

CITY OF BERKLEY PUBLIC NOTICE
REGULAR CITY COUNCIL MEETING
Monday, July 17, 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, June 19, 2023.
2. **WARRANT:** Matter of approving [Warrant No. 1388](#).
3. **MOTION NO. M-48-23:** Matter of authorizing the Mayor to execute [an agreement](#) with Oakland County to provide Animal Care services for the City of Berkley, effective October 1, 2023 through September 30, 2025.
4. **MOTION NO. M-49-23:** Matter of [approving Berkley's official vote](#) for a slate of candidates to serve as Trustees on the Board of Trustees for the MML Workers' Compensation Fund and directing the City Clerk to send in the marked ballot.

Regular Agenda

1. **RECOGNITIONS/PRESENTATIONS:** Matter of any recognitions or presentations from the Consent Agenda.
2. **MOTION NO. M-50-23:** Matter of [approving the purchase](#) of two 2024 Ford Police Interceptor Utility AWD marked police vehicles for \$100,070 (\$50,035 each) for the Department of Public Safety from Lunghamer Ford, 1960 East Main Street, Owosso, MI 48867 from the Vehicles Account 101-345-985-000.
3. **MOTION NO. M-51-23:** Matter of approving the Mayor and City Manager to enter into an [Intergovernmental Agreement](#) for a Public Safety-School Resource Officer Program between the City of Berkley and the Berkley School District.
4. **RESOLUTION NO. R-17-23:** Matter of [considering a Resolution](#) of the City Council of the City of Berkley, Michigan supporting a statewide prohibition on the sale of dogs and cats in pet stores.
5. **ORDINANCE NO. O-09-23:** Matter of [approving the First Reading](#) of an Ordinance of the City Council of the City of Berkley, Michigan to Add Article V, Retail Pet Store Sales, in Chapter 2, Animals, of the Berkley City Code to Prohibit Retail Pet Stores in the City from Selling Dogs, Cats, or Rabbits.
6. **MOTION NO. M-52-23:** Matter of [approving the continuing partnership](#) with DG Energy Company LLC, 42690 Woodward Ave Suite 360, Bloomfield Hills, MI 48304 to provide and install one (1) EV charger at Oxford Park, at a cost not to exceed \$33,335.00. Funds for this expenditure will come from account 101-265-971-150.

COMMUNICATIONS

ADJOURN

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

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

**THE REGULAR MEETING OF THE THIRTY-NINTH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
WAS CALLED TO ORDER AT 7:00 PM ON MONDAY, JUNE 19, 2023 BY MAYOR DEAN**

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

OTHER STAFF PRESENT:

Parks and Recreation Director Theresa McArleton
Department of Public Works Director Shawn Young
Deputy City Clerk Rachel Patterson
City Manager Matt Baumgarten
City Attorney Daniel Christ
Community Development Director Kristen Kapelanski

APPROVAL OF AGENDA

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

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

Deputy Clerk Patterson read the following Email into the record:

Lauren Dolega, Franklin, emailed to urge Council to quickly decide on the ban on retail sales of dogs and cats. She said it has been three months without an ordinance. She would like the passage of a full ban on retail sales of cats and dogs.

CONSENT AGENDA:

Councilmember Baker moved to approve the following Consent Agenda:

Seconded by Councilmember Patterson:

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 39th Regular City Council meeting on Monday, June 5, 2023.

WARRANT: Matter of approving Warrant No. 1387.

MOTION NO. M-42-23: Matter of appointing Public Works Director Shawn Young as the City of Berkley's representative and Assistant Director of Public Works Robert Chalmers as the alternate representative to the Southeastern Oakland County Resource Recovery Authority (SOCRRA) Board

of Trustees for the fiscal year ending on June 30, 2024; and instruct the City Clerk to send a copy of this motion to the SOCRRA Board.

MOTION NO. M-43-23: Matter of appointing Public Works Director Shawn Young as the City of Berkley's representative and Assistant Director of Public Works Robert Chalmers as the alternate representative to the Southeastern Oakland County Water Authority (SOCWA) Board of Trustees for the fiscal year ending on June 30, 2024; and instruct the City Clerk to send a copy of this motion to the SOCWA Board.

PROCLAMATION NO. P-22-23: Matter of proclaiming July 2023 as Parks and Recreation 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.

MOTION NO. M-44-23: Matter of approving the purchase of official Woodward Dream Cruise merchandise to be sold at various locations during the month of August at a cost not to exceed \$28,000. Funds for this expenditure will come from account 614-915-818-000.

Mayor Pro Tem Gavin moved to approve Motion No. M-44-23

Seconded by Councilmember Baker

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

Nays: None

Motion Approved.

MOTION NO. M-45-23: Matter of approving the appointments to various boards and commissions.

Councilmember Dooley moved to approve Motion No. M-45-23

Seconded by Councilmember Hennen.

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

Nays: None

Motion Approved.

MOTION NO. M-46-23: Matter of approving updates to the City of Berkley's Fee Schedule effective July 1, 2023.

Councilmember Hennen moved to approve Motion No. M-46-23

Seconded by Councilmember Patterson

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

Nays: Hennen

Motion Approved.

RESOLUTION NO. R-16-23: Matter of considering a resolution approving a cooperation agreement with Oakland County to continue participation in the Community Development Block Grant (CDBG) program for program years 2024 to 2026.

Councilmember Baker moved to approve Resolution No. R-16-23

Seconded by Councilmember Hennen.

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

Nays: None

Resolution Approved.

MOTION NO. M-47-23: Matter of authorizing the amendment of the 2022-2023 Budget as presented.

Councilmember Patterson moved to approve Motion No. M-47-23

Seconded by Mayor Pro Tem Gavin.
Ayes: Dooley, Gavin, Hennen, Patterson, Vilani, Baker and Dean
Nays: None
Motion Approved.

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

Councilmember Baker motioned to move into Closed Session
Seconded by Councilmember Vilani.

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

COMMUNICATIONS

COUNCILMEMBER HENNEN

- Tree Board is off for the summer, next meeting will be in September
- Zoning Board of Appeals heard four cases: two involved second floor additions, which were allowed; an interpretation which allowed aesthetic & spa services in our office district; a request from Lume Marihuana for a sign larger than the ordinance allows, which was denied.
- Next meeting of the ZBA will be on Monday July 10th

COUNCILMEMBER BAKER

- Wished everyone a safe, fun Father's Day weekend.
- Downtown Development Authority met on June 14th:
- Berkley Pride Block Party is coming up on Sunday, June 25th from 12-4 pm at Robina & 12 Mile.
- Draft parking study recommendations are expected at end of June.
- The Art Space Plaza, south of Catalpa on Coolidge by Berkley High School will have a grand opening during Street Art Fest on July 15th.
- Berkley Outdoor Social Scene (BOSS) has been approved by the state, work is continuing to gain each participating business's state approval. Anticipate it to be ready by CruiseFest in August. Complete Streets implementation bid was higher than anticipated, reworking it a bit and casting the net wider in an effort to get it worked on during this construction season.
- Downtown Farmers Market is every Thursday from 9 am – 3 pm, from June 1st to October 26th. Visit downtownberkley.com for more information.
- Berkley Historical Committee met on Tuesday, June 13th. The new edition of the newsletter is available at the Museum, Library and City Hall. Main headline: Pizza! On display in the museum through September is a photo display of Berkley history told through maps which shows the development of the community and growth of our city going back to the 1800s. The Berkley Historical Museum is open on Wednesdays from 10am – 1pm and Sundays 2-4 pm. For more information visit berkleyhistory.com.
- Today is Juneteenth. President Joe Biden said, "Juneteenth marks the long hard night of slavery and subjugation and a promise of a brighter morning to come. It is a day of profound weight and power that reminds us of our extraordinary capacity to heal hope and emerge from our most painful moments into a better vision of ourselves." As a country and as a city we've come a long way, there's still quite a road ahead. Please take a moment to learn more about our newest Federal holiday.
- You can show you care by hugging someone you love.

MAYOR PRO TEM GAVIN

- Environmental Advisory Committee's next meeting will be tomorrow at 6:30 pm in the Public Safety building. There will be no July meeting, the next meeting will be on August 15th.

- Parks & Recreation is hosting Senior Bingo on July 6th. You can register by calling Parks and Recreation or online.
- The first Berkley Beats concert of the summer season will be on June 28th at Oxford Park at 7 pm.
- Community Garage Sale ends this weekend on the 23rd. Addresses and a map are available online and at city buildings.
- The new Jaycee Park playground is nearing completion, stay tuned for more information on its opening date.
- The next meeting of the Parks and Recreation Advisory Board is on August 10th at 7 pm.

COUNCILMEMBER VILANI

- Technology Advisory Committee/ Citizen's Engagement Advisory Committee has not met and has no updates.
- Berkley Area Chamber of Commerce is hosting the Street Art Fest on July 15th from 11am-5 pm. Now accepting registrations for artists and sponsorships, visit berkleystreetartfest.com for more information. If you're interested in T-shirt sponsorships for CruiseFest the due date is July 14th; reach out to Darlene at the Berkley Chamber for more information.

COUNCILMEMBER DOOLEY

- Library Board meets June 21st at 7 pm in the big library room. Register youths or teens for summer reading program by visiting the library at regular business hours to sign up.
- The Library will be closed on Saturdays through Labor Day; beginning in July they will close at 6pm rather than 8pm on Thursdays.
- Gave a shout out to Library Director Matt Church, who put together a well-attended ice cream social together.

COUNCILMEMBER PATTERSON

- Planning Commission did not meet. Next meeting will be on July 25th at 7 pm in Council Chambers.

CITY MANAGER MATT BAUMGARTEN

- Noted that residents looking for follow-up at the last meeting had their questions answered. The City makes every effort to provide answers to residents who sign up with questions.
- Looks forward to locating Communications Director up to the task of breaking through the noise and delivering solid information to our residents.

CITY ATTORNEY DAN CHRIST

- Oral arguments were recently heard by the Michigan Court of Appeals, the city now awaits their decision.

MAYOR DEAN

- Gave a shout out to everyone who worked on Art Bash: all the volunteers, the Chamber of Commerce, April McCrumb, Maureen Monty and everyone else who contributed their hard work to another successful event. The event gets bigger every year and better; it's an enjoyable event for residents and the larger community.
- Congratulated the graduates of the Class of 2023, especially Cameron Knight who received the Berkley scholarship for public service.
- Wished the best to recent City retirees Karen Endres and Kenny Ozanich. Thanked them for their years of service and dedication to the City.
- Took a moment to acknowledge the importance of Juneteenth in our collective history. It provides an important opportunity to celebrate freedom, resilience and unity and remember how far we have come and recognize how far we still have to go. This is a time to acknowledge the cruelty of slavery and oppression as well as honor the individuals who endured and those who persevered to see its end.

ADJOURNMENT:

Councilmember Hennen moved to adjourn the Regular Meeting at 7:53 pm
Seconded by Councilmember Vilani.

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

Nays: None

Motion Approved.

Bridget Dean, Mayor

ATTEST:

Rachel Patterson, Deputy City Clerk



CITY OF BERKELEY
CHECK WARRANT
#1388
JUNE 2023

06/01/2023	72393	SOCRRRA	TRASH RECYCLE PICK UP / MAY 2023 MONTH E	53,058.00
06/08/2023	72394	MISDU	CHILD SUPPORT CASE NO. 912317604 - PR #1	591.95
			CHILD SUPPORT CASE NO. 913340822 - PR #1	82.99
			CHILD SUPPORT CASE NO. 913866954 - PR #1	565.75
				1,240.69
06/08/2023	72395	MISSION SQUARE RETIREMENT-107930	EE/ER CONTRIB. (401) - PR #12	425.77
			EE/ER CONTRIB. (401) - PR #12	236.54
				662.31
06/08/2023	72396	MISSION SQUARE RETIREMENT-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #12	2,858.02
			EMPLOYEE DEDUCT. - LOAN - PR #12	79.90
				2,937.92
06/08/2023	72397	MISSION SQUARE RETIREMENT-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #12	110.00
06/08/2023	72398	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #12	4,962.03
			EMPL. DEDUCT. (ROTH) - PR #12	1,481.89
				6,443.92
06/15/2023	72399	A & B ALARM SYSTEMS, INC.	DPW ALARM MONITORING	279.00
06/15/2023	72400	AIELLI CONSTRUCTION COMPANY, INC.	KENMORE/CORNWALL WM PROJECT	186,184.46
06/15/2023	72401	AIRGAS USA, LLC	CYLINDER RENTAL MAY 2023	44.39
06/15/2023	72402	ALLIANCE MOBILE HEALTH	BLOOD DRAWS FROM 23-4458	148.00
			BLOOD DRAWS FROM 23-4507	148.00
			BLOOD DRAWS FROM 23-4837	148.00
			BLOOD DRAWS FROM 23-5024	148.00
			BLOOD DRAWS FROM 23-5058	148.00
			BLOOD DRAWS FROM 23-5084	148.00
				888.00
06/15/2023	72403	ALLIED CONSTRUCTION & RESTORATION	BD BOND REFUND - 2156 COLUMBIA RD	100.00
06/15/2023	72404	AMAZON CAPITAL SERVICES	BLUE PRINT HOLDERS	59.10
			EPOXY - GARAGE	10.33
			WATER - FLASHLIGHT	47.98
			MED SUPPLIES	1,059.83
			CAR WASH SUPPLIES	107.03
			2 FIRE GEAR BAGS	199.98
			OFFICE SUPPLIES - WHITE BOARD	75.83
			DPW PARTS - HANDLE/TOOLS	53.15
			CONFERENCE ROOM MODULES	98.73
			USB HUB	28.89
			CONFERENCE ROOM MODULE	7.98
			HDMI CABLES	25.38
			VIDEO ADAPTER	23.45
			GAFFER TAPE	79.96
			BLUETOOTHER KEYBOARD	29.69
			HDMI CABLE	25.60
				1,932.91
06/15/2023	72405	APPLIED INNOVATION	DPW COPIER	0.03
			LIB COPIER	14.30
				14.33
06/15/2023	72406	ARMSTRONG PLUMBING, SEWER AND DRAIN	BD BOND REFUND - 1812 STANFORD RD	500.00
06/15/2023	72407	ARTHUR LITTSEY	BERKLEY BEATS 06/05/2023	750.00
06/15/2023	72408	ASHTON FORBES	PERMIT REFUND / 3260 COOLIDGE HWY. BERKL	500.00
06/15/2023	72409	AT&T	ACCT NUMBER 248-546-2400-021 8	791.05
			FIBER INTERNET - ACCT. NO. 311160118	164.41

955.46

06/15/2023	72410	AT-LESS DRAIN CLEANING	BD BOND REFUND - 1721 COLUMBIA RD	5,000.00
06/15/2023	72411	BASIC	ADMINISTRATION FEE FOR JUNE 2023	55.00
06/15/2023	72412	BELL EQUIPMENT COMPANY	#22 SWEEPER - SHOES & CONVEYOR CHAIN	572.97
06/15/2023	72413	BENJAMIN & KELLY SMITH	BD BOND REFUND - 1919 PRINCETON RD	100.00
06/15/2023	72414	BERKLEY/HUNT.WDS YOUTH ASSIST	BHW YOUTH ASSISTANCE 2022-2023	5,000.00
06/15/2023	72415	BLUE CROSS BLUE SHIELD OF MICHIGAN	MONTHLY CAP ADVANCE DEPOSIT 05/01/2023-0	80,448.04
06/15/2023	72416	BOOKPAGE	SUBSCRIPTION	720.00
06/15/2023	72417	BROWNELLS, INC.	RANGE SUPPLIES	181.24
06/15/2023	72418	C & G NEWSPAPERS	ADVERTISING	874.00
06/15/2023	72419	CAMELOT CLEANERS	PRIS. BLANKETS - APRIL	104.20
06/15/2023	72420	CARDCONNECT	CONTRACTUAL SERVICES	25.00
06/15/2023	72421	CARLISLE / WORTMAN	MAY REVIEW	1,140.00

06/15/2023	72422	CINTAS	BLACK MATS	142.99
			BROWN MATS	203.33
			DPW RUGS/MATS	282.55

628.87

06/15/2023	72423	CMV LANDSCAPE & EQUIPMENT COMPANY	2237 FRANKLIN - LEAD SERVICE / CONCRETE	225.00
			2400 ROBINA - WATER SERVICE / CONCRETE R	675.00
			3937 GRIFFITH - LEAD SERVICE / CONCRETE	643.75
			2194 WILTSHIRE - LEAD SERVICE / CONCRETE	360.00
			3618 PHILLIPS - LEAD SERVICE / CONCRETE	4,428.75
			3983 GRIFFITH - LEAD SERVICE / LAWN REST	157.50
			3984 GRIFFITH - LEAD SERVICE / LAWN REST	233.75
			3307 GRIFFITH - LEAD SERVICE / CONCRETE	225.00
			3742 TWELVE MILE - WATER SERVICE / CONCR	8,610.00
			2270 DOROTHEA - LEAD SERVICE / CONCRETE	1,381.25
			2120 FRANKLIN - LEAD SERVICE / CONCRETE	5,500.00
			2172 GREENFIELD - LEAD SERVICE / LAWN RE	80.00
			2755 PHILLIPS - LEAD SERVICE / LAWN REST	112.50
			3690 PHILLIPS - LEAD SERVICE / LAWN REST	112.50
			3626 THOMAS - LEAD SERVICE / LAWN RESTOR	61.25
			3764 BUCKINGHAM - LEAD SERVICE / LAWN RE	146.25
			3036 ROBINA - LEAD SERVICE / LAWN RESTOR	78.75
			3141 ROBINA - LEAD SERVICE / LAWN RESTOR	61.25
			3713 ROBINA - LEAD SERVICE / LAWN RESTOR	495.00
			2446 CAMBRIDGE - LEAD SERVICE / LAWN RES	61.25
			2417 MORTENSON - LEAD SERVICE / LAWN RES	181.25
			1811 WILTSHIRE - LEAD SERVICE / LAWN RES	101.25
			2309 WILTSHIRE - LEAD SERVICE / LAWN RES	250.00
			2452 WILTSHIRE - LEAD SERVICE / LAWN RES	247.50
			2251 EDGEWOOD - LEAD SERVICE / LAWN REST	68.75
			2007 EARLMONT - LEAD SERVICE / LAWN REST	240.00
			900 HARVARD - LEAD SERVICE / LAWN RESTOR	60.00
			712 11 MILE RD - LEAD SERVICE / LAWN RES	80.00
			650 11 MILE RD - LEAD SERVICE / LAWN RES	20.00
			4295 BUCKINGHAM - WATER SERVICE / CONCRE	397.50
			12/MILE-PHILLIPS CONCRETE REPAIR	54,960.00
			3804 ROBINA - LEAD SERVICE/LAWN REPAIR	795.00
			1685 BEVERLY - WATER SERVICE/LAWN REPAIR	637.50
			2309 WILTSHIRE - LEAD SERVICE/LAWN REPAI	250.00
			2329 WILTSHIRE - LEAD SERVICE/LAWN REPAI	258.75
			2233 WILTSHIRE - LEAD SERVICE/LAWN REPAI	203.75
			2112 WILTSHIRE - LEAD SERVICE/LAWN REPAI	935.00
			1359 EATON - LEAD SERVICE/LAWN REPAIR	70.00

83,405.00

06/15/2023	72424	VOID		
06/15/2023	72425	CONTRACTORS CLOTHING CO.	UNIFORMS - C. ACKERSON - NEW EMPLOYEE	300.00
06/15/2023	72426	CONTRACTORS CONNECTION	MARKING PAINT / PARK SPOTS FOR DREAM CRU	654.00
06/15/2023	72427	CREGGER PLUMBING	BD BOND REFUND - 1242 CATALPA DR	500.00

06/15/2023	72428	DEALER AUTO PARTS SALES	DPW/PS AIR FILTERS	103.56
			PS FILTERS	24.20
			DPW FILTERS	140.56
			DPW AIR FILTERS	105.42
			PS AIR FILTERS	52.71
			PS SENSOR	36.30
			DPW #3 TIE RODS	155.10
			PS PARTS	105.42
			DPW TIRE SENSORS	202.36
			DPW BRAKE PADS - ROTORS	440.35
			DPW BRAKE ROTORS	343.20

1,709.18

06/15/2023	72429	DELANG FLUID POWER, INC.	DPW GARAGE	246.10
------------	-------	--------------------------	------------	--------

06/15/2023	72430	DURST LUMBER CO	WATER SPADE	29.99
			GARAGE	11.79
			#55 PARTS	22.98
			EQUIPMENT SUPPLIES	27.16
			EQUIPMENT SUPPLIES	88.23
			3 THREAD LOCKER	25.77
			PAINT FOR DISPATCH	27.76
			ANT KILLER	14.58
			DPW - BOLTS	17.76
				<u>266.02</u>
06/15/2023	72431	ERC-LED, LLC	CITY HALL/ COMMUNITY CENTER/FIELD LIGHTS	4,002.33
06/15/2023	72432	EVA MITCHELL	PRECINCT WORKER (6/1 & 06/08)	60.00
06/15/2023	72433	EVERDRY WATERPROOFING	BD BOND REFUND - 3859 PRAIRIE	30.00
06/15/2023	72434	FERGUSON WATERWORKS #3386	WATER QUICK NUT	2,296.99
			WATER BATTERIES FOR METER READ	181.98
			DPW - WATER	1,808.87
				<u>4,287.84</u>
06/15/2023	72435	FISHMAN STEWART PLLC	CITY ATTORNEY; GENERAL MATTERS	166.05
			CITY ATTORNEY; COPYRIGHT INFRINGEMENT	2,143.28
				<u>2,309.33</u>
06/15/2023	72436	FRANKS LANDSCAPING & SUPPLIES LLC.	FLOWER BASKET PROGRAM	16,368.34
06/15/2023	72437	GDI SERVICES INC.	PUBLIC SAFETY MAY 2023 CUSTODIAL SERVICE	1,703.19
			DPW SAFETY MAY 2023 CUSTODIAL SERVICES	522.70
			LIBRARY MAY 2023 CUSTODIAL SERVICES	1,957.17
			P&R MAY 2023 CUSTODIAL SERVICES	249.12
			P&R CC MAY 2023 CUSTODIAL SERVICES	1,003.68
			MONTHLY JANITORIAL CITY HALL	1,666.45
				<u>7,102.31</u>
06/15/2023	72438	GREAT LAKES PEST CONTROL CO	PEST CONTROL - CITY HALL	40.00
06/15/2023	72439	HADLEY CONSTRUCTION	BD BOND REFUND - 3540 PRAIRIE AVE	75.00
06/15/2023	72440	HAFELI, STARAN, & CHRIST, P.C.	LEGAL FEES - MAY 2023	6,546.25
06/15/2023	72441	HERITAGE CHRISTIAN SCHOOL	CAMP CONTRACTUAL	375.00
06/15/2023	72442	HOLMAN MANAGEMENT INC.	CONCRETE PAD - PLACEMAKING (CHAZZANO)	1,100.00
06/15/2023	72443	HOME DEPOT CREDIT SERVICES	GARAGE OFFICE AIR CONDITIONER	498.98
			DOOR STOP	81.36
				<u>580.34</u>
06/15/2023	72444	HYDROCORP	MAY 2023 CROSS CONNECTION SERVICES	1,658.00
06/15/2023	72445	ICCA	QUARTER ENDING 03/31/0222	4,990.39
06/15/2023	72446	INLINER SOLUTIONS, LLC	SEWER LINING ANNUAL CONTRACT	39,405.00
06/15/2023	72447	INTEGRATED SUPPLY NETWORK	DPW GARAGE SCANNERS	1,298.91
			DPW GARAGE TOOLS	150.07
			DPW GARAGE TOOLS	212.66
				<u>1,661.64</u>
06/15/2023	72448	INTERSTATE BILLING SERVICE	DPW #18 AXLE SEALS	591.79
06/15/2023	72449	ITALY AMERICAN CONSTRUCTION	BD BOND REFUND - 2567 THOMAS AVE	1,000.00
06/15/2023	72450	J.H. HART URBAN FORESTRY	TREE TRIM 05/22/23-05/26/23	9,540.50
			TREE TRIM 05/29/2023-06/03/2023	19,537.88
				<u>29,078.38</u>
06/15/2023	72451	J.T. MAURER BUILDING COMPANY	BD BOND REFUND - 3278 ROBINA AVE	75.00
06/15/2023	72452	JACK DEMMER FORD, INC.	PS FILTERS - CM820034 \$49.99 APPLIED	94.11
06/15/2023	72453	JACK DOHENY COMPANIES, INC.	DPW #38 VACTOR PARTS	298.12
06/15/2023	72454	JADE STRATEGIES, INC.	MANAGEMENT CONSULTING/COACHING	3,200.00
06/15/2023	72455	KANOPIY, INC.	DIGITAL CONTENT USAGE	155.55
06/15/2023	72456	KEVIN LAURENCE HESSEN	BD BOND REFUND - 2060 SUNNYKNOLL	65.00
06/15/2023	72457	KONICA MINOLTA BUSINESS SOLUTIONS	DPW COPIER - MAY 2023	88.69
			P&R EQUIPMENT RENTAL	80.04
			LIB COPIER CHARGE	13.76
			PDF OPTION	9.10
				<u>191.59</u>

06/15/2023	72458	KRULL CONSTRUCTION CO., INC.	BD BOND REFUND - 27897 WOODWARD AVE	100.00
06/15/2023	72459	LARRY'S WELDING SUPPLY	MAY 2023 CYLINDER RENTAL	62.65
06/15/2023	72460	LK PIELACK CONSULTING, LLC	PRESENTATION UNDERGROUND RAILROAD	150.00
06/15/2023	72461	LULA GILLINGS	SENIOR DAY AT THE ZOO - PARTIAL REFUND	5.00
06/15/2023	72462	MALONEY TRUCKING	SPOILS/HAUL OUT	1,090.00
			SPOILS/HAUL OUT/LEAD SERVICE SPOILS	545.00
				1,635.00
06/15/2023	72463	METRO PUMP SERVICE	FUEL ISLAND MAINTENANCE - MAY	440.50
06/15/2023	72464	MHG JEWELRY STUDIO	MURAL PROGRAM COMPLETION	1,800.00
06/15/2023	72465	MICH. RECREATION & PARK ASSOC.	PROFESSIONAL DEVELOPMENT	630.00
06/15/2023	72466	MICHIGAN GRAPHICS & AWARDS	NAME PLATE	20.00
06/15/2023	72467	MICHIGAN PETROLEUM	HYDRAULIC OIL (MECHANICS) CREDIT C23534	1,160.55
			HYDRAULIC OIL (MECHANICS)	1,200.54
			DPW GREASE (MECHANICS)	205.45
			DPW DRUM GARAGE PARTS	1,963.67
				4,530.21
06/15/2023	72468	MICHIGAN RURAL WATER ASSOCIATION	MRWA MEMBERSHIP JULY 2023-JUNE 2024	960.00
06/15/2023	72469	MIDWEST TAPE	MAY HOOPLA DIGITAL CONTENT	475.88
06/15/2023	72470	MINUTEMAN PRESS	YARD WASTE TAGS 2023-24 FY (25,000 TAGS)	2,793.00
06/15/2023	72471	NCJW - COUNCIL RESALE	COUNCIL RESALE - FACADE GRANT MATCH	1,307.19
06/15/2023	72472	NELSON BROTHERS SEWER & PLUMBING	PLUMBING WORK	232.00
			BACKFLOW TESTS	355.00
			BACKFLOW TESTS 2	260.00
			BACK FLOW / 3238 BACON	450.00
			BACK FLOW TESTING / 3238 BACON / CROSS C	355.00
				1,652.00
06/15/2023	72473	NYE UNIFORM	PAPKE - JOB SHIRT	92.50
			DULONG UNIFORMS	2,207.50
			TYLER PANTS (QTY 2)	219.00
			ARNEY UNIFORMS	449.00
			MUELLER SHIRTS (3) PANTS (2)	383.00
			KNIGHT SHIRTS (1)	50.95
			SWAT PINS (4)	54.00
			REID SHIRTS (1)	53.50
			KNIGHT SHIRT (1)	56.45
			STOCK - SQT COLLAR BRASS, MACE CASE	44.00
			KOEHN SHIRT (1)	82.50
			3 TIE BARS & WHISTLES	98.70
			GOTHARD - 2 POLOS	97.00
			BORING - 2 PANTS	199.00
			MOSCHELLI - 2 SHIRTS	150.30
				4,237.40
06/15/2023	72474	O'REILLY AUTOMOTIVE, INC.	MAY 2023 STATEMENT	374.87
06/15/2023	72475	OAKLAND COUNTY TREASURER	LEADS ONLINE 07/23-09/23	606.40
06/15/2023	72476	OAKLAND COUNTY TREASURER	SEWAGE TREATMENT MAY 2023	248,648.50
06/15/2023	72477	OFFICE FURNITURE WAREHOUSE LLC	DB - DESK	2,120.00
06/15/2023	72478	OSTLUND PLUMBING, HEATING & COOLING	1949 TWELVE MILE RD - PERMIT REFUND	108.00
06/15/2023	72479	OVERDRIVE, INC.	DIGITAL CONTENT	977.24
06/15/2023	72480	P. A. MORRIS COMPANY	MAY 2023 SERVICES	150.00
06/15/2023	72481	PITNEY BOWES GLOBAL FINANCIAL SERV.	DPW FOLDER	924.72
			MAILING MACHINE	799.14
				1,723.86
06/15/2023	72482	PITNEY BOWES INC.	APRIL 2023 WATER POSTAGE FEE & PSX SORT	101.76
06/15/2023	72483	PLANTE & MORAN, PLLC	AUDIT SERVICES - THRU MAY 19	4,243.00
06/15/2023	72484	PRINTING SYSTEMS	AV APPS FOR SPECIAL SCHOOL ELECTION	724.29
06/15/2023	72485	RAD HATTER MARKETING	SOCIAL MEDIA MANAGEMENT MAY 2023	4,200.00
06/15/2023	72486	RAL LAWN & SHRUB CARE	WEED CONTROL 06092023 - DPW	75.00
			WEED CONTROL 06092023 - COOLIDGE MEDIAN	265.00
			FERTILIZER AT CITY HALL / PS	67.80
				407.80
06/15/2023	72487	RANDALL & KAREN CONVERSE	BD BOND REFUND - 2702 SUNNYKNOLL AVE	50.00
06/15/2023	72488	RAPID ROOFING LLC	BD BOND REFUND - 1827 STANFORD RD	75.00
06/15/2023	72489	RENAISSANCE CONTRACTING LLC	BD BOND REFUND - 2344 OAKSHIRE AVE	75.00

			BD BOND REFUND - 2279 THOMAS AVE	100.00
				175.00
06/15/2023	72490	RKA PETROLEUM COS, INC	FUEL & OIL #2 ULTRA LOW SULFUR DIESEL PUMP PARTS - FUEL/OIL FUEL/OIL - #2 ULTRA LOW SULFUR DIESEL	1,815.70 347.00 2,361.59
				4,524.29
06/15/2023	72491	ROAD COMMISSION OF OAKLAND CO	SIGNAL MAINTENANCE APRIL 2023	1,029.94
06/15/2023	72492	ROSE PEST SOLUTIONS	CONTRACTUAL SERVICES	495.00
06/15/2023	72493	S/E OAK. CTY WATER AUTHORITY	LSLR WORK (MARCH 2023) BULK WATER MAY 2023	187,372.60 78,242.19
				265,614.79
06/15/2023	72494	SAVE 1 CPR, LLC	CAMP CONTRACTUAL	2,700.00
06/15/2023	72495	SCHOOLCRAFT COLLEGE	S SMITH LESS LETHAL CLASS	795.00
06/15/2023	72496	SHIFMAN FOURNIER	LEGAL SERVICES - LABOR	159.50
06/15/2023	72497	SOUTHERN MICH DOG OBEDIENCE TRAIN.	CONTRACTUAL SERVICES	1,008.00
06/15/2023	72498	STAPLES	FURNITURE FOR CITY HALL OFFICE SUPPLIES FOR CITY HALL OFFICE SUPPLIES FOR CITY HALL	189.99 172.65 89.64
				452.28
06/15/2023	72499	SUBURBAN FORD OF TROY	DPW #3 WHEEL ALIGNMENT - OUTSIDE	189.95
06/15/2023	72500	SYSTEMP CORPORATION	NO COOLING CALL	1,530.40
06/15/2023	72501	SYSTEMP CORPORATION	A/C REPAIR FROM 06/01/2023	1,061.19
06/15/2023	72502	T-MOBILE	T-MOIBLE HOTSPOTS - ACCT. NO. 971364489	229.60
06/15/2023	72503	TALEWISE	PROGRAM FEE	375.00
06/15/2023	72504	TARGETSOLUTIONS LEARNING LLC	G.T. ANNUAL	2,682.00
06/15/2023	72505	TEXTME, INC	NEEDED FOR S.W. FOR 23-3757	75.00
06/15/2023	72506	THE ORIGINAL PRINT SHOPPE	PRIDE POSTERS REPRINT STICKERS PRINTING - DDA EVENTS	85.00 60.00
				145.00
06/15/2023	72507	TRINITY TRANSPORTATION	CAMP CONTRACTUAL CAMP CONTRACTUAL CAMP CONTRACTUAL CAMP CONTRACTUAL CAMP CONTRACTUAL TRIP DATE 06/29/2023	675.00 630.00 1,635.64 675.00 652.50
				4,268.14
06/15/2023	72508	TRUCK & TRAILER SPECIALTIES, INC.	DPW - #10 PARTS	539.12
06/15/2023	72509	U.S. TRUCK DRIVER TRAINING SCHOOL	CDL ROAD TEST STEVEN KING	250.00
06/15/2023	72510	UNIQUE MANAGEMENT SERVICES, INC.	COLLECTION AGENCY	23.30
06/15/2023	72511	UNITED FACILITY SUPPLIES	BATH, TISSUE, TOWELS, TRASH LINERS BATH, TISSUE, TOWELS, TRASH LINERS	22.01 161.61
				183.62
06/15/2023	72512	VERIZON WIRELESS	IPAD SERIVCE FOR 05/02-06/01	266.07
06/15/2023	72513	VICTORIA MITCHELL	REIMBURSEMENT FOR FOOD FOR ELECTION TRAI MILEAGE REIMBURSEMENT 05/25 & 06/07/2023	50.51 24.08
				74.59
06/15/2023	72514	WILLIAM RAY KUPFER	BOND REFUND - 2863 CUMBERLAND RD	100.00
06/15/2023	72515	WINDER POLICE EQUIPMENT	SQUAD #4 INSTALL MODEM & VIDEO PREP SUPPLIES	515.00 1,783.60
				2,298.60
06/15/2023	72516	WINDSTREAM	PHONE SERVICE	693.45
06/15/2023	72517	WOW! BUSINESS	CITY FIBER INTERNET - ACCT. # 012057808 OXFORD PARK INTERNET - ACCT. NO. 0197166	382.99 382.99
				765.98

06/15/2023	72518	XEROX CORPORATION	XEROX USER FEES 4/21-5/21/2023	142.98
06/15/2023	72519	ZEP SALES & SERVICE	BRAKEFLUSH & ZEP - DPW GARAGE	178.29
06/22/2023	72520	MISDU	CHILD SUPPORT CASE NO. 912317604 - PR #1	591.95
			CHILD SUPPORT CASE NO. 913340822 - PR #1	82.99
			CHILD SUPPORT CASE NO. 913866954 - PR #1	565.75
				<u>1,240.69</u>
06/22/2023	72521	MISSION SQUARE RETIREMENT-107930	EE/ER CONTRIB. (401) - PR #13	425.77
			EE/ER CONTRIB. (401) - PR #13	236.54
				<u>662.31</u>
06/22/2023	72522	MISSION SQUARE RETIREMENT-303792	EMPLOYEE DEDUCT. (ICMA 457) - PR #13	8,880.79
			EMPLOYEE DEDUCT. - LOAN - PR #13	79.90
				<u>8,960.69</u>
06/22/2023	72523	MISSION SQUARE RETIREMENT-706259	EMPLOYEE DEDUCT. (ICMA ROTH) - PR #13	110.00
06/22/2023	72524	NATIONWIDE RETIREMENT SOLUTIONS	EMPL. DEDUCT. (NATIONWIDE 457) - PR #13	4,685.05
			EMPL. DEDUCT. (ROTH) - PR #13	1,479.48
				<u>6,164.53</u>
06/22/2023	72525	SABO PR	APRIL PR FIRM	3,584.05
			MAY PR FIRM	16,825.32
				<u>20,409.37</u>
06/30/2023	72526	1-800-HANSONS LLC	BD BOND REFUND - 4033 ELLWOOD AVE	50.00
06/30/2023	72527	4 WAY CEMENT INC.	BD BOND REFUND - 1900 GARDNER AVE	100.00
06/30/2023	72528	ADN ADMINISTRATORS, INC.	ADMINISTRATIVE FEE FOR JULY	1,029.25
06/30/2023	72529	ADVANCED MARKETING PARTNERS, INC.	SUMMER TAX STATEMENTS BLANKS	352.00
06/30/2023	72530	ALBERT C. SANOM RES. BUILDER	BD BOND REFUND - 1591 WILTSHIRE RD	75.00
			BD BOND REFUND - 1591 WILTSHIRE RD	202.50
				<u>277.50</u>
06/30/2023	72531	ALLIANCE MOBILE HEALTH	BLOOD DRAWS FROM 23-5569	148.00
06/30/2023	72532	AMAZON CAPITAL SERVICES	SPEAKER MICROPHONE (1) & HEADSETS (10)	851.30
			RADIO EQUIP - EAR PIECES	492.50
			CARD HOLDER	8.98
			SUGAR & WATER	32.29
			FLANGE SEALANT - GARAGE	54.00
			DOOR STOP / OFFICE MAINT	11.97
			BATTERIES/CREAMER & WATER	130.50
			WATER TC TEST COCK	29.98
			KITCHEN SUPPLIES	114.71
				<u>1,726.23</u>
06/30/2023	72533	AMY BESSLER	PRECINCT WORKER	288.00
06/30/2023	72534	ANGANA SHAH	CAMP REFUND	165.00
06/30/2023	72535	BERKLEY AREA CHAMBER OF COMMERCE	BD BOND REFUND - 3338 COOLIDGE HWY	100.00
			BD BOND REFUND - 3338 COOLIDGE HWY	100.00
				<u>200.00</u>
06/30/2023	72536	BIG D LOCK CITY	AF KEYS - FOR NEW HIRES	24.00
06/30/2023	72537	BLUE CROSS BLUE SHIELD OF MICHIGAN	JULY 2023 ACTIVITY 07/01/2023-07/31/2023	19,504.80
06/30/2023	72538	BLUE CROSS BLUE SHIELD OF MICHIGAN	JULY 2023 ACTIVITY 07/01/2023-07/31/2023	3,854.84
06/30/2023	72539	BRENDA CASTANEDA	ZUMBA CONTRACTUAL SERVICES	1,111.80
06/30/2023	72540	BRENDEL'S SEPTIC TANK SERVICE, LLC	CONTRACTUAL SERVICES - TOT LOT	155.00
			CONTRACTUAL SERVICES - JAYCEE PARK	175.00
			CONTRACTUAL SERVICES - OXFORD PARK	310.00
			CONTRACTUAL SERVICES - 2261 ROBINA AVE	620.00
			CONTRACTUAL SERVICES - 3849 BEVERLY BLVD	155.00
			CONTRACTUAL SERVICES - 3540 MORRISON AVE	155.00
			CONTRACTUAL SERVICES - LAZENBY FIELD	155.00
				<u>1,725.00</u>
06/30/2023	72541	BS & A SOFTWARE	TIMESHEET MODULE	10,805.00

06/30/2023	72542	CALEB SANCHEZ	MUSIC CONCERT	40.00
06/30/2023	72543	CAMELOT CLEANERS	PRIS. BLANKETS - MAY	163.75
06/30/2023	72544	CAROLE BONE	SENIOR DAY AT THE ZOO - REFUND	5.00
06/30/2023	72545	CATHERINE DUGALIN	PRECINCT WORKER	127.50
06/30/2023	72546	CDW GOVERNMENT, INC.	MOUNT ADAPTERS	69.17
06/30/2023	72547	CINTAS	CITY HALL MATS/RUGS	203.33
			PUBLIC SAFETY REFILL MED BOX	133.58
				336.91
06/30/2023	72548	CITY OF ROCHESTER HILLS	CAMP CONTRACTUAL	20.00
06/30/2023	72549	CMV LANDSCAPE & EQUIPMENT COMPANY	3340 CUMMINGS - LEAD SERVICE/CONCRETE RE	2,690.00
			3781 BUCKINGHAM - WATER SERVICE/LAWN RES	31.25
			12 MILE RD & HENLEY - WATER SERVICE/CONC	2,002.00
			2283 & 2284 COLUMBIA - LEAD SERVICE/CONC	1,469.50
			1943& 1944 PHILLIPS - LEAD SERVICE/CONCR	980.50
			3690 PHILLIPS - LEAD SERVICE/CONCRETE &	1,270.50
			3715 BACON - LEAD SERVICE/CONCRETE & LAW	1,309.25
			3142 COOLIDGE - LEAD SERVICE/CONCRETE &	1,367.00
				11,120.00
06/30/2023	72550	CONTRACTORS CONNECTION	ROADS LOCATOR - TOOL	983.00
			CONES - ROADS	1,147.50
			ROADS - GLOVES	907.20
			SIGN POSTS - ROADS RHINO SQUARE	205.00
			ROADS	1,427.30
				4,670.00
06/30/2023	72551	CYNTHIA DAVIS	DREAM CRUISE CONTRACTUAL - 08/18/2023	500.00
06/30/2023	72552	D G ENERGY COMPANY LLC	BALANCE DUE FOR CHARGERS / OXFORD PARK	5,290.00
06/30/2023	72553	DELANEY MOLANDER	REIMBURSEMENT FOR DOLLAR TREE CANDY PURC	21.40
06/30/2023	72554	DETROIT ZOOLOGICAL SOCIETY	06/21/2023 ZOO TRIP	1,085.00
06/30/2023	72555	DRY BASEMENTS PLUS LLC	BD BOND REFUND - 1490 CATALPA DR	100.00
			BD BOND REFUND - 3035 THOMAS AVE	100.00
				200.00
06/30/2023	72556	DURST LUMBER CO	EQUIPMENT SUPPLIES	29.98
			REPLACE HOSE NOZZLE	8.59
			OFFICE	7.99
			PACKAGING TAPE (QTY 3)	19.98
				66.54
06/30/2023	72557	EFFECTIVE FITNESS COMBATIVES, LLC	PAPKE - EFC INSTR. CERT. COURSE	2,240.00
06/30/2023	72558	ESCAPE ROOM NOVI	PROGRAM FEE-REISSUE	410.00
06/30/2023	72559	EVA MITCHELL	PRECINCT WORKER (06/12-06/24/2023)	195.00
06/30/2023	72560	FIRE DEFENSE EQUIPMENT COMPANY	EXTINGUISHERS RECHARGE-1 #20 ABC	73.19
06/30/2023	72561	FISHMAN STEWART PLLC	CITY ATTORNEY - US TRADEMARK	276.75
06/30/2023	72562	FOUNDATION SYSTEMS OF MICHIGAN	BD BOND REFUND - 3589 OAKSHIRE AVE	50.00
			BD BOND REFUND - 1642 BEVERLY BLVD	75.00
				125.00
06/30/2023	72563	GIBB SERVICES LLC	BD BOND REFUND - 799 PRINCETON RD	75.00
06/30/2023	72564	GORDON FOOD SERVICE INC.	SENIOR/SUMMERFEST CONTRACTUAL SERVICES	417.77
			SENIOR PROGRAM SERVICES	79.03
				496.80
06/30/2023	72565	GREAT LAKES PEST CONTROL CO	PEST CONTROL - PUBLIC SAFETY	75.00
06/30/2023	72566	HART INTERCIVIC	HART MAINT RENEWAL	6,131.33
06/30/2023	72567	HERITAGE CHRISTIAN SCHOOL	CAMP CONTRACTUAL	435.00
			CAMP CONTRACTUAL	1,300.00
				1,735.00
06/30/2023	72568	HOEKSTRA TRANSPORTATION, INC.	VEHICLE MAINTENANCE	542.52
06/30/2023	72569	HUNT SIGN CO LTD	PASSPORT TAGS - SLICK	27.00
06/30/2023	72570	J.H. HART URBAN FORESTRY	TREE TRIM 06/12/2023-06/17/2023	17,964.00
06/30/2023	72571	JACK DOHENY COMPANIES, INC.	DPW VACTOR RENTAL 06/05/2023-07/03/2023	9,500.00

			DPW VACTOR #53 REPAIR	1,572.90
				11,072.90
06/30/2023	72572	JACQUELINE ROBERTSON & ELYSE MOTTE	BD BOND REFUND - 3701 PHILLIPS AVE	50.00
06/30/2023	72573	JORDAN HAHN	REIMBURSEMENT FOR WATER PLIERS	25.99
06/30/2023	72574	JOSEPH MOORE	REFUND FOR PERMIT - 1404 OXFORD	94.50
06/30/2023	72575	JUDITH LINDSTROM	BD BOND REFUND - 2843 WAKEFIELD	100.00
06/30/2023	72576	JUMP-A-RAMA, INC.	CONTRACTUAL SERVICES	1,470.00
06/30/2023	72577	KARYN CARRICO	13 WEEKS OF DETROIT NEWS & DETROIT FEE P	338.00
06/30/2023	72578	KIESLER'S POLICE SUPPLY, INC.	13 LIGHTS & SIGHTS	7,037.65
06/30/2023	72579	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	119.80
			CITY HALL COPIER	415.34
				535.14
06/30/2023	72580	KROLL CONSTRUCTION CO.	BD BOND REFUND - 3492 KENMORE RD	100.00
06/30/2023	72581	LIFEWORX PRODUCTIONS	DEPARTMENT PHOTOS	787.00
06/30/2023	72582	LIVE SAFE ACADEMY	CONTRACTUAL SERVICES SELF DEFENSE CLASS	399.00
06/30/2023	72583	MARK SHANKUS	M SHANKUS MEDS REIMBURSEMENT	18.16
06/30/2023	72584	MCKENNA	MAY 2023 INSPECTIONS	45,735.75
06/30/2023	72585	METRO PUMP SERVICE	FUEL ISLAND MAINTENANCE - JUNE	479.00
06/30/2023	72586	MICHAEL & JULIE LYNCH	BD BOND REFUND - 2539 PHILLIPS	50.00
06/30/2023	72587	MICHELLE GARLOW	BD BOND REFUND - 2152 OXFORD	65.00
06/30/2023	72588	MICHIGAN ENTERTAINMENT & TALENT GRP	DDA EVENTS - BERKLEY PRIDE PERFORMERS	1,000.00
06/30/2023	72589	MICHIGAN GRAPHICS & AWARDS	CONTRACTUAL SERVICES	960.00
06/30/2023	72590	MOTOROLA	RADIO EQUIPMENT	6,985.44
06/30/2023	72591	MOTOROLA	RADIO EQUIPMENT	4,860.00
06/30/2023	72592	NYE UNIFORM	PAPKE- 3 PANTS	328.50
06/30/2023	72593	OAKLAND COUNTY TREASURER	ASSESSING CONTRACT	121,222.27
06/30/2023	72594	OAKLAND COUNTY TREASURER	MAY AV COUNTING BOARD/ CUST ID CU000438	672.75
06/30/2023	72595	OAKLAND COUNTY TREASURER	NOV 2022 OC AVCB / CUST ID CU000438	777.00
06/30/2023	72596	OAKLAND COUNTY TREASURER	NOV 2022 OC AVCB / CUST ID CU000438	3,577.76
06/30/2023	72597	OVERDRIVE, INC.	DIGITAL CONTENT	2,000.18
06/30/2023	72598	PITNEY BOWES INC.	MAY 2023 PSX SORT FEE	5.00
			INK FOR MAILING MACHINE	265.59
				270.59
06/30/2023	72599	POSTMASTER	BERKLEY BUZZ POSTAGE	5,500.00
06/30/2023	72600	PRINTING SYSTEMS	AUGUST 2023 - AV POSTCARDS W/OUT PERMIT	211.22
			AUGUST 2023 - AV POSTCARDS W/ PERMIT	211.22
			CANCELTION NOTICES	97.85
				520.29
06/30/2023	72601	QUADRATE CONSTRUCTION, LLC	PHASE 1 - DESIGN BUILD CITY HALL PROJECT	11,600.00
06/30/2023	72602	QUIET STORM PUBLISHING LLC	AUTHOR PROGRAM & EVENT	250.00
06/30/2023	72603	RAD HATTER MARKETING	PRIDE BLOCK PARTY COSTS / DDA EVENTS	4,308.02
06/30/2023	72604	REBECCA STOUT	REIMBURSEMENT FOR PROGRAM SUPPLIES	81.93
06/30/2023	72605	RICHARD RZECZKOWSKI	REIMBURSEMENT FOR DOT PHYSICAL	130.00
			REIMBURSEMENT FOR CDL RENEWAL	66.35
				196.35
06/30/2023	72606	RKA PETROLEUM COS, INC	FUEL/OIL - #2 ULTRA LOW SULFUR DIESEL	1,389.03
06/30/2023	72607	ROGUE	SCBA EQUIPMENT	2,723.79
06/30/2023	72608	ROOF ONE LLC	BD BOND REFUND - 3795 THOMAS AVE	100.00
06/30/2023	72609	ROYAL OAK CONCERT BAND	BERKLEY BEATS 06/12/2023	500.00
06/30/2023	72610	SANDI WEEKS	SENIOR TRIP REFUND	10.00
06/30/2023	72611	STATE WIRE & TERMINAL INC.	DPW GARAGE SHOP GLOVES	95.17
06/30/2023	72612	STEAK & SEAFOOD DIRECT	BD BOND REFUND - 2450 ELEVEN MILE RD	100.00
06/30/2023	72613	STEVEN KING	S. KING CDL RENEWAL	51.04
06/30/2023	72614	STREET DUTY	SWAT EQUIPMENT	295.00
06/30/2023	72615	SYSTEMP CORPORATION	DPW HVAC REPAIR	813.60
06/30/2023	72616	TEAMROOM APPROACH LLC	RANGE INSTRUCTOR - TRAINING (ALL STAFF)	600.00
06/30/2023	72617	TERRY ARNT	BD BOND REFUND - 2446 PHILLIPS AVE	100.00
06/30/2023	72618	THE LIBRARY NETWORK	BOOKS, PERTODICALS, AND AV MATERIALS	4,474.31
06/30/2023	72619	THE PRINT STOP, INC	VEN RELEASE RECEIPT BOOKS	130.00
06/30/2023	72620	THE RAPID GROUP, LLC	SHREDDING SERVICES	25.00
			SHREDDING SERVICES	25.00
				50.00
06/30/2023	72621	THORNTON & GROOMS INC.	2739 ROBINA AVE - PERMIT REFUND	45.00
			1992 BUCKINGHAM - PERMIT REFUND	45.00

				<u>90.00</u>
06/30/2023	72622	TITTLE BROTHERS CONSTRUCTION LLC	BD BOND REFUND - 3734 TYLER AVE	50.00
06/30/2023	72623	TRESNAK CONSTRUCTION	BD BOND REFUND - 3860 PRAIRIE AVE BD BOND REFUND - 3932 THOMAS AVE	50.00 75.00
				<u>125.00</u>
06/30/2023	72624	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES	129.06
06/30/2023	72625	UNITED SHORE PROFESSIONAL BASEBALL	CAMP CONTRACTUAL	264.00
06/30/2023	72626	VERIZON WIRELESS	MAIN ACCOUNT MAY 21-JUNE 20 2023	2,285.82
06/30/2023	72627	VIGILANTE SECURITY, INC.	QUARTERLY ALARM MONITORING	312.00
06/30/2023	72628	WEATHERGARD WINDOW	BD BOND REFUND - 3774 CUMMINGS AVE	100.00
06/30/2023	72629	WINDER POLICE EQUIPMENT	42 BUILD 40 BUILD 49-SROBE LIGHTS	3,036.83 3,036.83 345.30
				<u>6,418.96</u>
GEN TOTALS:				
Total of 237 Checks:				<u>1,529,874.77</u>

**CITY OF BERKLEY
ACH TRANSACTIONS**

DATE	VENDOR	AMOUNT
6/1/2023	THE HARTFORD	5,052.43
6/2/2023	DAILY MERRITT INSURANCE	127.95
6/2/2023	ALERUS	18,587.24
6/5/2023	INTERNAL REVENUE SERVICE	15,826.41
6/5/2023	DTE	775.79
6/5/2023	INTERNAL REVENUE SERVICE	29.12
6/6/2023	PITNEY BOWES POSTAGE	4,000.00
6/6/2023	CONSUMERS ENERGY	2,891.44
6/6/2023	DTE	8,270.80
6/8/2023	UNION DUES - DPW	210.00
6/8/2023	UNION DUES - PUBLIC SAFETY	760.00
6/8/2023	UNION DUES - PUBLIC SAFETY	400.00
6/8/2023	CREDIT CARD PAYMENT	15,810.92
6/9/2023	MERS	102,016.60
6/12/2023	INTERNAL REVENUE SERVICE	46,686.21
6/13/2023	DTE	18,549.07
6/14/2023	PITNEY BOWES POSTAGE	4,000.00
6/16/2023	ALERUS	8,585.18
6/16/2023	DTE	607.81
6/21/2023	STATE OF MICHIGAN	22,404.87
6/21/2023	STATE OF MICHIGAN	3,949.50
6/22/2023	UNION DUES - PUBLIC SAFETY	760.00
6/22/2023	UNION DUES - PUBLIC SAFETY	400.00
6/26/2023	INTERNAL REVENUE SERVICE	61,568.86
6/26/2023	ALERUS	9,583.39
		<u>351,853.59</u>

City Clerk

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

Bridget Dean, Mayor

Victoria Mitchell, City Clerk

July 17, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to authorize authorizing the Mayor to execute an agreement with Oakland County to provide Animal Care services for the City of Berkley, effective October 1, 2023 through September 30, 2025.

Ayes:

Nays:

Motion:



OAKLAND COUNTY EXECUTIVE DAVID COULTER

Robert Gatt, Manager
(248) 858-1070 | petadoption@oakgov.com

SECOND NOTICE

May 2, 2023

Mayor Daniel Terbrack
City of Berkley
3338 Coolidge Highway
Berkley, MI 48072

Dear Mayor Terbrack:

It is time to re-new the Interlocal Agreement between Oakland County and the City regarding Animal Shelter Services and Disposal.

Our services, as you may or may not know, include boarding of stray animals, euthanasia, and disposal for owner relinquished animals, as well as rabies specimen preparation and transport for those requiring it.

The Oakland County Board of Commissioners approved Miscellaneous Resolution #19304 dated September 25, 2019, with the following fees to be implemented from FY2020 through FY2022.

	FY2020	FY2021	FY2022
Care of boarded animals	\$24.00	\$24.00	\$25.00
Disposal of live (non-boarded) animals	\$23.00	\$23.00	\$24.00
Disposal of live (boarded) animals	\$ 7.00	\$ 7.00	\$ 8.00
Disposal of small dead animals	\$22.00	\$22.00	\$23.00
Rabies Specimen – Live	\$26.00	\$26.00	\$26.00
Rabies Specimen – Dead	\$21.00	\$21.00	\$21.00

For fiscal years 2023 through 2025, costs are projected to continue to increase. These are the actual costs, based on our current budgets, for each of the services that we offer:

Care of boarded animals	\$ 46.14
Disposal of live (non-boarded) animals	\$126.64
Disposal of live (boarded) animals	\$ 64.84
Disposal of small dead animals	\$ 37.50

Rabies Specimen (live)	\$161.16
Rabies Specimen (dead)	\$119.50
Transport Specimen to State Lab (Lansing)	\$129.56

There are several contributing factors behind the increase in costs. However, the most significant is the loss of jail trustees to provide janitorial services for the shelter free of charge due to Covid restrictions. Since the start of the Covid pandemic the county has had to pay nearly \$500,000 per year in additional costs to a contractor to fill this gap in service.

We strive to operate an efficient operation while at the same time offering humane services to our customers, often during their worst times. We believe that the actual rates would present a substantial burden on the citizens. We also anticipate that if the actual costs for service were administered, people may abandon their pets at the shelter instead of claiming them at a higher rate.

Consequently, we believe that in lieu of adopting the actual costs of performing each service, a more modest increase such as those being proposed is a better option.

Thus, the attached Interlocal Agreement reflects the following fees.

	FY2023	FY2024	FY2025
Care of boarded animals	\$ 25.00	\$ 26.00	\$ 27.00
Disposal of live (non-boarded) animals	\$100.00	\$105.00	\$110.00
Disposal of live (boarded) animals	\$ 8.00	\$ 9.00	\$ 10.00
Disposal of small dead animals	\$ 23.00	\$ 23.00	\$ 24.00
Rabies Specimen (live)	\$100.00	\$105.00	\$110.00
Rabies Specimen (dead)	\$100.00	\$105.00	\$110.00
Rabies Specimen – Transport State Lab (Lansing)	\$100.00	\$105.00	\$110.00

We ask that you promptly process this agreement to meet with the expiration of your old agreement, which is September 30, 2022.

Please feel free to contact Joanie Toole or myself at (248) 452-9249.

Thank you.

Robert Gatt, Division Manager

ANIMAL SHELTER
SERVICES AND DISPOSAL
INTERLOCAL AGREEMENT

This COUNTY OF OAKLAND AGREEMENT TO PROVIDE ANIMAL CARE SERVICES FOR THE CITY OF BERKLEY, (hereafter "AGREEMENT") is made and entered into by and between Oakland County, a Michigan Constitutional Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341, hereinafter referred to as "COUNTY," and the CITY OF BERKLEY whose principal address is 3338 Coolidge Hwy., Berkley, Michigan 48072, hereinafter referred to as "MUNICIPALITY." In this Agreement the COUNTY and the MUNICIPALITY may also be referred to individually as "PARTY" or jointly as "PARTIES."

PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., the COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing the MUNICIPALITY with assistance in the enforcement of the animal laws and regulations of the State of Michigan.

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

- §1. **DEFINITIONS** The following words and expressions used throughout this Agreement, whether used in singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
- 1.1. **Agreement** means the terms and conditions of this Agreement, any Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, addendum, or change order.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgement, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County, its employees or agents, whether such claim is brought in law or equity, tort, contract, or otherwise.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such person's successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Animal Shelter and Pet Adoption Center** means a facility owned and operated by the COUNTY to care for impounded animals.
 - 1.6. **Impounded Small Animals** means all dogs, cats, wildlife (excluding live, healthy skunks), rodents and all other animals commonly kept as domestic pets which are impounded and confined at the

Animal Shelter and Pet Adoption Center by: (1) agents of MUNICIPALITY carrying out rabies program (P. A. 146, 1919) and animal control programs and/or (2) action of residents of MUNICIPALITY under contract.

- 1.7. **Owned Animals** and **Give Up Animals** means any animal from any area released directly to the COUNTY by the owners or any person(s) having proper custody thereof.
- 1.8. **Bite Case** means any stray or owned animal from the contracted service area requiring quarantine or observation by order of the Oakland County Department of Health or their authorized representative.
- 1.9. **Required Holding Period** shall be in accordance with the provisions of P. A. 224, 1969, and any subsequent amendments thereto, and P. A. 287, 1969.
- 1.10. **License Fees** means those charges to the owner of a dog which are claimed at the Animal Shelter and Pet Adoption in accordance with contracted MUNICIPALITY'S policies, practices, and procedures.
- 1.11. **Impounding Fees** means pick-up fee charges, determined by the contracted MUNICIPALITY'S ruling agent, rendered to an owner upon his application to reclaim an animal which, by action of a MUNICIPALITY, has been impounded.
- 1.12. **Euthanasia** means the humane destruction of animals.
- 1.13. **Rabies** means an infectious disease of certain animals, especially dogs, communicated to man by direct inoculation, as by bite or an infected animal.
- 1.14. **Rabies Specimen** means brain tissue taken from an animal suspected of being rabid.
- 1.15. **Transported** means the delivery by the COUNTY of a rabies specimen to the Michigan State Laboratory in Lansing.
- 1.16. **Community Cat** is a term used to describe outdoor unowned free-roaming cats. These cats could be friendly, feral, adults, kittens, healthy, sick, altered and/or unaltered. They may or may not have a caregiver but do not have an owner.

§2. COUNTY RESPONSIBILITIES' Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the COUNTY shall carry out the following:

- 2.1. The COUNTY shall comply with the animal regulation laws of the State of Michigan, those being P.A. 339, 1919 as amended.
- 2.2. The COUNTY shall Provide proper food, water, shelter, and humane care for all stray and give-up animals impounded by the MUNICIPALITY and such animals that are brought to the COUNTY'S Animal Care Center by residents of the MUNICIPALITY until they are placed or otherwise humanely disposed in accordance with applicable laws, consistent with the provisions of this Agreement.
- 2.3. The COUNTY shall provide proper food, water, shelter, and humane care for any small animal, which is suspected of infection with rabies, quarantined by MUNICIPALITY for such a period of time as may be required by applicable law.
- 2.4. The COUNTY shall make every effort to maintain office hours at the COUNTY'S Animal Shelter and Pet Adoption Center suitable for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals and for accepting applications for the redemption of impounded animals.
- 2.5. The COUNTY shall make every effort to notify owners of identifiable impounded animals, by telephone or mail consistent with the COUNTY'S procedures.

- 2.6. Upon completion of the required holding period, impounded animals become the property of the COUNTY and may be disposed of according to law.
- 2.7. Prior to release by the COUNTY to residents of the MUNICIPALITY, the COUNTY shall vaccinate all dogs of required vaccination age against rabies within the legally required time. No dog shall be released to a resident until a dog license has been obtained.
- 2.8. The COUNTY shall provide for the sale of dog licenses consistent with the policies, practices, and procedures of the City Clerk/Township Treasurer, consistent with the provisions of this agreement. If the local dog license is not provided to the County for sale, an Oakland County dog license will be sold.
- 2.9. The COUNTY shall provide for the collection of impoundment fees. All impoundment fees and license fees shall be paid over by the COUNTY to the MUNICIPALITY within a time period not to exceed one (1) month.
- 2.10. The COUNTY shall retain all vaccination and veterinarian fees and proceeds from adoption of animals.
- 2.11. The COUNTY shall keep proper financial records and account to the MUNICIPALITY monthly for all fees collected on its behalf. The COUNTY will permit the MUNICIPALITY at all reasonable times to inspect COUNTY records maintained pursuant to this agreement.
- 2.12. The COUNTY shall accept and dispose of all small dead animals picked up in the MUNICIPALITY by an Animal Control agent or resident and turned over to the COUNTY consistent with this Agreement.

§3. MUNICIPALITY RESPONSIBILITIES

- 3.1. The MUNICIPALITY shall supply to the COUNTY all necessary dog licenses certificates, dog license tags, receipt forms, etc; to enable the COUNTY to carry out its licensing duties under this agreement.
- 3.2. The MUNICIPALITY shall furnish the COUNTY with an adequate supply of its applicable laws and regulations dealing with dogs and other small animals effective as of the date of this agreement.
- 3.3. The MUNICIPALITY shall be responsible for any community cat program(s) sponsored by the MUNICIPALITY within their jurisdiction.

§4. FINANCIAL RESPONSIBILITIES The MUNICIPALITY agrees to pay the following fees to the COUNTY for its services under this agreement:

- 4.1. A boarding fee per day for each animal impounded by action of the MUNICIPALITY and housed or accepted by the County will be:

2023	\$ 25.00
2024	\$ 26.00
2025	\$ 27.00

- 4.2. Such fees shall be limited to the required holding period as set forth by the MUNICIPALITY, fees. For the destruction and disposal of each animal held the required holding period will be:

2023	\$ 7.00
------	---------

2024	\$ 9.00
2025	\$ 10.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.3. Fees for each dead animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2023	\$ 23.00
2024	\$ 23.00
2025	\$ 24.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.4. Fees for each live small give-up animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2023	\$100.00
2024	\$105.00
2025	\$110.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.5. Fees for each live rabies specimen turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2023	\$100.00
2024	\$105.00
2025	\$110.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.6. Fees for each dead rabies specimen turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2023	\$100.00
2024	\$105.00

2025 \$110.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.7. Fees for transport of rabies specimens turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2023 \$100.00

2024 \$105.00

2025 \$110.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.8. MUNICIPALITY agrees that the fees as set forth above are subject to adjustment during the term of this Agreement, Such adjustment will be in direct relationship to any general county salary increase by the Oakland County Board of Commissioners. In no instance shall the fee be greater than the percentage salary increase. Provided, that if the COUNTY shall decide to increase said fees, it shall give thirty (30) days prior notice to the MUNICIPALITY, and the MUNICIPALITY shall have the right to terminate this agreement forthwith by giving written notice of such termination to the Oakland County Executive within said thirty (30) day period.

§5. DURATION OF INTERLOCAL AGREEMENT

- 5.1. It is mutually agreed that the term of this agreement shall be effective October 1, 2022 and expiring September 30, 2025 inclusive. The agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the agreement is filed according to MCL 124.510. The approval and terms of this agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. Upon the completion of the term of this agreement, the provisions of the agreement shall thereafter be subject to review and renewal by written agreement of the parties hereto for a like term.

§6. ASSURANCES

- 6.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 6.2. The COUNTY shall not be liable for any consequential, incidental, indirect, or special damages in connection with this agreement.
- 6.3. The Parties agree that the COUNTY's Animal Care Center, land and building, shall be owned exclusively by the COUNTY and that the MUNICIPALITY shall have no proprietary interest whatsoever in said care center. It is also understood that the payments made by the MUNICIPALITY to the COUNTY pursuant to this agreement are made solely in consideration of the services to be performed under this agreement.

§7. TERMINATION OR CANCELLATION OF AGREEMENT

- 7.1. Either Party may terminate or cancel this agreement for any reason upon thirty (30) days written notice. The effective date for termination or cancellation shall be clearly stated in the notice. In the event of any termination or cancellation, any funds advanced to the COUNTY shall be payable in

service only. Notices given under this agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class

7.2. The parties shall not be obligated to pay a cancellation or termination fee, if this agreement is terminated as provided herein.

- §8. **SUSPENSION OF SERVICES.** Upon notice to MUNICIPALITY, the COUNTY may immediately suspend this agreement, if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S discretion, with federal, state, or local law, or any requirements contained in this agreement. The right to suspend services is in addition to the right to terminate or cancel this agreement. The COUNTY shall not incur penalty, expense or liability if services are suspended under this Section.
- §9. **RIGHT TO SET OFF.** Should the MUNICIPALITY fail, for any reason, to timely pay the County the amounts required under this Agreement, the MUNICIPALITY agrees that upon notice from the Oakland County Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State, and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the County. Such funds shall be paid directly to the County. Further, the MUNICIPALITY waives any claims against the State or County, or their respective officials, for any such amounts paid to the County.

Should the MUNICIPALITY fail for any reason to timely pay the County the amounts required under this Agreement, the County Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund ("DTRF") or any other source of funds due the MUNICIPALITY in the possession of the County, to partially or completely offset any deficiency by the MUNICIPALITY, unless expressly prohibited by law. Such a transfer shall be considered an assignment by the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any claims against the County, or its officials, for any such amounts paid to the County.

Neither of these provisions shall operate to limit in any way the County's right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the County under this Agreement. The remedies in this paragraph are available to the County on an ongoing and successive basis, as the MUNICIPALITY becomes delinquent in its payments.

- §10. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
- §11. **COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this agreement, and properly promulgated amendments to those Exhibits.
- §12. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
- §13. **RESERVATION OF RIGHTS.** This agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
- §14. **FORCE MAJEURE.** Each Party shall be excused from any obligations under this agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike,

labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

- §15. **IN-KIND SERVICES.** This agreement does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
- §16. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this agreement without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
- §17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this agreement. No waiver of any term, condition, or provision of this agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this agreement.
- §18. **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.
- §19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- §20. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- §21. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the agreement or other persons as authorized by the Parties' governing body.
- §22. **ENTIRE AGREEMENT.** This agreement represents the entire agreement and understanding between the Parties. This agreement supercedes all other oral or written agreements between the Parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

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

EXECUTED: _____
Bridget Dean, Mayor
City of Berkley

DATE: _____

WITNESSED: _____
Victoria Mitchell, Clerk
City of Berkley

DATE: _____

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

EXECUTED: _____
Dave Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Lisa Brown, Clerk/Register of Deeds
County of Oakland

DATE: _____

July 17, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to cast Berkley's official vote for the following to serve as a Trustee on the Board of Trustees for the MML Workers' Compensation Fund, directing the City Clerk to send in the marked ballot. (Vote for three incumbent Trustees and two first-time Trustees – for a four-year term beginning October 1, 2023)

Christine Burns
Manager, Village of Spring Lake

Juan Ganum
Manager, City of Bridgman

Kevin Klynstra
Mayor, City of Zeeland

Devin Olson, Incumbent
Manager, City of Munising

Adam Smith, Incumbent
Manager/Municipal Executive
City of Grand Ledge

David Tossava, Incumbent
Mayor, City of Hastings

Ayes:

Nays:

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 26, 2023
Subject: **Fund Trustee Election**

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Three appointees have agreed to seek election to their first term, as well as three incumbent Trustees seeking re-election. You may also write in one or more candidates if you wish.

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

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 11th. Alternately, you may complete your ballot online:

Go to www.mml.org. At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Worker's Compensation Fund*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

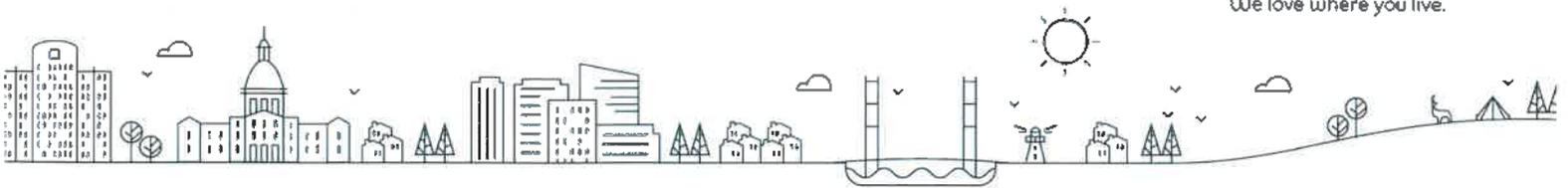
The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,



Michael J. Forster
Fund Administrator
mforster@mml.org

We love where you live.



THE CANDIDATES
Four-year terms beginning October 1, 2023



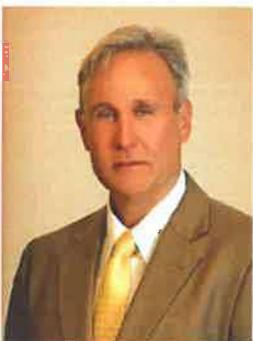
Christine Burns, Manager, Village of Spring Lake

Chris has more than 25 years of experience as a municipal official. She has been the village manager of Spring Lake since 2012, after serving the City of Cedar Springs for more than five years, the Village of Oxford for nearly two years, and the City of Clare for more than 14 years. Chris graduated from Central Michigan University in 1990 with a BS in Business Administration, majoring in Management, earned her MSA in Public Administration from CMU in 2006 (*Fire Up Chips!*), and holds a Certified Master Municipal Clerk designation. She is a member of Michigan Municipal Executives (MME); the International City/County Management Association (ICMA); and the West Michigan Local Government Management Association (WMLGMA). She has served on the MME Board of Directors and as President of the WMLGMA. Chris is seeking election to her first term.



Juan Ganum, Manager, City of Bridgman

Juan has 25 years of experience in local government. He served as the Community Development Director for the City of Niles from 1998 to 2015 and has since served as City Manager for the City of Bridgman. Juan graduated from Michigan State University in 1995 with a BS in Urban and Regional Planning and earned his Masters in Public Administration from Western Michigan University in 2007. He currently serves as the vice-chair of the Michigan Municipal Executives' Ethics Committee and is actively engaged on boards and committees within Berrien County. Juan is seeking election to his first term.



Kevin Klynstra, Mayor, City of Zeeland

Kevin has more than 28 years of experience in local government. He was elected as mayor of the City of Zeeland in 2011 and was most recently reelected in 2021 for his sixth two-year term. Before becoming mayor, he was a member of the Zeeland City Council for 16 years. Kevin serves on several boards and commissions, including the Michigan Association of Mayors (MAM) board, Zeeland's Planning Commission, the Macatawa Area Coordinating Council (MACC), and the West Michigan Airport Authority (WMAA). Kevin is seeking election to his first term.

THE CANDIDATES
Four-year terms beginning October 1, 2023



Devin Olson, City Manager, City of Munising

Devin has more than five years' experience as a municipal official, having served as Munising's City Manager since 2014. Devin has also served on MML's Transportation and Infrastructure Committee for three years. Devin is seeking election to his first term. Devin is seeking re-election to his second term.



Adam Smith, Manager/Municipal Executive, City of Grand Ledge

Adam has worked in local government since 2004 and currently serves as the City Manager/Municipal Executive of Grand Ledge. He is chair of the MML's Municipal Services Committee, formerly served six years as City Manager Representative on the Elected Officials Academy Board of Directors, and received the League's Special Award of Merit in 2013. Adam is an active member of Michigan Municipal Executives, having served on its Board of Directors from 2013-2016, and currently serving as its Advocacy Chairperson. He has given workshops on effective Council-Manager relationships. Adam has a Bachelor's Degree in Public Administration and a Master's in Administrative Leadership, both from Central Michigan University; a Certificate in Strategic Foresight from the University of Houston; and is a graduate of the Disney Institute for Leadership Excellence. Adam is seeking re-election to his third term.



David J. Tossava, Mayor, City of Hastings

David has over twelve years' municipal experience and has served as mayor of Hastings for two years. He also serves on the Board of Directors of the Michigan Association of Mayors. David is seeking re-election to his second term.

Michigan Municipal League
Workers' Compensation Fund

OFFICIAL BALLOT - 2023

Vote for six Trustees by marking the line to the left of the name for four-year terms beginning October 1, 2023.

____ Christine Burns, Appointee
Manager, Village of Spring Lake

____ Juan Ganum, Appointee
Manager, City of Bridgman

____ Kevin Klynstra, Appointee
Mayor, City of Zeeland

____ Devin Olson, Incumbent
Manager, City of Munising

____ Adam Smith, Incumbent
Manager/Municipal Executive,
City of Grand Ledge

____ David Tossava, Incumbent
Mayor, City of Hastings

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Trustees of the Michigan Municipal League Workers' Compensation Fund.

Official Signature

Date:

**Ballot deadline:
August 11, 2023**

July 17, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the purchase of two 2024 Ford Police Interceptor Utility AWD marked police vehicles for \$100,070 (\$50,035 each) for the Department of Public Safety from Lunghamer Ford, 1960 East Main Street, Owosso, MI 48867 from the Vehicles Account #101-345-985-000.

Ayes:

Nays:

Justification:

- The purchase of the vehicles was approved in the FY 2023-2024 budget
- This vehicles will replace an existing police vehicles, which will be offered to other city departments/removed from the fleet and auctioned
- The vehicles will be purchased through the Macomb County cooperative purchasing agreement
- Funds have been approved in account #101-345-985-000



City of Berkley
Department of Public Safety



INTEROFFICE CORRESPONDENCE

DATE: July 11, 2023
TO: Matthew Baumgarten, City Manager
FROM: Matt Koehn, Director of Public Safety *mk*
SUBJECT: REQUEST TO PURCHASE FY 2023/2024 DPS FLEET

The Department of Public Safety's FY 2023-2024 budget includes funds to purchase two marked police vehicles. The two vehicles will replace current vehicles.

The Department requests to purchase two 2024 Ford Police Interceptor Utility AWD marked police vehicles for \$100,070 (\$50,035 each). These vehicles will replace two existing marked police vehicles that have high mileage, high engine hours, and are due for changeover.

All vehicles will be purchased from Lunghamer (formally Signature) Ford in Owosso, MI through the Macomb County cooperative purchasing agreement. The Department has been purchasing vehicles from this dealership through this agreement for several years.

The purchase price of the vehicles includes a 36,000-mile or 36 month factory bumper to bumper warranty and a 100,000 mile or five-year powertrain warranty. The Ford Police Interceptor Utility has proven to be a safe and reliable vehicle that has become the standard for many police departments.

The Department requests to purchase this vehicle utilizing the budgeted funds in the "Vehicles" account #101-345-985-000.



June 30, 2023

Berkley Department of Public Safety
Attn: Sgt. Scott Smith
3338 Coolidge Highway
Berkley, MI 48072

Dear Sgt. Scott Smith:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

(2) 2024 Ford Police Interceptor Utility AWD in Black (Patrol) \$50,035.00 ea
Total Delivered Price \$100,070.00

Service Contract: 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

Delivery date: Current lead time to order is estimated at 30 + weeks from receipt of Purchase Order.

Order Cutoff Date: DRAFT TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).
If you have any questions please call me, 888-92-Fleet (888-923-5338).

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

DRAFT PRICING
State of Michigan
2024 Utility Police Interceptor
Major Standard Equipment

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection Hybrid Engine System
- Engine – 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed)
Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- Engine – 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed)
Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- H7 AGM Battery (800 CCA/80-amp)
- Lithium-Ion Battery Pack
- Suspension – independent front & rear
- Transmission – 10-speed automatic

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding MIC
- Door Handles – Black (MIC)
- Exhaust True Dual (down-tuned)
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam
Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
 - Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
 - Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
 - Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
- Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – (MIC)
- Tail lamps – LED
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)

INTERIOR/COMFORT (continued)

- Liftgate Release Switch located in overhead console (45 second timeout feature)
 - Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
 - 3rd row overhead map light
 - Mirror – Day/night Rear View
 - Particulate Air Filter
 - Powerpoints – (1) First Row
 - Rear-door closeout panels
 - Rear-window Defrost
 - Scuff Plates – Front & Rear
 - Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
 - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
 - Speed (Cruise) Control
 - Speedometer – Calibrated (includes digital readout)
 - Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches
 - Sun visors, color-keyed, non-illuminated
 - Universal Top Tray – Center of 1/P for mounting aftermarket equipment
 - Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature
- SAFETY/SECURITY**
- AdvanceTrac® w/RSC® (Roll Stability Control™)
 - Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
 - Anti-Lock Brakes (ABS) with Traction Control
 - Brakes – Police calibrated high-performance regenerative braking system
 - Belt-Minder® (Front Driver / Passenger)
 - Child-Safety Locks (capped)
 - Individual Tire Pressure Monitoring System (TPMS)
 - LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
 - Rearview Camera with Washer viewable in 4.2" center stack.
 - Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
 - SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / MP3 Capable / Clock / 4-speakers
 - Bluetooth® interface
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
- Note: Standard radio does not include USB Port or Aux. Audio Input Jack; Aux. Audio Input Jack requires SYNC 3®
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Ford Modem and complimentary 2-year trial subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Recovery Hooks; two in front and trailer bar in rear
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent, Rear Dual Speed Wiper Wipers – Front

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
 - 8 Year / 100,000 Miles Hybrid Unique Components
- POWERTRAIN CARE EXTENDED SERVICE PLAN**
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Police Interceptor Utility Base Prices

<input type="checkbox"/>	Utility All Wheel Drive (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) K8A/500A	\$44,591.00
<input checked="" type="checkbox"/>	Utility All Wheel Drive (3.0L V6 EcoBoost, 148 MPH, 99C/44U) K8A/500A	\$47,965.00
<input type="checkbox"/>	Utility All Wheel Drive (3.3L V6 Direct-Injection Hybrid Eng., 136 MPH, 99W/44B) K8A/500A	\$47,118.00

VEHICLE COLOR: Order Code

Arizona Beige Clearcoat Metallic
 Medium Brown Metallic
 Dark Toreador Red Clearcoat Metallic
 Dark Blue
 Royal Blue
 Light Blue Metallic
 Vermillion Red
 Smokestone Clearcoat Metallic
 Silver Grey Metallic
 Iconic Silver Clearcoat Metallic
Agate Black
 Oxford White Clearcoat
 Blue Metallic
 Sterling Grey Metallic
 Medium Titanium Clearcoat Metallic
 Carbonized Grey

**Interior Trim Color
 Charcoal Black (96)**

[E3] []
 [BU] []
 [JL] []
 [LK] []
 [LM] []
 [LN] []
 [E4] []
 [HG] []
 [TN] []
 [JS] []
[UM] [x]
 [YZ] []
 [FT] []
 [UJ] []
 [YG] []
 [M7] []

INTERCEPTOR OPTIONAL FEATURES:

Flooring/Seats

	<u>Code</u>	<u>\$Cost</u>
<input type="checkbox"/> 1st and 2nd row carpet floor covering	16C	125.00
<input type="checkbox"/> 2nd Row Cloth Seats	F6/ 88F	60.00
<input type="checkbox"/> Power passenger seat (6-way) w/manual recline and lumbar	87P	325.00
<input checked="" type="checkbox"/> Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)	85R	45.00
<input type="checkbox"/> Interior Upgrade Package	65U	390.00

- 1st and 2nd Row Carpet Floor Covering
- Cloth Seats – Rear
- Center Floor Console less shifter w/unique Police console finish plate
- Includes Console and Top Plate with 2 cup holders
- Floor Mats, front and rear (carpeted)
- Deletes the standard console mounting plate (85D)
- SYNC® 3
 - Enhanced Voice Recognition Communications and Entertainment System
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
 - AppLink®
 - 911 Assist®

Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms.

Lamps/Lighting

<input checked="" type="checkbox"/> Dark Car Feature – Courtesy lamp disable when any door is opened	43D	20.00
<input type="checkbox"/> Daytime Running Lamps	942	45.00
<input type="checkbox"/> Side Marker Lights in Skull Caps	63B/60A	340.00
<input type="checkbox"/> Rear Quarter Glass Side Marker Lights	63L	575.00
<input checked="" type="checkbox"/> Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue)	21L/60A	600.00
<input type="checkbox"/> Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel)	43A	395.00
<input type="checkbox"/> Front Interior Windshield Warning Lights (Red/Blue with take down)	96W	1145.00
<input type="checkbox"/> Rear Spoiler Traffic Warning Light	96T	1495.00
<input type="checkbox"/> Dome Lamp – Red/White in Cargo Area	17T	50.00
<input checked="" type="checkbox"/> Pre-wiring for grille lamp, siren, and speaker	60A	50.00
<input checked="" type="checkbox"/> Spot Lamp – Driver Only (LED Bulbs) (Unity)	51R	395.00
<input type="checkbox"/> Spot Lamp – Driver Only (LED Bulbs) (Whelen)	51T	420.00
<input type="checkbox"/> Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)	51S	620.00
<input type="checkbox"/> Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen)	51V	665.00

Body

[] Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)	92G	120.00
[] Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window)	92R	85.00
[] Deflector Plate	76D	335.00

Wheels

[] Wheel Covers (18" Full Face Wheel Cover)	65L	60.00
[] 18" Painted Aluminum Wheel	64E	475.00

Misc

[] Engine Block Heater	41H	90.00
[] License Plate Bracket – Front	153	N/C
[] Badge Delete (Police Interceptor Badge Only)	16D	N/C
[] 100 Watt Siren/Speaker (includes bracket and pigtail)	18X	300.00
[] Aux Air Conditioning	17A	610.00
[x] Noise Suppression Bonds (Ground Straps)	60R	100.00
[] OBD-II Split Connector – Allows up to 2 devices to be connected to the vehicle's OBD-II port	61B	55.00

Audio/Video

[] Rear View Camera (Includes Electrochromic Rear View Mirror – Video is displayed in rear view mirror)	87R	N/C
Note: This option would replace the camera that comes standard in the 4" center stack area.		
[] Rear Camera On-Demand – allows driver to enable rear camera on-demand	19V	230.00

Doors/Windows

[] Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) ***** OLD STYLE REAR HATCH LOCK / UNLOCK *****	18D	N/C
[] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperable	52P	160.00
[x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows Inop.	68G	75.00
[x] Lock system; Single Key/All Vehicles Keyed Alike	59E	50.00
Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135x= 59D		
Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x= 59G		
Keyed Alike 1111x= 59J		

Safety & Security

[] Ballistic Door Panels – Driver Front Door Only (Level 3)	90D	1585.00
[] Ballistic Door Panels – Driver & Pass Front Doors (Level 3)	90E	3170.00
[] Ballistic Door Panels – Driver Front Door Only (Level 4+)	90F	2415.00
[] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+)	90G	4830.00
[] BLIS® – Blind Spot Monitoring with Cross Traffic Alert	55B/54Z	545.00
[x] Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	68B	675.00
[] Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W	76P	145.00
[x] Mirrors– Heated, Non BLIS	549	60.00
[] Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Decklid	593/55F	460.00
[] Remote Keyless Entry w/4 Key Fobs (w/o Keypad)	55F	340.00
[] Police Engine Idle Feature	47A	260.00
[] Extra Key \$6.00x___=	Parts	6.00 ea
[] Remote Starter (Must Order Keyless Entry 55F)	Parts	550.00
[] Reverse Sensing	76R	275.00
[] Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	52T	80.00
[] H8 AGM Battery (900 CCA/92-amp)	19K	110.00
[] Gun Vault (Not Available with (17A) Aux Air Conditioning)	63V	245.00

[]	<u>12.1" Integrated Computer Screen</u>	47E	2745.00
	<ul style="list-style-type: none"> • Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area • Includes Audio Video extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable • Includes SYNC 3 ® 		
[]	<u>Front Headlamp Lighting Solution</u>	66A	895.00
	<ul style="list-style-type: none"> • Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included. Controller "not" included 		
	Note: Not available with option: 67H		
	Note: Recommend using Ultimate Wiring Package (67U)		
[]	<u>Police Wire Harness Connector Kit – Front/Rear</u>	67V	185.00
	For connectivity to Ford PI Package solutions includes:		
	<ul style="list-style-type: none"> • Front <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector • Rear <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector 		
	Note: Note:See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com		
[]	<u>Tail lamp/Police Interceptor Housing Only</u>	86T	60.00
	<ul style="list-style-type: none"> • Pre-existing holes with standard twist lock sealed capability (does not include LED Strobe lights) (eliminates need to drill housing assemblies) 		
	Note: Not available with options: 66B and 67H		
[]	<u>Tail Lamp Lighting Solution</u>	66B	430.00
	<ul style="list-style-type: none"> • Includes LED lights plus two (2) rear integrated hemispheric lighthouse white LED side Warning lights in taillamps • LED lights only. Wiring, controller "not" included 		
	Note: Not available with option: 67H		
	Note: Recommend using Ultimate Wiring Package (67U)		
[]	<u>Rear Lighting Solution</u>	66C	455.00
	<ul style="list-style-type: none"> • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included 		
	Note: Not available with option: 67H		
	Note: LED lights only – does "not" include wiring or controller		
	Note: Recommend using Ultimate Wiring Package (67U)		
[]	<u>Ultimate Wiring Package</u>	67U	560.00
	<ul style="list-style-type: none"> • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does "not" include LED lights, side connectors or controller – Recommend Police Wire Harness Connector Kit 67V 		
	Note: Not available with options: 65U, 67H		

<p><input type="checkbox"/> <u>Ready for the Road Package All-in Complete Package</u></p> <p>All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus</p> <ul style="list-style-type: none"> • Whelen Cencom Light Controller Head with dimmable backlight • Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat) • Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails • High current pigtail • Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head • Pre-wiring for grille LED lights, siren and speaker (60A) • Rear console plate (85R) – contours through 2nd row; channel for wiring • Grille linear LED Lights (Red / Blue) and harness • 100-Watt Siren / Speaker • Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) <p>Note: Not available with options: 66A, 66B, 66C, 67U and 65U</p>	<p>67H</p>	<p>3595.00</p>
--	-------------------	-----------------------

<p><u>Extended Warranty Option's (\$0.00 Deductible) 100,000 Mile Coverage</u></p> <p><input type="checkbox"/> 5-Year Premium Care Warranty (500 Plus Components Coverage)</p>	<p>2850.00</p>
--	-----------------------

Total Price \$50,035.00 ea

M-51-23

July 17, 2023 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the Mayor and City Manager to enter into an Intergovernmental Agreement for a Public Safety-School Resource Officer Program between the City of Berkley and the Berkley School District.

Ayes:

Nays:



City of Berkley
Department of Public Safety



INTEROFFICE CORRESPONDENCE

DATE: July 11, 2023
TO: Matthew Baumgarten, City Manager
FROM: Matt Koehn, Director of Public Safety *MK*
SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR PUBLIC SAFETY-
SCHOOL RESOURCE OFFICER PROGRAM BETWEEN CITY OF
BERKLEY AND THE BERKLEY SCHOOL DISTRICT

The Berkley School District and the Department of Public Safety have been in communication for some time exploring the possibility of creating a "Public Safety-School Resource (SRO) Program". This program would assign a BDPS Public Safety Officer (PSO) in the Schools as a full-time assignment. The SRO will have an office at Berkley High School, and will frequent and respond to all of the other schools in the District as needed. They will also assist at the Huntington Woods Department of Public Safety and the Oak Park Department of Public Safety at the Berkley Schools those cities. The SRO will assist in safety and security, education, and build a partnership/bond with students, staff, and parents. The SRO will be responsible for investigating complaints related to the Berkley School District. While the SRO will have an office at Berkley High School, they will work out of BDPS when school is not in session.

After discussion with Berkley Schools staff and BDPS administrative staff, it has been decided that Sgt. Dave Arney is the best fit for the SRO position. With his current assignment in the Detective Bureau, he has already been performing many of these duties and has developed a great relationship with many of the students, teachers, and administrators. Sgt. Arney has also attended the National Association of School Resource Officers (NASRO) Basic School Resource Officer 40 hour training course.

The intergovernmental agreement specifies that the Berkley School District will be responsible for 75% of the SRO's contractual salary. For the 2023/2024 school year, the reimbursement will be \$67,405.50.

With Sgt. Arney assigned to the Schools, the Department will hire a new PSO, who will replace an experienced road PSO, who will be assigned to the Detective Bureau to investigate cases that were previously assigned to Sgt. Arney.

Please see the attached intergovernmental agreement for additional information.

City Attorney John Staran has reviewed this agreement. The Berkley School District approved this agreement 7-0 at the July 10, 2023 Board of Education Meeting.

This program is similar to SRO programs that are very successful and popular all over the Country. My former department has had SROs since the late 1980's and I directly supervised the three SROs for one school year and commanded the unit for the last five years I was there. The SRO program was very successful in increasing safety and developing relationships. Our department also used the position as a recruiting tool and hired several graduates as police officers.

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

**INTERGOVERNMENTAL AGREEMENT
PUBLIC SAFETY-SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement, made this ____ day of _____ 2023, by and between the Berkley School District, a Michigan School District, whose address is 14501 Talbot, Oak Park, Michigan 48237, the CITY OF BERKLEY, a Michigan municipal corporation, whose address is 3338 Coolidge Highway, Berkley, Michigan 48072.

WHEREAS, the City of Berkley is a municipal government located in the County of Oakland and the State of Michigan, and Berkley School District is a public school district educating students residing within the boundaries of the unit of government which is party to this Agreement.

WHEREAS, the parties are joining together to finance and provide for a Public Safety-School Resource Officer educational program by entering into this Intergovernmental Agreement pursuant to, and under the authority of, Act 35 of the Public Acts of 1951 of the State of Michigan, as amended (MCL 124.1 et seq.).

WHEREAS, the parties hereto believe the involvement of public safety in the educational program of the community's elementary and secondary schools would be of great public benefit by affirming respect for law enforcement and assisting with informing and educating students about important and timely public safety issues, among other reasons, and that the two units of government should share the cost and responsibility for a Public Safety-School Resource Officer educational program.

NOW THEREFORE, the parties hereto agree:

1. To establish, on a school-year to school-year basis, a Public Safety-School Resource Officer Program to be carried on in the elementary and secondary schools for all students attending the Berkley School District.
2. The Public Safety-School Resource Officer will be assigned to the program by the City of Berkley Police Department after consultation with Berkley School District administration. Staffing levels will be determined collectively by representatives of the City of Berkley and Berkley School District, and through the respective budget allocation processes of the City and District. The School Resource Officer's responsibilities shall be to:
 - a. Conduct education programs.
 - b. Enforce state law and local ordinances on school premises.
 - c. Consult with, report to and take direction from the District's administrative leadership team.
3. Whereas, the officer is contracted to serve as School Resource Officer during the school-year and whereas, the officer's home base is located at Berkley High School and further, will work on a daily basis within the Berkley School District, and whereas, the supervision of the program will be as unique as the program itself, there are three (3) major areas which will require supervision:
 - a. Routine Performance and Special Duties.
 - b. Criminal Complaints.
 - c. Policy, Procedures, and Finance.

**INTERGOVERNMENTAL AGREEMENT
PUBLIC SAFETY-SCHOOL RESOURCE OFFICER PROGRAM**

4. A three (3) member Management Team comprised of the commanding officer of the City of Berkley Police (Chief or designee), the Berkley High School Principal and a Berkley School District administrator appointed by the Superintendent shall be responsible for overseeing the School Resource Officer's routine performance and special duties, and specifically to:
 - a. Manage, on a daily basis, the School Resource Officer's activities and duties.
 - b. Implement program objectives and measurement methods.
 - c. Balance the education and law enforcement roles of the School Resource Officer.
5. Whereas, the School Resource Officer is a police officer first and whereas, they must work with many law enforcement agents, as well as school and community organizations,
 - a. The respective departments will have jurisdiction over criminal complaints originating within the City of Berkley.
 - b. The officer may, from time to time, be involved with incidents which occur on school premises and shall be responsible for preparing any appropriate reports and assisting with law enforcement incidents as needed.
 - c. The officer may, from time to time, be involved with incidents which occur on Berkley School District premises outside the City of Berkley boundaries, (Huntington Woods, north Oak Park) and will be responsible for working with those respective public safety departments preparing any appropriate reports and assisting with law enforcement incidents as needed.
6. The cost of the program shall be shared by the parties hereto, on the following basis:
 - a. The cost of the program for the upcoming school-year shall be agreed to by all of the parties before the school year begins each year. The agreed upon costs shall be chronicled in each school-year's "Public Safety-School Resource Officer Program Budget," which shall be signed by the parties and incorporated into this Agreement by reference.
 - b. The Berkley School District shall be responsible for a portion of the cost, and the initial 2023-24 school year cost sharing structure is as follows: Berkley School District will pay 75% of the School Resource Officer's annual/fiscal year contractual base salary. The City of Berkley will pay the remaining 25% of the Officer's contractual base pay, and 100% of all benefits and related compensation costs associated with the Officer's position.
7. The City of Berkley shall be responsible for administering the monies for carrying on the Public Safety-School Resource Officer program. The cost to the Berkley School District hereto, on a quarterly basis, shall be invoiced by the City of Berkley, and the Berkley School District will pay within 30 business days from receipt of the invoice.
8. Upon vacancies within the Public Safety-School Resource Officer position, the City of Berkley shall make available to the Berkley School District, for District administration's consideration and selection, police officer candidate(s) willing to be in the program for a given school year. Berkley School District reserves the right to select the candidate it deems is in the best interest of the District.

**INTERGOVERNMENTAL AGREEMENT
PUBLIC SAFETY-SCHOOL RESOURCE OFFICER PROGRAM**

9. The officer involved in the program shall continue to be the employee of the City of Berkley, and shall not be an employee of the Berkley School District. The parties expect that the officer involved shall cooperate in respect to the carrying on of the program, the content of the program and all related details.
10. The Berkley School District shall provide space, a desk, a phone, and other related equipment for the officer, and shall cooperate in the program so that the officer may be involved in the public safety educational process for the benefit of as many students as possible.
11. Acknowledgement is hereby given to the Berkley School District for providing space, phone, and related equipment, and services are provided above the financial commitment required by this Agreement.
12. Various groups and organizations may, during the life of this Agreement, make contributions to the Public Safety-School Resource Officer Program. Any such contributions may be accepted and applied by the City of Berkley as approved by the Management Team.
13. This Agreement shall continue from school-year to school-year until it is terminated as provided herein, or as otherwise may be agreed upon by the parties hereto. If any party wishes to discontinue participation in the program, it shall notify the other parties to the Agreement in writing, no later than June 30 of any year. Failure to give notice of the intention to discontinue participation in the program by June 30 of any given year shall obligate each of the parties hereto to the financial obligations which are provided for herein for the ensuing school year, without the right of cancellation during the school year.
14. The percentage of the cost assigned to be paid by the Berkley School District in subparagraph 6b, above, has been specifically computed to limit the contribution of the Berkley School District to that portion of the program involving the schools under its jurisdiction. The Berkley School District shall have no responsibility for, nor any direction or supervision over, any activities or programs under this Agreement which may take place in any non-public school, that being the sole responsibility of the City of Berkley.
15. The City of Berkley shall be responsible for its respective officer(s) in the program. Each of the parties hereto shall carry proper and full liability insurance, and other appropriate lines of coverage, to protect themselves against liability or costs which may occur as a result of this Agreement, which is not paid by the City of Berkley or under its insurance policies.
16. All information that is collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable Federal and State laws. The parties recognize that student education records maintained by Berkley School District are protected by the Family Educational Rights and Privacy Act ("FERPA"), and its implementing regulations. The parties acknowledge that unless a statutory exception applies, Berkley School District may not disclose information from student education records without the written consent of the student's parent or guardian (or the written consent of the student if the student is eighteen (18) years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement shall be construed to modify the responsibilities of either party under any applicable state or federal law.
17. Any and all claims or disputes arising under or relating to this Agreement which are not resolved

**INTERGOVERNMENTAL AGREEMENT
PUBLIC SAFETY-SCHOOL RESOURCE OFFICER PROGRAM**

between the parties shall be resolved by arbitration, which shall be the sole and exclusive remedy for such matters. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Each party shall be responsible for its own costs incurred in connection with arbitration, including but not limited to costs of legal representation. The arbitrator's fees shall be shared equally by the parties. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

19. This Agreement is intended to, and hereby does, supersede and replace any and all prior agreements among the parties relative to the Public Safety-School Resource Officer program.

City of Berkley

Berkley School District

By: _____

By: _____

Bridget Dean
Its: Mayor

Roger Blake
Its: President, Board of Education

By: _____

By: _____

Matthew Baumgarten
Its: City Manager

Scott Francis
Its: Superintendent of Schools

A RESOLUTION
Of The Thirty-Ninth Council Of The City Of Berkley, Michigan
Supporting Statewide Prohibition On The Sale Of Dogs And
Cats In Pet Stores.

- WHEREAS,** most dogs and cats sold in pet stores are sourced from large-scale, inhumane commercial breeding facilities where the health and welfare of the animals is disregarded in order to maximize profits; and
- WHEREAS,** the documented abuses endemic to puppy and kitten mills include overbreeding, inbreeding, minimal or nonexistent veterinary care, lack of adequate food, water and shelter, and lack of socialization and exercise; and
- WHEREAS,** pet store puppies often endure long, stressful, unsanitary transports to pet stores in cramped conditions with other puppies, often leading to the spread of illnesses; and
- WHEREAS,** pet stores often mislead consumers about the origin, health and behavior of the puppies they sell and often sell sick and behaviorally challenged puppies from facilities that most consumers would find appalling; and
- WHEREAS,** pet store consumers often end up with sick puppies, large veterinary bills, and the heartbreak of caring for a sick puppy, or in some cases having a new puppy die; and
- WHEREAS,** current federal and state regulations do not adequately address the animal welfare and consumer protection issues associated with the sale of dogs and cats in pet stores; and
- WHEREAS,** the vast majority of pet stores, both large chains and small mom and pop shops, do not sell dogs and cats but rather sell pet food and products and offer in-demand services; and
- WHEREAS,** this resolution will not prevent consumers from obtaining the dog or cat of their choice directly from a responsible breeder or from a shelter or rescue; and
- WHEREAS,** six states have enacted prohibitions of the sale of dogs and cats in pet stores, leaving Michigan vulnerable to an influx of bad actors.

NOW, THEREFORE, BE IT RESOLVED that the Berkley City Council requests and urges the Michigan Legislature to enact state legislation prohibiting the sale of dogs and cats in pet stores.

BE IT FURTHER RESOLVED that the Berkley City Council supports and urges the Michigan Legislature to support and enact, without delay, HB 4838 introduced by Representative Penelope Tsernoglou.

BE IT FURTHER RESOLVED that the City Clerk is directed to forward certified copies of this resolution to the Michigan State Senate and House of Representatives, Governor Whitmer, the House Committee on Government Operations, Speaker of the State House Joe Tate, State Representatives Tsernoglou and Price, State Senator McMorrow, Michigan Department of Agriculture and Rural Development Director Dr. Tim Boring, Oakland County Executive Coulter, the Oakland County Board of Commissioners, the Michigan Municipal League, the Michigan Townships Association, and the Michigan Humane Society.

Introduced and Passed at a regular meeting of the Berkley City Council on July 17, 2023.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

AN ORDINANCE
of the City Council of the City of Berkley, Michigan to Add Article V, Retail Pet Store Sales, in Chapter 2, Animals, of the Berkley City Code to Prohibit Retail Pet Stores in the City from Selling Dogs, Cats, or Rabbits.

THE CITY OF BERKLEY ORDAINS:

SECTION 1: New Article V, Retail Pet Store Sales, shall be added to Chapter 22, Animals, of the Berkley Code of Ordinances, as follows:

ARTICLE V. RETAIL PET STORE SALES

Sec. 22-100. Purpose.

The purpose of this Article is to prohibit retail pet stores in the City from selling dogs, cats, or rabbits.

Sec. 22-101. Definitions.

For the purposes of this Article, the following terms have the following meanings:

- (a) *Retail pet store* means a commercial establishment that sells or offers for sale animals on its premises at retail that are not bred at the establishment.
- (b) *Animal control shelter* means a facility operated by the State, County, or City, or by a non-profit organization under contract with the State, County, or City, for the impoundment and care of animals that are delivered to or held by the facility, including found, recovered, abandoned, unwanted, or surrendered animals, and which does not breed animals or obtain, in exchange for payment or other consideration, animals from a breeder.
- (c) *Animal protection shelter* means a facility operated on a not-for-profit basis by a person, humane society, society for prevention of cruelty to animals, or other non-profit organization whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt and place them in good homes. "Animal protection shelter" does not include any organization that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or other consideration, dogs, cats, or rabbits from; or (4) facilitates the sale of dogs, cats, or rabbits obtained from a person who breeds animals.

Sec. 22-102. Prohibition of Sale of Dogs or Cats by Retail Pet Stores.

A retail pet store located in the City is prohibited from selling, adopting, exchanging, transferring, or offering for sale, adoption, exchange, or transfer dogs, cats, or rabbits. This section does not prohibit a retail pet store from collaborating with and providing space to an animal protection shelter or an animal control shelter to showcase dogs, cats, or rabbits available for adoption on a not-for-profit basis. The retail pet store may not charge or retain an adoption fee or any other fee for providing space to showcase any such dog, cat, or rabbit.

Sec. 22-103. Existing Retail Pet Stores Exception.

Notwithstanding the prohibition in Sec. 22-102, above, a retail pet store that is in operation in the City and in compliance and good standing with applicable state laws and city ordinances on the effective date of this article, and that prior to the effective date of this article engaged in selling or offering for sale dogs, cats, or rabbits as a regular and principal business activity, may temporarily continue to sell or offer for sale dogs, cats, or rabbits, at that store through and until [24 mos. out - *Date to be inserted*], subject to the following requirements and conditions:

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

for a violation issued by any government agency relating to unlawful, inhumane, or improper breeding practices or conditions.

- (d) The retail pet store, after sale, exchange, transfer, or death of a dog, cat, or rabbit, shall file with the City Clerk notification of the final disposition of the animal.

Sec. 22-104. Violation.

A violation of this article is a municipal civil infraction, and upon determination of responsibility shall be punishable by a civil fine of not more than \$500, and/or such other sanctions and remedies as authorized in Article IX of Chapter 82 of the Code of Ordinances.

SECTION 2: Severability Clause

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

SECTION 3: Effective Date

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

SECTION 4: Publication

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

Introduced on the First Reading at the Regular City Council Meeting on _____.

Adopted on the Second Reading at the Regular City Council Meeting on _____.

Bridget Dean, Mayor

Attest:

Victoria E. Mitchell, City Clerk

July 17, 2023 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the continuing partnership with DG Energy Company LLC, 42690 Woodward Ave Suite 360, Bloomfield Hills, MI 48304 to provide and install one (1) EV charger at Oxford Park, at a cost not to exceed \$33,335.00. Funds for this expenditure will come from account 101-265-971-150.

Ayes:

Nays:

Motion:

MEMORANDUM



To: Matthew Baumgarten, City Manager

From: Alex Brown, Facilities Manager

Date: July 10, 2023

Subject: Approval of agreement with DG Energy to install one (1) EV charger at Oxford Park

As part of the continued implementation of the 2019 Energy Plan and with funds passed as part of the FY 2022-2023 budget. We are partnering again with DG Energy to furnish and install one (1) EV charging station at Oxford Park.

I'd like to recommend the approval of their proposal to furnish and install one (1) EV charger at Oxford Park at a price not to exceed \$33,335.00. We will also receive a \$4000 rebate as part of the DTE EV charging program. The funds for this expenditure will come from account 101-265-971-150.

As always, do not hesitate to contact me with any questions regarding this matter.



D G Energy Company LLC
 42690 Woodward, Suite 360
 Bloomfield Hills Mi 48304
www.dgenergy.net
 O.248.454.1025

Date	Est #
04/11/23	CoB-002

P.O. #	Project	Terms
	2	

Item	Description	Qty	Rate	Total
EVCS MidCour EV Charge	EVCS Chargers, Installation, Energize, Program & Clean up			
	MC-AX 48A LAN+WiFi+4G, RFID Cards, OCPP Support -Dual Pedestal Base Level 2 EV Charging Stations -16' cable with management, 5" Display -Network Services-L2-(3) years.... Per port -One time Provisioning...Per port	1	\$7,450	\$7,450
		2	\$875	\$1,750
		2	\$180	\$360
	Berkley-Oxford Park EV Charging Stations Installation The following includes the labor and materials including a new 45A 3PH breaker into the existing 480v panel, a new 30kva outdoor rated transformer (480v - 208/120), a new 12 space 125A outdoor rated panel with main breaker hold down kit, 100A main breaker back fed to the panel, and (2) 2pole 40A breakers for the EV circuits. We have to construct a simple Uni-strut stand for the new gear which we propose gets mounted right next to the existing panels and meters. We are estimating 60' runs for the pipe and wire for the EV circuits, trenched underground and parallel to the sidewalk and parking lot, cutting through the sidewalk and mounting the stations right up against the top of the curb and just before the parking spaces. The project includes the simple commissioning of the units, the permit and final inspection, Miss Dig visit and marking, cement cutting and pedestal base, and the labor to install all of the previously listed materials.			
	Labor costs associated with above listed project - 45 amp 480v 3pole breaker - (1) 30 KVA, 3PH, General Purpose Dry Type Transformer 480V - 208Y/120 - W/Lug kit - 12 space 125A outdoor rated panel with main breaker hold down kit - 100A main breaker - (2) 2pole 40A breakers - outdoor rated gear and mounting materials - cement cutting and replaced - 1 cement pedestal base - trenching - PVC, conduit, Unistrut, and wire - Miss Dig - Permit - Simple commissioning - Post Guard/Bollard- BDB 4-42 bolt-down bollard, schedule 40 steel, 4" x 42", powder coat yellow, anchors and lag bolts	1	\$19,750	\$19,750
	City Plan Review	1	\$3,500	\$3,500

Subtotal-EVCS Install & Eng	\$32,810.00
Shipping	\$525
Sales Tax	NA
Total Cost	\$33,335.00
Potential Rebate Upon Activation	\$4,000

"This invoice / contract serves as a Notice of Commencement and a Lien of Furnishings."
 Subject to manufacturer's published terms and conditions of sale, and Warranties Apply unless otherwise noted.
 Prices are for material provided in estimate; also, all taxes unless otherwise noted. Pricing is based on an order for the complete bill of material. A 1-1/2% Service Charge 18% per annum fee if a account becomes more than 15 days past due. All claims and returned goods MUST be accompanied by estimate # CoB-002

***MidCour requires 50% deposit upon order with balance due upon shipping**

MC-AX Series

48A-11kW Single Phase Wall-mount EV AC Charger



- Ideal for commercial EV charging
- LAN-Wi-Fi or LAN-Wi-Fi-4G options for connection for Central Management System
- Supports RFID card & QR code for user authentication and management
- Input: 200Vac~240Vac
- Modern, ergonomic and customizable design
- Optional 5 inch LCD display
- IP protection class for outdoors: NEMA4
- Supports Over the Air Technology
- Charging interface: SAE J1772 (Type 1)
- Supports OCPP 1.6 JSON (Upgradeable to 2.0)
- Supports RS232/485 external communication interface (Optional)
- Supports ISO 15118 protocol
- Supports dynamic output load distribution, making the field power configuration planning of charging stations more flexible

Applications

- Parking garages, hospitality & retail
- Commercial fleet operators
- EV infrastructure operators and service providers
- EV dealer workshops



Model Name	AXLU111
Safety	UL/Cul (North America)
Product Photo	

Power Specification

AC Input	Input Rating	Single-phase: 200~240Vac
	AC Input Connection	L1/L2/GND or L/N/PE
	Input Current	48A
	Frequency	50Hz/60Hz
AC Output	Output Current	48A
	Output Power	11kW

User Interface & Control

Display	LED pilot lamp (standard), 5-inch LCD (Optional)
User Authentication	RFID (ISO/IEC 14443A/B, ISO/IEC 15693, FeliCa™, Mifare), ISO 15118
Meter	Meter IC(1% Accuracy)

Communication

External	LAN+WiFi (standard) or LAN+4G+WiFi (Optional)
Internal	OCPP 1.6 JSON (Upgradeable to 2.0) EEBUS (support in 2022)

Environmental

Operating Temperature	-30C to +50 °C (standard) or -20 °C to +50 °C (with payment system)
Humidity	< 85% (RH) @ 50 °C
Altitude	≤ 2000m
Enclosure Protection (IK/IP Level)	NEMA TYPE 4
Cooling Method	Natural Cooling

Mechanical

Dimension(WxDxH)	Approx. 295 x 158 x 505mm
Weight	<7kg (with socket); <10kg (with plug)
Cable Length	5m / 7.5m (Option and need to use cable management)

Protection

RCD/CCID	CCID 20
Input Side	UVP, OVP, Surge protection, Ground fault
Output Side	OCP, Control pilot fault, Residual current protection
Protocol	OTP, Relay welding detection, CCID self-test, MCU function fault detection

Regulation

Certificate	UL2594, UL2231-1/-2, CTEP Energy Star
Wireless Certificate	FCC/IC
Charging Interface	SAEJ1772 Type 1 Plug

