berkley Public Safety Department, in its sole judgment and discretion, believes to be in its best interest.

f. Pleasant Ridge shall be solely and exclusively responsible during the term of this Agreement for (i) providing its personnel with radios and communication equipment that will be properly set, adjusted, and maintained to receive any Police dispatch service from the Berkley Department of Public Safety; (ii) complying with all current and future Berkley Department of Public Safety dispatching procedures, policies, standards, technical specifications, and applicable federal and state communication requirements; (iii) adequately training Pleasant Ridge Police Department personnel; and (iv) promptly and properly notifying the Berkley Department of Public Safety of any on-duty or off-duty status and availability or unavailability of Pleasant Ridge Police Department personnel to receive Police dispatch services.

g. Pleasant Ridge shall be solely and exclusively responsible for all costs, expenses, and liabilities associated with the acquisition, purchase, lease, operation, use, and maintenance of any Pleasant Ridge Police Department radio or other communication equipment. The Berkley Department of Public Safety shall not be obligated to provide Pleasant Ridge Police Department with any radio or communication equipment of any kind.

h. The Berkley Department of Public Safety may, at its sole discretion and expense, inspect any Pleasant Ridge Police Department radio or other communication equipment to ensure that it conforms to Berkley Department of Public Safety dispatching procedures, policies, standards, technical specifications, and federal and state requirements. If the inspection reveals nonconformance, the Berkley Department of Public Safety shall notify Pleasant Ridge Police Department in writing about the specific nonconformities. Pleasant Ridge Police Department shall promptly address and correct the nonconformities at its own expense. If Pleasant Ridge Police Department fails to do so, the Berkley Department of Public Safety may terminate or cancel the Police Dispatch Services set forth in this Agreement.

i. Warrant Entry/Cancellation Services – Pleasant Ridge Officers will be responsible for retrieval of warrant documents from courts and deliver documents to Berkley Public Safety for entry. Warrants will be timestamped upon arrival at Berkley Public Safety. Warrants shall be entered within forty-eight (48) hours of receipt. LEIN entry confirmation shall be attached to the warrant and maintained in the “warrant drawer” for Pleasant Ridge located at the Berkley Public Safety Department. Berkley personnel shall notify Pleasant Ridge personnel of any warrant confirmations. Upon warrant cancellation, the original warrant and all LEIN work shall be placed in the Pleasant Ridge Police designated file or mailbox. Pleasant Ridge personnel shall retrieve documents in the file/mailbox on a weekly basis. The LEIN audit shall be the responsibility of the Pleasant Ridge Police LEIN TAC. The Pleasant Ridge LEIN TAC shall be responsible for retrieval of any documents necessary to perform the Pleasant Ridge LEIN audit. Warrant entries shall be processed in conformance with the Berkley Public Safety warrant entry procedures/policies.

6. **Insurance Coverage.** Pleasant Ridge shall obtain and maintain in force during the term of this Agreement insurance coverage for general liability with limits of liability not less than \$5,000,000 combined single limit for personal injury and property damage for claims arising out of the subject matter of this Agreement. Pleasant Ridge shall also obtain and maintain motor vehicle liability and worker's compensation in amounts it determines to be appropriate, with Berkley being named as an additional insured on all liability policies and entitled to copies of Certificates of Insurance confirming the required insurance during the entire term of this Agreement. Pleasant Ridge shall add Berkley as an additional insured for these liabilities. Berkley shall add Pleasant Ridge as an additional insured under its policy for the services provided under this Agreement.

7. **Liability and Indemnification.** To the fullest extent permitted by law, Pleasant Ridge agrees to hold Berkley harmless from any and all claims, suits, demands, judgments, or causes of action made against Berkley, its elected or appointed officials, employees, agents, or volunteers for the actions of Pleasant Ridge's elected or appointed officials, employees, agents, or volunteers arising from or in connection with the performance of this Agreement. To the fullest extent permitted by law, Berkley agrees to hold Pleasant Ridge harmless from any and all claims, suits, demands, judgments, or causes of action made against Berkley, its elected or appointed officials, employees, agents, or volunteers, for the actions of Berkley's elected or appointed officials, employees, agents, or volunteers arising from or in connection with performance of this Agreement. Except as provided herein, neither Municipality shall have any right under any legal principle to be indemnified by the other Municipality or any of its employees or agents in connection with any claim.

In executing this Agreement, Berkley does not assume liability or responsibility for, or in any way release, Pleasant Ridge from any liability or responsibility to the extent that it arises from the existence or effect of Pleasant Ridge' City Charter, ordinances, policies, rules or regulations. To the extent that any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Charter provision, ordinance, policy, rule, or regulation is at issue, Pleasant Ridge shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Pleasant Ridge, Pleasant Ridge shall fully satisfy the same including all chargeable costs and reasonable attorney fees. In the event of a claim, loss or liability based upon the alleged concurrent or joint negligence or tortious wrongdoing of the parties, the parties shall bear their respective liability, including costs, in accordance with the laws of the State of Michigan.

8. **Governmental Immunity and Authority Unaffected.** Nothing in this Agreement is intended, nor shall it operate to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of either Municipality or any of its agents.

9. **Term of Agreement.** This Agreement shall be effective for a term commencing on July 1, 2023 and continuing until June 30, 2026.

a. This Agreement may be terminated at any time for any reason, and with or without cause, by the written agreement of Berkley and Pleasant Ridge, approved by the

concurrent resolutions of Berkley City Council and Pleasant Ridge City Commission. Said agreement shall provide a period of at least 90 days before the termination becomes effective and the services set forth in this Agreement are discontinued.

b. This Agreement may be terminated by Berkley if Pleasant Ridge fails to pay any amount owing under this Agreement, including applicable late charges and interest, within 60 days of when the payment was due. Such termination by Berkley shall be by written notice to Pleasant Ridge that contains a clearly stated effective date of the termination that is at least 30 days after the date of the notice. If all amounts owing, including past due installments, late charges, interest, and any new installments coming due during that time are not paid, the termination shall be effective, relieving Berkley from any obligation to provide any further services under this Agreement. Before Berkley gives notice of termination under this provision, it shall first notify Pleasant Ridge of its failure to timely pay the amount owed and allow a reasonable opportunity for Pleasant Ridge to pay such amount.

c. In addition to a termination under subsections (a) and (b), either Municipality may terminate this Agreement for any reason, and with or without cause, by written notice to the other Municipality. During the Initial Term, one (1) year written notice shall be required before termination. During any subsequent term, six (6) months' written notice shall be required before termination.

10. **No Third Party Beneficiaries.** The sole and exclusive purpose of this Agreement is to set forth the terms by which Berkley will provide certain law enforcement services for Pleasant Ridge. This Agreement is not intended to, and does not create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a party to this Agreement.

11. **Compensation.** In consideration for the services provided by Berkley under this Agreement, Pleasant Ridge will pay Berkley an annual amount equal to \$6,500 for each full-time equivalent (FTE) reflected in the Michigan Commission on Law Enforcement Standards (MCOLES) Fall Semi-Annual Law Enforcement Distribution Report for Pleasant Ridge Department of Police Department. As of the date of this Agreement, the most recent MCOLES Report allocated six (6) FTEs to the Pleasant Ridge Department of Police Department. Pleasant Ridge will be billed on a quarterly basis, in equal installments. Payment is due within thirty (30) days after invoicing by Berkley.

12. **Independent Contractor.** Berkley shall provide the services set forth in this Agreement to Pleasant Ridge as an independent contractor, with Berkley being responsible for all workers' compensation and other insurance, income tax, social security, and other withholding, and all other compensation or benefits for Berkley employees involved in providing the services. At no time shall any Berkley employee involved in providing services be considered or claimed to be an employee or agent of Pleasant Ridge, and Pleasant Ridge shall not be deemed or allowed to control, supervise, or direct Berkley employees involved in providing the services.

13. **Assignments.** Berkley's obligations under this Agreement may not be assigned except with the approval of Pleasant Ridge.

14. **Notices.** Any notices provided under this Agreement shall be in writing to the Berkley City Manager and Pleasant Ridge City Manager at the addresses listed on Page 1.
15. **Amendments.** Amendments to this Agreement shall be in writing, approved by concurrent resolutions of Berkley City Council and Pleasant Ridge City Commission, and be signed by authorized representatives of the Municipalities.
16. **Severability.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.
17. **Applicable Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement 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 Municipality. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
18. **No Waiver.** Absent an express written waiver, the failure of a Municipality to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
19. **Compliance with Laws.** Each Municipality shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
20. **Entire Agreement.** This Agreement contains the entire Agreement of the Municipalities with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect to the subject matter of this Agreement.
21. **Filing.** As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Berkley City Council and City of Pleasant Ridge City Commission, approving and authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

Dated this ____ day of _____, 2023

CITY OF BERKLEY

By: _____
Name: _____
Title: _____

CITY OF PLEASANT RIDGE

By: _____
Name: _____
Title: _____

June 5, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the "County Oakland Irish Fest" event 5 p.m.-midnight Friday, September 8, 2023 on Robina Avenue and 11 a.m.-midnight Saturday, September 9, 2023 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.

Ayes:

Nays:

Motion:



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

Event Name: County Oakland IRISH FEST + Scottish Night

Event Date(s) September 8th & 9th of 94 **Location(s)** 12 Mile Rd **Event Hours**
Sept. 8th - 5pm-Midnight
Sept. 9th - 11am-Midnight

ORGANIZATION:

Organization Name: <u>County Oakland Irish Fest</u>			
Headquarters Street Address: <u>3074 12 Mile Rd</u>			
City: <u>Berkley</u>	State: <u>MI</u>	Zip Code: <u>48072</u>	Phone: <u>4</u>
Website: <u>CountyOaklandIrishFest.org</u>			

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

Non-Profit 501(c)(3) N/A _____ Other (specify) _____

The following documents have been submitted:

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

Application reviewed by: **Public Safety** MBK **Public Works** See Attached

Comments: Community Dev. **Building Official:** VAL

Presented to City Council:			
Date: _____	Approved: ____ YES ____ NO	Organization Notified ____ YES ____ NO	Date _____

APPROVALS

DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	Yes	<i>Y.A. Young</i>	5-15-23
Comments:			
Public Safety	Yes	<i>M. K.</i>	5-25-23
Comments:			
Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:		See Attached	
Comments:			
Parks/Recreation	Yes	<i>M.S.</i>	5/26/23
Comments:			
City Clerk	Yes	<i>Victoria Mitchell</i>	5-25-23
Comments:			
City Manager	Yes	<i>M.</i>	8/2/23.
Comments:			

For City Use Only:

Date Application Received 5-11-23

Receipt Number PTU23-0006

Received	Receipt Number	Date Received
Application Fee (\$200.00) <input checked="" type="checkbox"/>		5-11-23
Clean up Bond (\$100.00) <input checked="" type="checkbox"/>		5-11-23
Fee Waived <input type="checkbox"/>	City Manager's approval required	

City Manager's Signature: *M.* Date: 6/2/23

IF APPLICABLE:

Motion Number:

Conditions (if any):

Is fee to be reimbursed?



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

Print Form

CITY OF BERKLEY, MICHIGAN COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: The County Oakland Irish Fest / Scottish Night

Organization / Contact:

Name of Organization: The County Oakland Irish Fest Contact's Name: Peggy Spiker
 Address: 3074 12 Mile Rd City: Berkley State/zip: MI/48072
 Telephone: 248 890 4195 24 Hour Emergency Contact: _____

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

Event Location: 12 Mile Rd between Wakefield & Tyler / Robina North block

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

Dates and Hours of Event: Sept 8, 2023 Sept 9, 2023 | Sept 8 5 pm - Midnight Sept 9 11AM - Midnight

How many employees or volunteers? Between 20 + 30

How will site be secured during off-hours? There will be snow fencing surrounding the beer tent.

What type of merchandise will be sold? We will sell T-shirts + such. Vendors will at the event selling giftware, t shirts etc.

If you are selling food, include a copy of your receipt from Oakland County Health Department. We will have food trucks or vendors

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

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

What are your plans for set up and removal? The American Legion will set up the beer tent on PRUDY afternoon/will be taken down by them on Sunday/Saturday - VENDORS WILL ARRIVE/stages

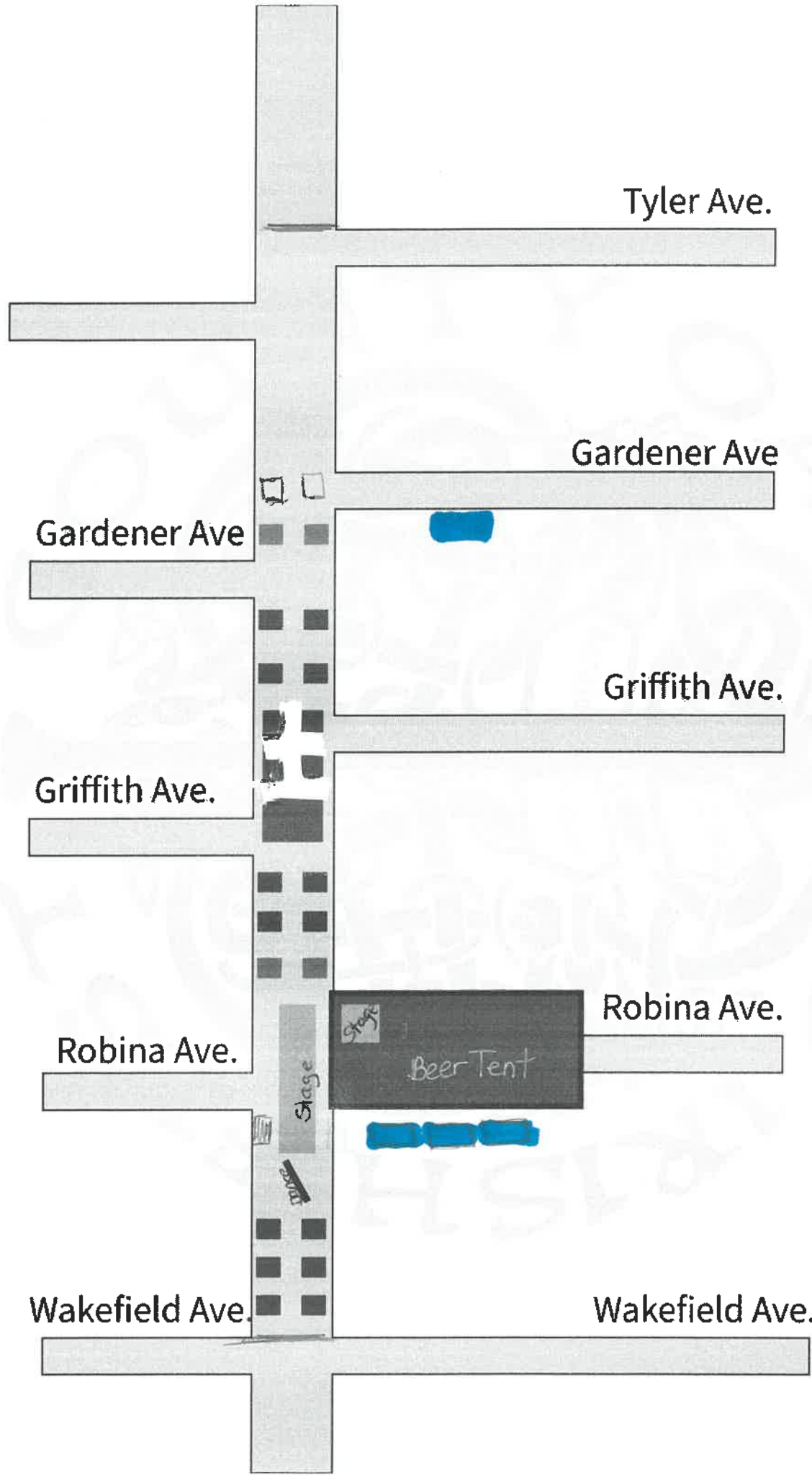
Tax Exempt Status (as defined by the US Internal Revenue Service): of + signage will go up/taken down at 12pm
 Non-Profit 501.C3 Other (specify)

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

By Ordinance, each Community Special Event is limited to a maximum of 7 days.
 Applications must be received at least 45 days prior to the event. Events involving the public right of way will require City Council approval. I understand that a representative of the organization will need to attend the City Council meeting. The City will notify me of the meeting date and time.

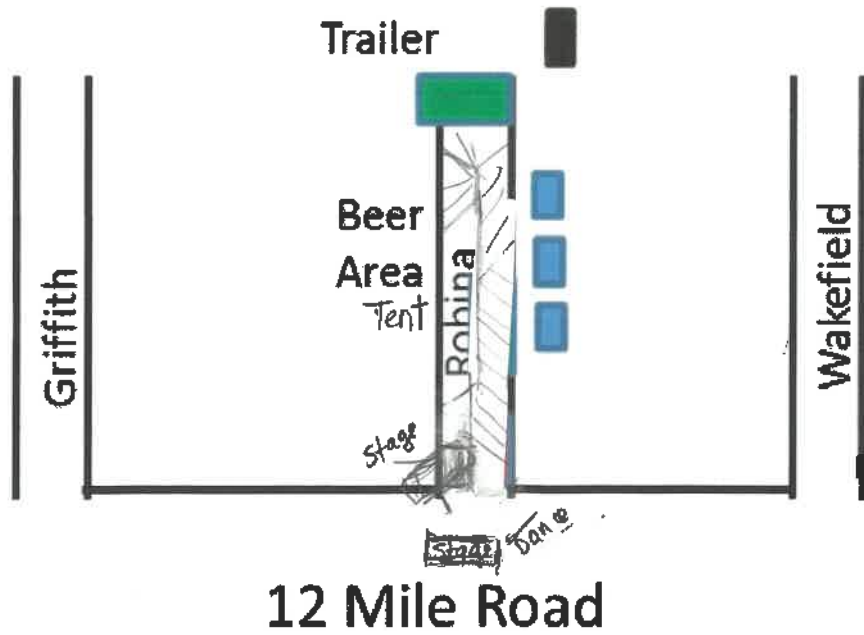
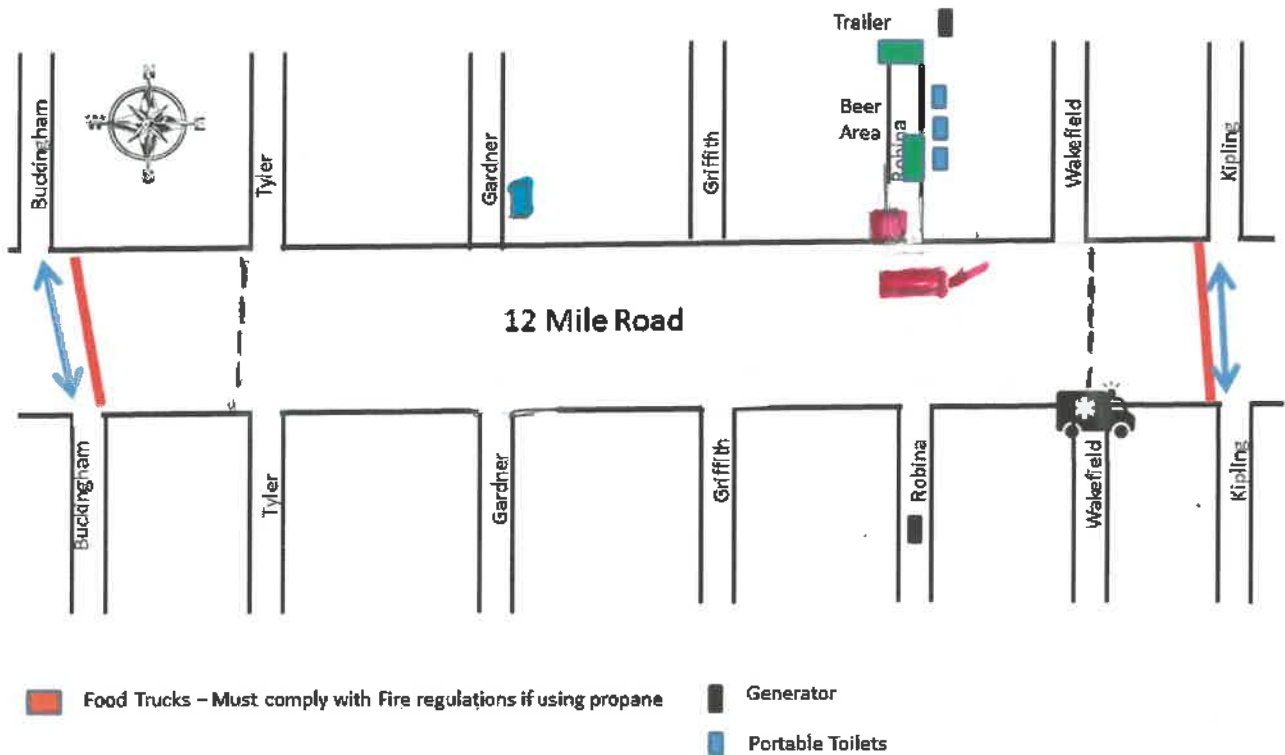
An application will be denied or an event shut down if complete and accurate information is not provided.

Margaret L. Spiker 5/11/23
 Signature of Applicant Date



- vendor
- food
- childrens
- music

Irish Festival Site Layout





CITY OF BERKLEY COMMUNITY SPECIAL EVENT HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between The County Oakland IRISH FEST, (the Organization) and the City of Berkley, Michigan, (City) for the date(s) specified below.

Organization Name County Oakland IRISH FEST
Address 3074 12 Mile Rd
City Berkley State MI Zip 48072 Phone _____
Event Name the County Oakland IRISH FEST / SCOTTISH NIGHT
Event Location(s) 12 Mile Rd Event Date(s) Sept. 8th + 9th

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

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

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

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

Authorized Representative Margaret L. Spilker Title Co Chairman
(Please print)
Signature Margaret L. Spilker Date 05/08/2023

CITY OF BERKLEY MICHIGAN

TEMPORARY TRAFFIC CONTROL ORDER

(TCO NUMBER)

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

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

PROJECT NAME:	The County Oakland Irish Fest / Scottish Night
Location	12 Mile Road between Wakefield + Tyler / Robina No 4th block
DATE/S/TIMES:	Sept 8 5 PM - Midnight Sept 9 11 - Midnight
RESPONSIBLE PARTY:	The County Oakland Irish Fest
Name:	Peggy Spiker
Street Address:	3074 12 Mile Rd.
City/State/ZIP:	Berkley MI 48072
Contact Phone:	248 890 4175
Email address:	

For Official Use Only:

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

Approved by: <i>(Print name and title below)</i>	Signature:	Date:
Public Safety		5-15-23
Public Works		
Building Official Community Dev.		5-15-23

**Original – Traffic Control File

Return copy of completed form to City Clerk's Office



City of Berkley
Department of Public Safety
Matt Koehn, Director



CITY OF BERKLEY MICHIGAN

TEMPORARY TRAFFIC CONTROL ORDER

T-10-23

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

PURPOSE: Temporary traffic control for "Oakland County Irish Festival" to ensure safety of attendees and pedestrians attending the event.

LOCATION: Robina Ave from 12 Mile Road (north side) to the south side of the alley north of 12 Mile Road

DATES: Friday, September 8th, 2023 at 8 AM to Sunday, September 10th at 6 AM

ACTION: DPW to provide barricades prohibiting vehicular traffic from entering the area.

A handwritten signature in blue ink that reads "M. Koehn".

Matt Koehn
City of Berkley
Public Safety Director
May 24, 2023

Distribution Copies

1. Public Safety Director
2. Public Works Director
3. Original – Traffic Control File



City of Berkley
Department of Public Safety
Matt Koehn, Director



CITY OF BERKLEY MICHIGAN

TEMPORARY TRAFFIC CONTROL ORDER

T-11-23

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

PURPOSE: Temporary traffic control for "Oakland County Irish Festival" to ensure safety of attendees and pedestrians attending the event.

LOCATION: 12 Mile Road from Buckingham to Coolidge Hwy

DATES: Saturday, September 9th, 2023 at 6 AM to Sunday, September 10th at 6 AM (or completion of the clean up (the event ends at 12 AM))

ACTION: DPW to provide barricades prohibiting vehicular traffic from entering the area:

- 12 Mile at Coolidge as well as 12 Mile and Buckingham (diverting traffic north or south on Coolidge or Buckingham)
- The north and south side of Kenmore, Cumberland, Kipling, Wakefield, Robina, Griffith, Gardner and Tyler to restrict vehicular access to 12 Mile
- Additional "No Parking" temporary signs to be installed along side streets of Kenmore, Cumberland, Wakefield, Robina, Griffith, Gardner and Tyler, near 12 Mile, as well as on east/west roads of Beverly and Edwards as necessary. Public Safety or DPW to adjust accordingly if needed
- No parking/posting on 12 Mile Road between Buckingham and Coolidge
- DPW to notify Oakland County Road Commission of closure to divert emergency, bus and vehicular traffic in the area
- Public Safety to monitor and assist as necessary, as well as notification to Surrounding Police / Fire / EMS agencies

A handwritten signature in blue ink, appearing to read "M. Koehn".

Matt Koehn
City of Berkley
Public Safety Director
May 24, 2023

Distribution Copies

1. Public Safety Director
2. Public Works Director
3. Original – Traffic Control File



City of Berkley
Department of Public Safety



INTEROFFICE CORRESPONDENCE

DATE: May 24, 2023
TO: Matthew Baumgarten, City Manager
FROM: Matt Koehn, Director of Public Safety *MK*
SUBJECT: Oakland County Irish Festival

The Oakland County Irish Fest has submitted an application for the "Oakland County Irish Fest" which will take place on Friday, September 8, 2023 and Saturday, September 9, 2023. Friday's event will take place from 4 PM to 12 AM on Robina north of 12 Mile road and will require the closure of Robina north of 12 Mile Road (to the alley) beginning at 8 AM for set up. Saturday's event will be held on 12 Mile Road between Buckingham and Coolidge between the hours of 10 AM and 12 AM and will require the closure of 12 Mile Road from Buckingham to Coolidge from 6 AM to midnight (or when cleanup is complete) for set up and take down. It should be noted that the application requests the closure of 12 Mile Road from Buckingham to Wakefield. However, based on past events, it is the recommendation of DPS and DPW to have the road closed all of the way to Coolidge, in order to increase the safety of the attendees. The activities on Robina will continue until 12 AM on Saturday night. Friday and Saturday nights events will feature a beer tent operated by the Berkley American Legion, and entertainment. Saturday's event features local pubs and restaurants, shops, local Irish musicians, Irish dancers, pipers, food trucks, as well as local vendors. There will also be an Irish Heritage tent.

The Department of Public Safety has reviewed the application and discussed the event with Ms. Peggy Spiker. The Oakland County Irish Festival is a 501(c) (3) (EIN 82-4334993). The event will be staffed by 20-30 volunteers. Volunteers will be stationed at the road closure locations, especially from 6 AM to 10 AM and midnight until cleanup is complete when the barricades are moved for the set up and take down. DPS will work with Ms. Spiker to obtain additional details as to the locations of food vendors/trucks and other vendors and work with DPW personnel to make plans for the event. Ms. Spiker was advised that she will need to provide the following documents/information:

- Proof of Commercial Liability Coverage with the required language to include the City of Berkley
- A Special Event Hold Harmless Agreement signed by a representative of the American Legion

The Department of Public Safety will collaborate with the Oakland County Irish Fest and Berkley Department of Public Works to work out all of the details of the event and create

an Emergency Operations Plan (EOP). Two Traffic Control Orders (TCO) have been prepared for the event.

There have not been significant problems at previous Oakland County Irish Fests. The Department of Public Safety will assign personnel to monitor the event.


The Department of Public Safety recommends approval of the Oakland County Irish Fest, contingent upon the submission of the required documents and approval of other city departments.



CITY OF BERKLEY
DEPARTMENT OF PUBLIC WORKS

3238 BACON AVE, BERKLEY, MICHIGAN 48072

Transmittal Memo

To: Matt Baumgarten, City Manager
From: Shawn Young, DPW Director 
Date: May 26th, 2023
Subject: 2023 Oakland County Irish Festival

Public Works has reviewed the application for 2023 Irish Fest and offer the following comments at this time:

1. RCOC will need to approve the 12 Mile Road closure from Buckingham to Wakefield on Saturday. Pending City Council Approval Public Works will submit an application to RCOC for the 12 Mile road closure. The closure application must be made to RCOC a minimum of 30 days ahead of the event.
2. Both the 12 mile and Robina closures may also require large physical barriers so coordination of opening and closing times will be extremely important. All items must be removed from the closure areas within the requested closure times.
3. DPW may request to modify the scope and time of the closure to limit the impacts on the surrounding residential neighborhood and allow time to safely install and remove any barricades or barriers.
3. Volunteer assistance is a critical piece to the overall success of this event. Volunteers should be stationed at the closure locations to maintain barricade placements (especially during early set-up and at the end of the event).
4. The applicant is responsible for providing all resources necessary to safely operate the event, including fencing for the beer tent areas and portable power sources. The street light plugs are not to be used to support the food trucks and vendors. There is limited power available on Robina near the alley north of 12 Mile.
5. We recommend prior written notification be provided to all of the businesses and residents in the immediate area.
6. Please note that events like these can place a significant burden on City staff and resources. The total cost to the City for labor, equipment, and materials is approximately \$10,000 for this event.

Please share these items with the applicant. Thank You

CINCINNATI OH 45999-0038

In reply refer to: 0231561849
Feb. 21, 2018 LTR 147C 0
82-4334993 000000 00

00000808
BODC: NOBOD

COUNTY OAKLAND IRISH FEST
PO BOX 725103
BERKLEY MI 48072



016803

Employer identification number: 82-4334993

Dear Taxpayer:

Thank you for your inquiry dated Feb. 09, 2018.

Your employer identification number (EIN) is 82-4334993. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number _____

Hours 5:30 PM - 10:00 PM

Keep a copy of this letter for your records.

Thank you for your cooperation.

2022 County Oakland Irish Festival
Berkley, MI

Income

Beer tent sales (split with American Legion)	2287.22
Vendor Booth Income	2300
T-Shirt Sales	1002
Sponsor income	4700
Irish Fashion Show fund raiser	420

10709.22

Expenses

Bands	3450
T-Shirts (ashgrove marketing)	1073.96
Sweet & Associates - insurance	763.13
Sound guy	1800
Kelly/Ann Little (web site costs)	1060.72
Berkley Common- room rental, gift card, dessert (for Irish Fashion Show fund raiser)	390
Steve Zanetti:	
Joes Auto Parts-extension cords	279.82
Oakland Parks-Stage rental	400
City of Berkley	300
ASCAP	125
Jays Septic Tank	435
Hugh Irwin - Street magician	250

10327.63

Income 381.59

Estimated cost to execute the event: \$10400.63

June 5, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve a Downtown Development Authority (DDA) event, "Downtown Berkley Farmers Market" on Robina south of 12 Mile Road, on Thursdays from 9 a.m. to 3 p.m., starting June 1, 2023 through October 26, 2023. Approval is conditional upon the submission of required items and documents prior to the event date.

Ayes:

Nays:

Motion:



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

Event Name: DOWNTOWN BERKLEY FARMERS MARKET

Event Date(s) THURSDAYS, JUNE 1 - OCT. 26, 2023 **Location(s)** ROBINA, SOUTH OF 12 MILE ROAD **Event Hours** 9:00 AM - 3:00 PM

ORGANIZATION:

Organization Name: <u>BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY</u>			
Headquarters Street Address: <u>3338 COOLIDGE HIGHWAY</u>			
City: <u>BERKLEY</u>	State: <u>MI</u>	Zip Code: <u>48072</u>	Phone: <u>(248) 658-3353</u>
Website: <u>WWW.DOWNTOWNBERKLEY.COM</u>			

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

The following documents have been submitted:

- | | | |
|---|---|-----------------------------|
| Completed application | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Valid IRS tax exempt verification | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Financial report for the preceding fiscal year | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Proof of Commercial Liability Coverage | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Estimated cost to execute the solicitation / event | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Charitable Solicitation / Special Event Hold Harmless Agreement | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |

Application reviewed by: **Public Safety** [Signature] 5-11-23 **Public Works** [Signature]

Comments: Community be v. [Signature]

Presented to City Council:			
Date: _____	Approved: ____ YES ____ NO	Organization Notified ____ YES ____ NO	Date _____



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

Print Form

CITY OF BERKLEY, MICHIGAN

COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: DOWNTOWN BERKLEY FARMERS MARKET

Organization / Contact:

Name of Organization: BERKLEY DDA Contact's Name: MICHAEL MCGUINNESS
 Address: 3338 COOLIDGE HIGHWAY City: BERKLEY State/zip: MI 48072
 Telephone: (248) 658-3353

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

Event Location: <u>ROBINA, SOUTH OF 12 MILE ROAD</u> If the event involves city streets or sidewalks, include a map showing the location. A petition from affected businesses may be required.
Dates and Hours of Event: <u>THURSDAYS, JUNE 1 - OCT. 26, 2023; 9:00 AM - 3:00 PM</u>
How many employees or volunteers? <u>1 EMPLOYEE, 14 VOLUNTEERS</u>
How will site be secured during off-hours? <u>NO SETUP OR MATERIALS WILL REMAIN BEYOND THE EVENT'S SAME DAY</u>
What type of merchandise will be sold? <u>NONE DIRECTLY BY DDA - LOCAL VENDORS</u>
If you are selling food, include a copy of your receipt from Oakland County Health Department. <u>STATE LAW OR NONE DIRECTLY BY DDA - LOCAL VENDORS WITH OWN HEALTH DEPT. DESIGN.</u>
Will there be any electricity outside the building (e.g., extension cords, heaters, lights)? If yes, an electrical inspection by the City will be required after set up and before opening. <u>NO</u>
Include a Site Plan showing where merchandise will be sold, how pedestrian and vehicular traffic will circulate on the site.
What are your plans for set up and removal? <u>HANDLED BY DDA EMPLOYEE AND VOLUNTEERS, AS WELL AS LOCAL VENDORS, SAME DAY OF EVENT</u>
Tax Exempt Status (as defined by the US Internal Revenue Service): Non-Profit <input type="checkbox"/> 501.C3 <input type="checkbox"/> Other (specify) <input checked="" type="checkbox"/> <u>PUBLIC AUTHORITY, ALTHOUGH THERE IS ALSO A 501(C)3 NON-PROFIT</u>
Include the following documents: <input type="checkbox"/> Internal Revenue Service tax exempt documentation for the organization. <input type="checkbox"/> Organization's financial report for the preceding fiscal year. <input type="checkbox"/> Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal injury, Bodily injury, and Property Damage. <input type="checkbox"/> Liquor Liability, \$500,000 per occurrence and \$500,000 aggregate. (If applicable) <input checked="" type="checkbox"/> Special Event Hold Harmless Agreement signed by an authorized representative

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

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

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

Chris McQuinn
 Signature of Applicant

MAY 5, 2023
 Date

APPROVALS

DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	Yes	KA [Signature]	5-11-23
Comments:			
Public Safety	yes	M. [Signature]	5-11-23
Comments:			
Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:		[Signature]	5-11-23
Comments:			
Parks/Recreation		N/A	
Comments:			
City Clerk	Yes	[Signature]	5-11-23
Comments:			
City Manager	Yes	[Signature]	5/11/23
Comments:			

For City Use Only:

Date Application Received _____ Receipt Number _____

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

City Manager's Signature: See above Date: _____

<p>IF APPLICABLE:</p> <p>Motion Number:</p> <p>Conditions (if any):</p> <p>Is fee to be reimbursed?</p>
--



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

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

Organization Name BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY

Address 3338 COOLIDGE HIGHWAY

City BERKLEY State MI Zip 48072 Phone (248) 658-3353

Event Name DOWNTOWN BERKLEY FARMERS MARKET

Event Location(s) ROBINA, SOUTH OF 12 MILE Event Date(s) THURSDAYS,
JUNE 1 - OCT. 26,
2023

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

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

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

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

Authorized Representative MICHAEL MCGUINNESS
(Please print)

Title EXECUTIVE DIRECTOR

Signature *Michael McGuinness*

Date MAY 5, 2023

Downtown Berkeley



Farmers Market

A CULTIVATED COLLECTION OF FOOD, FOLIAGE AND FAMILY FUN!

**Thursdays
9am to 3pm**

12 Mile Rd, at S. Robina

JUNE 1ST THROUGH OCT 26TH

**DOZENS OF LOCAL
VENDORS**

**FUN DOWNTOWN
RETAILERS**

FAMILY FRIENDLY VIBE

INFO: (248) 658-3353



retro feel. metro appeal.

BERKLEYFARMERSMARKET.COM

**Berkley Downtown Development Authority
Downtown Berkley Farmers Market**

Thursdays

9:00 AM to 3:00 PM

Starting June 1, 2023

Through October 26, 2023

Location: Robina Avenue, south of 12 Mile Road

(pending municipal approval)

Objective: Continue our expanded Downtown Berkley promotional events calendar; Draw further interest and activity to the 12 Mile and Robina business cluster; Inject increased foot traffic for downtown businesses on an otherwise slower time of the weekday; Leverage the latest downtown murals planned at Robina; Stimulate additional exposure of the unique experiences and shopping opportunities offered in dynamic Downtown Berkley; Bring the Berkley community together for a positive and family-friendly experience in our downtown.

Estimated Budget: \$1,200

Costs to Cover:

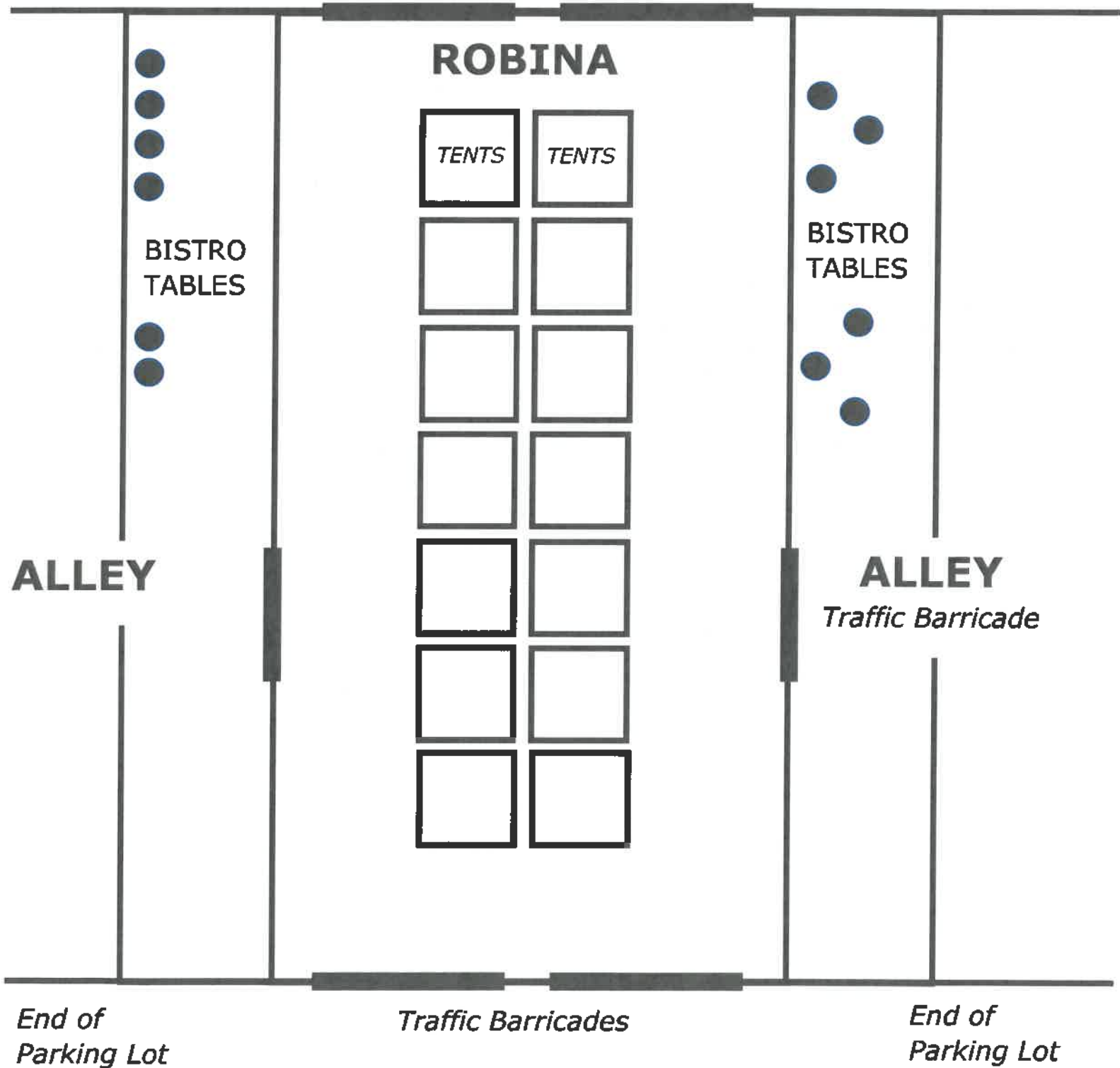
- Acquisition of the berkeleyfarmersmarket.com URL *(completed)*
- Paid Social Media Marketing and Promotional Efforts
- Printed Promotional Materials Advertising the New Farmers Market
- Reimbursement to City of Berkley for Logistical or Time Expenses of City Staff, When Applicable

Additional event needs will be handled in-kind by the existing supply of Berkley Downtown Development Authority event materials.

DOWNTOWN BERKLEY FARMERS MARKET PROPOSED LAYOUT CONFIGURATION

TWELVE MILE ROAD

Traffic Barricades



CITY OF BERKLEY MICHIGAN

TEMPORARY TRAFFIC CONTROL ORDER

(TCO NUMBER)

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

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

PROJECT NAME:	DOWNTOWN BERKLEY FARMERS MARKET
Location	ROBINA AVENUE, SOUTH OF 12 MILE ROAD
DATE/S/TIMES:	THURSDAYS, FROM 9:00 A.M. TO 3:00 P.M. STARTING THURSDAY, JUNE 1, 2023 RUNNING THROUGH THURSDAY, OCTOBER 26, 2023
RESPONSIBLE PARTY:	BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
Name:	MICHAEL MCGUINNESS
Street Address:	3338 COOLIDGE HIGHWAY
City/State/ZIP:	BERKLEY, MICHIGAN 48072
Contact Phone:	(248) 658-3353
Email address:	MMCGUINNESS@BERKLEYMICH.NET

For Official Use Only:

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

Approved by: <i>(Print name and title below)</i>	Signature:	Date:
Public Safety		5-11-23
Public Works		5-11-23
Building Official- Community Dev		5-11-23

****Original – Traffic Control File**

Return copy of completed form to City Clerk's Office



City of Berkley
Department of Public Safety
Matt Koehn, Director



CITY OF BERKLEY MICHIGAN

TEMPORARY TRAFFIC CONTROL ORDER

T-08-23

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

PURPOSE: Temporary traffic control for "Downtown Berkley Farmers Market" to ensure safety of attendees and pedestrians attending the event.

LOCATION: Robina Ave south of 12 Mile Road to the north side of the alley

DATES: Every Thursday from June 8th, 2023 to October 26, 2023 from 8 AM to 4 PM

ACTION: DPW to provide barricades on Robina at 12 Mile and Robina at the north side of the alley prohibiting vehicular traffic from entering the area.

A handwritten signature in blue ink, appearing to read "m. koehn".

Matt Koehn
City of Berkley
Public Safety Director
May 24, 2023

Distribution Copies

1. Public Safety Director
2. Public Works Director
3. Original – Traffic Control File

Fund 814 DDA

GL Number	Description	PERIOD ENDED 04/30/2022	PERIOD ENDED 04/30/2023
*** Assets ***			
814-000-001-000	CASH IN BANK	383,699.56	420,592.68
814-000-004-000	CASH - IMPREST PAYROLL	0.00	(6,630.04)
814-000-005-000	PETTY CASH	300.00	300.00
814-000-026-000	DELINQUENT PPT RECEIVABLE	2,488.62	2,912.26
Total Assets		386,488.18	417,174.90
*** Liabilities ***			
814-000-202-001	ACCOUNTS PAYABLE - MANUAL	0.00	8,244.53
814-000-232-000	EMPLOYEE PENSION DEDUCTIONS-DB	1,482.50	2,668.87
814-000-241-000	FICA TAXES	89.32	171.64
814-000-257-000	ACCRUED PAYROLL	1,167.61	2,266.47
814-000-259-000	ACCRUED HEALTH CARE	758.62	1,050.07
814-000-285-000	UNEARNED REVENUE	(1,586.87)	1,264.16
Total Liabilities		1,911.18	15,665.74
*** Fund Balance ***			
814-000-390-000	FUND BALANCE	386,500.75	314,861.00
Total Fund Balance		386,500.75	314,861.00
Beginning Fund Balance		386,500.75	314,861.13
Net of Revenues VS Expenditures		(1,923.75)	86,648.16
Fund Balance Adjustments		0.00	(0.13)
Ending Fund Balance		384,577.00	401,509.16
Total Liabilities And Fund Balance		386,488.18	417,174.90

REVENUE AND EXPENDITURE REPORT FOR CITY OF BERKLEY
 PERIOD ENDING 04/30/2023

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 04/30/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 04/30/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 814 - DDA						
Dept 001 - REVENUES						
814-001-401-000	PROPERTY TAXES	37,000.00	36,563.79	659.75	436.21	98.82
814-001-401-001	PROPERTY TAX CAPTURE - DDA	361,000.00	339,858.26	3,304.84	21,141.74	94.14
814-001-539-000	STATE GRANTS	10,000.00	0.00	0.00	10,000.00	0.00
814-001-573-000	LOCAL COMMUNITY STABILIZATION SHARE-PPT	14,000.00	0.00	0.00	14,000.00	0.00
814-001-664-000	INVESTMENT EARNINGS (LOSSES)	3,000.00	7,510.35	0.00	(4,510.35)	250.35
814-001-674-005	MERCHANDISE REVENUE	500.00	1,728.49	0.00	(1,228.49)	345.70
814-001-675-005	CORPORATE DONATIONS	5,000.00	500.00	0.00	4,500.00	10.00
814-001-675-814	EVENT SPONSORSHIPS	2,500.00	6,181.45	0.00	(3,681.45)	247.26
Net - Dept 001 - REVENUES		433,000.00	392,342.34	3,964.59	40,657.66	
Dept 175 - DDA ADMINISTRATION						
814-175-704-000	FULL TIME EMPLOYEES	77,250.00	65,278.75	5,942.30	11,971.25	84.50
814-175-715-000	FICA	5,909.00	4,943.87	450.04	965.13	83.67
814-175-725-000	WORKERS COMPENSATION	255.00	0.00	0.00	255.00	0.00
814-175-728-000	OFFICE SUPPLIES	500.00	0.00	0.00	500.00	0.00
814-175-817-008	BOARD TRAININGS	2,000.00	0.00	0.00	2,000.00	0.00
814-175-818-000	CONTRACTUAL	0.00	150.00	0.00	(150.00)	100.00
814-175-960-000	PROFESSIONAL DEVELOPMENT	3,000.00	1,402.14	515.39	1,597.86	46.74
Net - Dept 175 - DDA ADMINISTRATION		(88,914.00)	(71,774.76)	(6,907.73)	(17,139.24)	
Dept 265 - CITY HALL						
814-265-921-100	TRIBUNAL/BOARD OF REVIEW TAX EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
Net - Dept 265 - CITY HALL		(2,000.00)	0.00	0.00	(2,000.00)	
Dept 822 - DDA OPERATIONS						
814-822-727-100	INTERNAL SRVC - LABOR & ADMIN	20,000.00	10,000.00	0.00	10,000.00	50.00
814-822-730-000	POSTAGE-PRINTING-MAILING	300.00	520.00	0.00	(220.00)	173.33
814-822-803-000	MEMBERSHIPS AND DUES	1,100.00	725.00	0.00	375.00	65.91
814-822-807-000	AUDIT SERVICES	1,800.00	900.00	0.00	900.00	50.00
814-822-818-205	SECRETARIAL SERVICES	2,000.00	1,200.00	0.00	800.00	60.00
814-822-824-000	LEGAL SERVICES	2,500.00	0.00	0.00	2,500.00	0.00
814-822-853-000	TELEPHONE	600.00	323.06	0.00	276.94	53.84
814-822-965-000	DOWNTOWN BERKLEY PARTNERS NON PROFIT	100.00	0.00	0.00	100.00	0.00
814-822-866-000	SUBSCRIPTION SERVICES	300.00	0.00	0.00	300.00	0.00
814-822-904-000	PRINTING	300.00	0.00	0.00	300.00	0.00
Net - Dept 822 - DDA OPERATIONS		(29,000.00)	(13,668.06)	0.00	(15,331.94)	
Dept 824 - SPECIAL EVENTS						
814-824-817-004	DDA - EVENTS	24,000.00	39,893.27	823.66	(15,893.27)	166.22
814-824-817-015	HOLIDAY LIGHTS	40,000.00	37,615.15	0.00	2,384.85	94.04
814-824-901-000	ADVERTISING	0.00	136.25	0.00	(136.25)	100.00
Net - Dept 824 - SPECIAL EVENTS		(64,000.00)	(77,644.67)	(823.66)	13,644.67	
Dept 826 - MARKETING AND ADVERTISING						
814-826-814-000	WEBSITE	500.00	352.34	312.00	147.66	70.47
814-826-817-002	DOWNTOWN MERCHANDISE EXPENDITURES	3,000.00	205.02	0.00	2,794.98	6.83

REVENUE AND EXPENDITURE REPORT FOR CITY OF BERKLEY

PERIOD ENDING 04/30/2023

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% B DGT USED
		AMENDED BUDGET	04/30/2023 NORMAL (ABNORMAL)	MONTH 04/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 814 - DDA						
814-826-818-000	CONTRACTUAL SERVICES	7,200.00	13,484.91	0.00	(6,284.91)	187.29
814-826-901-000	ADVERTISING/MARKETING	37,800.00	23,280.07	10,132.08	14,519.93	61.59
814-826-901-001	MAP UPDATE & REPRINT	1,500.00	0.00	0.00	1,500.00	0.00
Net - Dept 826 - MARKETING AND ADVERTISING		(50,000.00)	(37,322.34)	(10,444.08)	(12,677.66)	
Dept 829 - STREETScape & DESIGN						
814-829-818-200	FLOWER BASKET PROGRAM	28,000.00	10,336.68	0.00	17,663.32	36.92
814-829-818-201	PUBLIC ART/PLACEMAKING	40,000.00	27,680.86	0.00	12,319.14	69.20
814-829-818-207	PEST CONTROL	500.00	320.00	0.00	180.00	64.00
814-829-974-001	FACADE GRANT INCENTIVE PROGRAM	15,000.00	5,000.00	0.00	10,000.00	33.33
Net - Dept 829 - STREETScape & DESIGN		(83,500.00)	(43,337.54)	0.00	(40,162.46)	
Dept 940 - PUBLIC IMPROVEMENT						
814-940-974-002	STREETScape IMPROVEMENTS	60,000.00	25,051.78	1,000.00	34,948.22	41.75
814-940-974-005	WAYFINDING	7,000.00	0.00	0.00	7,000.00	0.00
814-940-974-007	BERKLEY PLAZA PROJECT	5,500.00	14,915.00	0.00	(9,415.00)	271.18
Net - Dept 940 - PUBLIC IMPROVEMENT		(72,500.00)	(39,966.78)	(1,000.00)	(32,533.22)	
Dept 952 - ACTIVE EMPLOYEE BENEFITS						
814-952-716-000	DENTAL/VISION/LIFE-LTD/RHCS	3,000.00	2,686.07	237.70	313.93	89.54
814-952-716-500	HEALTH CARE COSTS - BC/BS	12,800.00	6,453.36	0.00	6,346.64	50.42
814-952-718-000	RETIREMENT-DB MERS	27,000.00	12,840.60	0.00	14,159.40	47.56
Net - Dept 952 - ACTIVE EMPLOYEE BENEFITS		(42,800.00)	(21,980.03)	(237.70)	(20,819.97)	
Fund 814 - ODA:						
TOTAL REVENUES		433,000.00	392,342.34	3,964.59	40,657.66	90.61
TOTAL EXPENDITURES		432,714.00	305,694.18	19,413.17	127,019.82	70.65
NET OF REVENUES & EXPENDITURES		286.00	86,648.16	(15,448.58)	(86,362.16)	30,296.5

June 5, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to consider a 180-day extension of Marihuana Business License #PMA20-0003 for Operation Grow, LLC/dba Butter, 2222 W. Eleven Mile Road.

Ayes:

Nays:

Motion:



CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: City Council

From: Kristen Kapelanski, Community Development Director

Subject: Extension of the Marihuana Business License for Operation Grow/butter

Date: May 30, 2023

The City Council approved the Marihuana Business License for Operation Grow/butter to be located at 2222 Eleven Mile Road on July 18, 2022. Per the 30-806(j) of the City Code, all marihuana business licenses are effective for one year and must be renewed annually. All site improvements associated with the original license must be completed within year of the license approval by the City Council.

Applicants can request and the City Council may grant a 180 extension of that one-year completion timeline. The following items are noted for consideration of the request:

- *The marihuana provisioning center facility application or adult use retail facility application with the State remains pending;*
- *That the application has diligently pursued approval of the State license and all other required permits, approvals and licenses without delay or inaction on the applicant's part; and*
- *Showing good cause for the extension of time.*

Operation Grow/butter has an approved site plan and building permits and a pre-construction meeting is in the process of being scheduled. State licenses are still pending.

butter

April 26, 2023

Kristen Kapelanski
Community Development Director
City of Berkley
3338 Coolidge Hwy
Berkley, MI 48072

Ms. Kapelanski,

Operation Grow LLC (butter) would like to formally request the 180-day extension for the site improvements at 2222 West Eleven Mile Road. Butter's license was granted on July 18, 2022, and construction is currently scheduled to be completed in mid-August 2023. Therefore, unless there are unforeseen circumstances, Butter will only need to use about 30 days of the allowed 180-day extension.

The following work has been completed or is currently underway on site as of the writing of this letter:

- Selective demolition of existing building
- New concrete footings
- Masonry
- Underground plumbing
- Underground rough electrical
- Erection of new steel framing
- Installation of new roof deck
- New concrete floor slab
- Installation of roof insulation and membrane

Please see the attached construction schedule that outlines how the work will be completed by mid-August. Construction up to this point has been on schedule and no significant delays have been encountered other than minor weather-related issues. While unforeseen delays are always possible, we do not anticipate running into any that would be significant enough to jeopardize our ability to complete the construction before January 18, 2024, which would be the new deadline if we are granted the 180-day extension.

Thank you for your consideration,

Danny Amori

Daniel Amori
Chief Operating Officer
Operation Grow, LLC dba butter

ID	% Comp	Task Name	Duration	Start	Finish
1	57%	butter Berkley Provisioning Center	216 days	Mon 10/17/22	Wed 8/16/23
2	10...	Design & Approvals	54 days	Mon 10/17/22	Thu 12/29/22
9	92%	Pre-Construction	115 days	Thu 12/15/22	Wed 5/24/23
10	95%	Submittals from contractors	3 wks	Thu 12/15/22	Wed 1/4/23
11	95%	Submittal review	3 wks	Thu 12/29/22	Wed 1/18/23
12	92%	Procurement	90 days	Thu 1/19/23	Wed 5/24/23
19	22%	Construction	162 days	Fri 12/30/22	Wed 8/16/23
20	10...	Demolition	38 days	Fri 12/30/22	Tue 2/21/23
31	0%	Sitework	63 days	Wed 5/3/23	Tue 8/1/23
32	0%	Remove exiting asphalt	5 days	Wed 5/3/23	Tue 5/9/23
33	0%	Cut grades	5 days	Wed 5/10/23	Tue 5/16/23
34	0%	Install storm utilities	6 days	Wed 5/17/23	Wed 5/24/23
35	0%	Install sanitary utilities	6 days	Thu 5/25/23	Fri 6/2/23
36	0%	Grade & prep for paving	6 days	Mon 6/5/23	Mon 6/12/23
37	0%	Install paving/ exterior concrete	10 days	Tue 6/13/23	Mon 6/26/23
38	0%	Install pavers	5 days	Tue 6/27/23	Mon 7/3/23
39	0%	Paint exterior	6 days	Wed 7/5/23	Wed 7/12/23
40	0%	Install site fences	5 days	Thu 7/13/23	Wed 7/19/23
41	0%	Install landscaping	4 days	Thu 7/20/23	Tue 7/25/23
42	0%	Install site accessories	5 days	Wed 7/26/23	Tue 8/1/23
43	0%	Install sign	2 days	Wed 7/26/23	Thu 7/27/23
44	10...	Foundations	11 days	Wed 2/22/23	Wed 3/8/23
50	45%	Slab on Grade	20 days	Fri 4/7/23	Thu 5/4/23
51	10...	Excavate for underground plumbing	1 day	Fri 4/7/23	Fri 4/7/23
52	10...	Install underground plumbing	2 days	Mon 4/10/23	Tue 4/11/23
53	10...	Obtain underground inspection	1 day	Wed 4/12/23	Wed 4/12/23
54	10...	Backfill plumbing	1 day	Thu 4/13/23	Thu 4/13/23
55	10...	Install underground electrical	3 days	Fri 4/14/23	Tue 4/18/23
56	10...	Obtain underground inspection	1 day	Wed 4/19/23	Wed 4/19/23
57	0%	Grade slab	2 days	Thu 4/20/23	Fri 4/21/23
58	0%	Visqueen & mesh	1 day	Mon 4/24/23	Mon 4/24/23
59	0%	Pour slab	1 day	Tue 4/25/23	Tue 4/25/23
60	0%	Cut & cure	7 days	Wed 4/26/23	Thu 5/4/23
61	10...	Structural Steel	14 days	Mon 3/20/23	Thu 4/6/23
68	13%	Roofing	40 days	Fri 4/7/23	Fri 6/2/23
69	10...	Install nailers	4 days	Fri 4/7/23	Wed 4/12/23
70	0%	Intsall TPO roofing	5 days	Thu 4/27/23	Wed 5/3/23
71	0%	Install skylights	3 days	Thu 5/4/23	Mon 5/8/23
72	0%	Install green roof	10 days	Tue 5/9/23	Mon 5/22/23

ID	% Comp	Task Name	Duration	Start	Finish
73	0%	Intsall copings	5 days	Tue 5/23/23	Tue 5/30/23
74	0%	Install RTU	3 days	Wed 5/31/23	Fri 6/2/23
75	17%	Rough Frame	59 days	Thu 3/9/23	Wed 5/31/23
76	10...	Lay CMUs on wall to elevation	5 days	Thu 3/9/23	Wed 3/15/23
77	10...	Prep & install new bearing plates	2 days	Thu 3/16/23	Fri 3/17/23
78	10...	Cut in and tooth new door openings	5 days	Mon 3/20/23	Fri 3/24/23
79	0%	Layout walls	1 day	Thu 4/27/23	Thu 4/27/23
80	0%	Frame new walls	10 days	Thu 4/27/23	Wed 5/10/23
81	0%	Rough in electrical	10 days	Wed 5/3/23	Tue 5/16/23
82	0%	Rough in plumbing	10 days	Wed 5/3/23	Tue 5/16/23
83	0%	Rough in HVAC	10 days	Wed 5/3/23	Tue 5/16/23
84	0%	Install backer	4 days	Wed 5/3/23	Mon 5/8/23
85	0%	Install door frames	5 days	Wed 5/3/23	Tue 5/9/23
86	0%	Obtain rough in inspections	2 days	Wed 5/17/23	Thu 5/18/23
87	0%	Insulate	3 days	Fri 5/19/23	Tue 5/23/23
88	0%	Hang drywall	5 days	Wed 5/24/23	Wed 5/31/23
89	0%	Finishes	53 days	Tue 5/30/23	Fri 8/11/23
90	0%	Finish drywall	15 days	Tue 5/30/23	Mon 6/19/23
91	0%	Paint deck	4 days	Tue 6/20/23	Fri 6/23/23
92	0%	Prime & paint first coat	6 days	Mon 6/26/23	Mon 7/3/23
93	0%	Paint door frames & doors	3 days	Wed 7/5/23	Fri 7/7/23
94	0%	Install lights	10 days	Mon 7/10/23	Fri 7/21/23
95	0%	Install grilles/ registers/ diffusers	5 days	Mon 7/10/23	Fri 7/14/23
96	0%	Complete HVAC	15 days	Mon 7/10/23	Fri 7/28/23
97	0%	Mechanical start ups	3 days	Mon 7/31/23	Wed 8/2/23
98	0%	Obtain temp CO for owner licencing	1 day	Thu 8/3/23	Thu 8/3/23
99	0%	Test & balance	5 days	Thu 8/3/23	Wed 8/9/23
100	0%	Install interior glazing	5 days	Wed 7/5/23	Tue 7/11/23
101	0%	Install casework	15 days	Wed 7/5/23	Tue 7/25/23
102	0%	Install doors & hardware	10 days	Wed 7/5/23	Tue 7/18/23
103	0%	Install plumbing fixtures	5 days	Wed 7/5/23	Tue 7/11/23
104	0%	Install electrical fixtures	5 days	Wed 7/5/23	Tue 7/11/23
105	0%	Floor finish	4 days	Wed 7/26/23	Mon 7/31/23
106	0%	Final paint	5 days	Tue 8/1/23	Mon 8/7/23
107	0%	Install accessories	4 days	Wed 7/12/23	Mon 7/17/23
108	0%	Install plates/ punch down	4 days	Tue 8/8/23	Fri 8/11/23
109	0%	Install cameras/ TVs	4 days	Tue 8/8/23	Fri 8/11/23
110	0%	CO	7 days	Tue 8/8/23	Wed 8/16/23
111	0%	Obtain final trade inspections	2 days	Mon 8/14/23	Tue 8/15/23

ID	% Comp	Task Name	Duration	Start	Finish
112	0%	Obtain final building inspection	1 day	Wed 8/16/23	Wed 8/16/23
113	0%	Punch out	5 days	Tue 8/8/23	Mon 8/14/23
114	0%	Final turn over	1 day	Tue 8/8/23	Tue 8/8/23

June 5, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to consider a 180-day extension of Marihuana Business License #PMA20-0010 for Attitude Wellness dba Lume, 1949 12 Mile Road.

Ayes:

Nays:

Motion:



CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: City Council

From: Kristen Kapelanski, Community Development Director

Subject: Extension of the Marihuana Business License for Attitude Wellness dba Lume

Date: May 30, 2023

The City Council approved the Marihuana Business License for Attitude Wellness dba Lume to be located at 1949 Twelve Mile Road on June 20, 2022. Per the 30-806(j) of the City Code, all marihuana business licenses are effective for one year and must be renewed annually. All site improvements associated with the original license must be completed within year of the license approval by the City Council.

Applicants can request and the City Council may grant a 180 extension of that one-year completion timeline. The following items are noted for consideration of the request:

- *The marihuana provisioning center facility application or adult use retail facility application with the State remains pending;*
- *That the application has diligently pursued approval of the State license and all other required permits, approvals and licenses without delay or inaction on the applicant's part; and*
- *Showing good cause for the extension of time.*

Lume's facility is currently under construction and they are working with the state to obtain final approvals.



May 4, 2023

Kristen Kapelanski,
Community Development Director
City of Berkley
3338 Coolidge Hwy.
Berkley, MI 48072

Re: Annual Renewal of Marihuana License
for Attitude Wellness LLC

Via email

Dear Kristen:

As you are aware, Attitude Wellness (dba "Lume") was approved for an adult-use marihuana license on June 20, 2022, located at 1949 W. 12 Mile Road. At this point, we would typically be working on renewal paperwork to submit to the city for review.

However, we have encountered some delays in work at our site and are requesting a 180-day extension. The weather this spring has hampered the outside work on our project. Attached is a letter from our JB Donaldson, our general contractor, detailing the circumstances, along with a site schedule showing outstanding items and anticipated dates of completion.

Could our request please be placed on the May 15th council meeting?

Please let us know if there are any questions or comments.

Regards,

John Abbo



John Abbo
General Counsel
Lume Cannabis Co.
Phone: (248) 877-2336



37610 Hills Tech Dr, • Farmington Hills, Michigan
48331 www.jbdonaldson.com

Kristen Kapelanski,
Community Development Director
City of Berkley
Re: 1949 W 12 Mile Rd- Marihuana Business License
Date: May 2, 2023

Mrs. Kapelanski,

Enclosed copy of the site construction schedule in follow-up to the April 25th pre-construction meeting and our internal resource meeting. We've been having an unusually wet spring and has delayed our manpower allocation to the project. The labor and supply chain pose significant challenges to construction timelines, we'd like your consideration for an extension.

Please feel free to contact me in case you have any comments, questions, Thanks.

Sahil Navlani
Project Manager
JB Donaldson

Lume- Berkley



Date: April 27, 2023

GANTT CHART LEGEND	
Aa	Critical Tasks
	Planned Task Work Days



6-Week Look-ahead Schedule

Project Schedule					Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 17																																												
Project Task	Sub-Contractor	Latest Start Date	Latest Finish Date	Comments	24-Apr	1-May	8-May	15-May	22-May	29-May	5-Jun	12-Jun	19-Jun	26-Jun	3-Jul																																												
					24	25	26	27	28	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	3	4	5	6	7
					M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F					
Pre-con Meeting		25-Apr-23	25-Apr-23																																																								
Material deliveries		3-Apr-23	10-Apr-23																																																								
Demo Pavement and sawcut lot		8-May-23	12-May-23																																																								
Install UG detention		15-May-23	31-May-23																																																								
Relocate WM & Fire Hydrant		15-May-23	19-May-23																																																								
Install Site concrete		25-May-23	9-Jun-23																																																								
Install Curbs		12-Jun-23	19-Jun-23																																																								
Install Paving		20-Jun-23	24-Jun-23																																																								
Install Pavers		26-Jun-23	30-Jun-23																																																								
Install Landscaping		3-Jul-23	7-Jul-23																																																								
Install Site furniture		5-Jul-23	7-Jul-23																																																								

A RESOLUTION

Of the Council of the City of Berkley, Michigan
Authorizing an Application for the Protecting MI Pension Grant Program

WHEREAS, pursuant to Section 979(a)(2) of Public Act 166 of 2022, the Protecting MI Pension: Michigan Local Pension Grant Program was created to help Michigan underfunded municipal pension systems provide enrolled local government employee retirement benefits; and

WHEREAS, under the Fiscal Year 2022-23 State budget, the Michigan Department of Treasury was appropriated \$750 million to establish and operate a local unit municipal pension principal payment grant program for qualified retirement systems with a funded ratio below 60%, as defined in the Protecting Local Government Retirement and Benefits Act, Public Act 202 of 2017; and

WHEREAS, the City Council of the City of Berkley (the “City Council”) is requesting to apply for the Protecting MI Pension: Michigan Local Pension Grant Program as the City’s defined benefit pension plan is below 60% funded; and

NOW THEREFORE, BE IT RESOLVED THAT:

The City Council of the City of Berkley, Michigan, authorizes and directs the City Manager (Chief Administrative Officer) to file a claim for the pension grant award and is authorized to sign any forms or documents required by the State of Michigan to apply for this grant.

Introduced and passed at regular City Council meeting on Monday, June 5, 2023.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

PSLZ PLLC
Certified Public Accountants

19500 Victor Parkway
Suite 460
Livonia, MI 48152

Jane F. Wang, C.P.A.
Rana M. Emmons, C.P.A.
Susan H. Bertram, C.P.A.
Deborah M. Gullledge-Johnson, C.P.A.

Telephone: (734) 453-8770
Fax: (734) 453-0312

Dennis M. Siegner, C.V.A.
Kaitlin J. McDuff, C.P.A.
Kevin F. Kurkie, C.P.A.
Chanelle M. Owens, C.P.A.

To: Honorable Mayor and City Council
City of Berkley

From: Rana Emmons, CPA

Date: May 26, 2023

Re: Michigan Local Pension Grant Program information

The City of Berkley is qualified to apply for the Protecting MI Pension Grant Program, and we estimate the City could receive up to approximately \$592,000 which would be deposited directly into the City's MERS Defined Benefit Pension Plan Trust Fund. This amount would bring the City's pension plan up to the 60% funded level as required by the State. The State appropriation may be reduced proportionately if the grant requests exceed the \$750 million that has been allocated to this grant program. The filing deadline for this grant is June 15, 2023 and qualified units will be notified by July 17, 2023. The pension grant funds will be disbursed by the State by August 30, 2023.

The grant requirements include a City Council adopted Resolution authorizing the City Manager to apply for this grant on behalf of the City. By applying for this grant, the City is agreeing to comply with the following requirements for the next 5 years:

- The City must make its actuarially determined contributions in full (the pension grant award does not count toward those contributions).
- The City shall not provide contractual benefit enhancements unless the contractual benefit enhancement is 100% prefunded.
- The City will comply with the State's Uniform Actuarial Assumptions.
- The City shall be subject to corrective action plan monitoring by the municipal stability board for 5 years following receipt of any grant award.

None of these requirements should be onerous to the City as you are currently complying with most of these items, and really the only new thing that would be required is the annual corrective action plan (CAP) that will need to be filed annually with the State for the next 5 years. The CAP can be filed annually at the same time as the audit and the City's Retirement Form 5572 are filed.

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