

**CITY OF BERKLEY PUBLIC NOTICE
REGULAR CITY COUNCIL MEETING
Monday, March 18, 2024
7:00 P.M. – City Hall
248-658-3300**

**CALL 40th 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 40th Regular City Council meeting on Monday, March 4, 2024 and Special City Council meeting on Monday, February 26, 2024.
2. **WARRANT**: Matter of [approving Warrant](#) No. 1396.
3. **MOTION NO. M-14-24**: Matter of [approving the agreement](#) for IT Services between Oakland County and City of Berkley and authorizing the City Manager to sign on the City's behalf.
4. **ORDINANCE NO. O-03-24**: Matter of [considering the Second Reading](#) and Adoption of an ordinance to amend Section 30-107, Inspection of owner-occupied business properties of the City of Berkley Code of Ordinances to update the policies and procedures for inspection of owner-occupied business properties.
5. **PROCLAMATION NO. P-02-24**: Matter of [receiving a Proclamation](#) of Appreciation for Former Mayor Maybelle Fraser.

Regular Agenda

1. **RECOGNITIONS/PRESENTATIONS**: Matter of receiving any recognitions or presentations from the Consent Agenda.
2. **PRESENTATION**: Matter of [receiving a presentation](#) from the City of Berkley Tree Board.
3. **PRESENTATION**: Matter of [receiving a presentation](#) from Communications Director Caitlin Flora regarding the City's new website.
4. **MOTION NO. M-15-24**: Matter of [approving the contract](#) with Johnson Controls to complete Phase 1 of the HVAC replacement project at a cost of \$1,936,690. This project is being funded by both a federal and state grant.
5. **MOTION NO. M-16-24**: Matter of [approving the "Berkley Art Bash" event](#) on Saturday, June 8, 2024 from 10 a.m.-6 p.m. on 12 Mile Road for the Berkley Area Chamber of Commerce, P.O. Box 72-1253. Approval is conditional upon the submission of required items and documents prior to event dates.
6. **MOTION NO. M-17-24**: Matter of [approving the "Berkley Street Art Fest" event](#) on Saturday, July 13, 2024 from 11 a.m.-5 p.m. on Coolidge Highway between Catalpa and Beverly for the Berkley Area Chamber of Commerce, P.O. Box 72-1253. Approval is conditional upon the submission of required items and documents prior to event dates.
7. **MOTION NO. M-18-24**: Matter of [considering the Special Land Use approval](#) for 2758 Coolidge. The applicant, Daniel Haberman, on behalf of Upper Michigan Land Company, is requesting approval for the occupation of the property to be used as an office in the Downtown District, on the east side of Coolidge Highway, south of Franklin Road.
8. **MOTION NO. M-19-24**: Matter of [approving the appointment](#) to Boards and Commissions.

9. **RESOLUTION NO. R-05-24:** Matter of [adopting a resolution](#) urging State leaders to address the inadequacy of State Statutory Revenue Sharing and encouraging other Michigan cities to join in this effort.

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 FORTIETH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 7:00 PM ON MONDAY, MARCH 4, 2024 BY MAYOR PRO TEM GAVIN

PRESENT: Councilmember Steve Baker
Councilmember Clarence Black
Mayor Pro Tem Ross Gavin
Councilmember Dennis Hennen
ABSENT: Mayor Bridget Dean

Councilmember Gregory Patterson
Councilmember Jessica Vilani

OTHER STAFF PRESENT:

City Manager Matt Baumgarten
City Attorney Ann Christ
City Clerk Victoria Mitchell
Treasurer Bryan Bemis
Community Development Director Kristen Kapelanski
DPW Director Shawn Young
Director of Public Safety Matt Koehn
Emergency Management Manager Jack Blanchard

APPROVAL OF AGENDA

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

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

Carla Osborn, Berkley, spoke regarding ordinances O-15-23. She said required information is not displayed or available.

Scott Roberts, Attorney for Seven Points Dispensing, spoke regarding O-02-24. He requested that O-02-24 be taken off the consent agenda so that it could be discussed in detail.

Andrew Vukovich, Attorney for Seven Points Dispensing, outlined several points why O-02-24 should be removed from the consent agenda.

Jim Smith, Berkley, one of 58 Berkley Public Safety Department retirees. He spoke regarding recent timeliness issues of checks and tax documents.

Jessica Worrel, Berkley Cares Food Pantry, let residents know they are still there and ask for donations. They have had to cut distribution from weekly to bi-weekly because of a lack of donations

and the amount of people in need. Visit their website to see a list of donations and volunteer opportunities.

Merrick Farber, on behalf of Seven Point Dispensing, spoke regarding O-02-24.

Hillary Bahri, on behalf of Yellow Tail, spoke regarding O-02-24.

Consent Agenda

Councilmember Hennen moved to approve the following Consent Agenda, seconded by Councilmember Black:

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 40th Regular City Council meeting on Monday, February 5, 2024, Special City Council meeting on Monday, February 5, 2024, and Special Work Session on Wednesday, February 7, 2024.

WARRANT: Matter of approving Warrant No. 1395.

ORDINANCE NO. O-02-24: Matter of considering the Second Reading and Adoption of an ordinance to amend Article XV, Marihuana Businesses, Section 30-806, License application evaluation, and Section 30-807, License limit, in Chapter 30, Businesses, of the City of Berkley Code of Ordinances.

Ayes: Hennen, Patterson, Vilani, Black and Gavin
Nays: Baker
Absent: Dean
Motion Approved.

Regular Agenda

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

None

RESOLUTION NO. R-02-24: Matter of approving a charitable gaming license resolution recognizing the Berkley Football Boosters as a charitable organization.

Councilmember Patterson moved to approve Resolution No. R-02-24

Seconded by Councilmember Vilani

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

Nays: None

Absent: Dean

Resolution R-02-24 Approved.

MOTION NO. M-09-24: Matter of approving the purchase of (1) 2024 Ford F150 Super Crew 4x4 Police Responder Pickup for \$49,273 for the Department of Public Safety from Lunghamer Ford, 1960 East Main Street, Owosso, MI 48867 from the Vehicles Account 101-345-985-000. This vehicle will replace an existing patrol vehicle that was totaled in a crash and be purchased via the 2024 Vehicle State of Michigan Contract No. 071B7700180 and Macomb County Contract No. 21-18 Bid.

Councilmember Hennen moved to approve Motion No. M-09-24

Seconded by Councilmember Baker

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

Nays: None

Absent: Dean

Motion No. M-09-24 Approved.

MOTION NO. M-10-24: Matter of approving the purchase and installation of a new Four Post Vehicle Lift from Equipment Distributors Inc. for the amount of \$17,781.91. Funds are allocated in the 2023-2024 Fiscal Budget under account number 101-443-982-000 Public Works Garage Equipment.

Councilmember Baker moved to approve Motion No. M-10-24

Seconded by Councilmember Patterson

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

Nays: None

Absent: Dean

Motion M-10-24 Approved.

MOTION NO. M-11-24: Matter of approving the agreement with the Michigan State Housing Development Authority (MSHDA) to provide federal funds under the Michigan Homeowner Assistance Fund (MIHAF) to help assist qualifying residents at no cost.

Councilmember Patterson moved to approve Motion No. M-11-24

Seconded by Councilmember Vilani

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

Nays: None

Absent: Dean

Motion M-11-24 Approved.

Clerk Mitchell read the following email into the record:

Hello, my name is Marla Meltzer and I have been a resident of Berkley for 22 years. I am asking the city council to please approve the MSHDA/Mihalf program so that myself and other residents with Covid related problems and illnesses can get assistance from the program. The city has to be a partner of Mihaf in order for a Berkley resident to get help with their water bill. There is absolutely no cost to the city. Thank you for your time.

RESOLUTION NO. R-03-24: Matter of approving a resolution authorizing the adoption of the Oakland County Multi-jurisdictional Hazard Mitigation Plan.

Councilmember Black moved to approve Resolution No. R-03-24

Seconded by Councilmember Patterson

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

Nays: None

Absent: Dean

Resolution R-03-24 Approved.

RESOLUTION NO. R-04-24: Matter of considering updates to the Berkley Community Development Department Fee Schedule, effective March 5, 2024.

Councilmember Hennen moved to approve Resolution No. R-04-24

Seconded by Councilmember Vilani

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

Nays: None

Absent: Dean

Resolution R-04-24 Approved.

ORDINANCE NO. O-03-24: Matter of considering the First Reading of an ordinance to amend Section 30-107, Inspection of owner-occupied business properties of the City of Berkley Code of Ordinances to update the policies and procedures for inspection of owner-occupied business properties.

Councilmember Patterson moved to approve Ordinance No. O-03-24

Seconded by Councilmember Hennen

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

Nays: None

Absent: Dean

Ordinance O-03-24 Approved.

MOTION NO. M-12-24: Matter of authorizing the City Manager to sign the Application for Additional Service Credit Purchase for Laurie Fielder approving two years of additional service credit. This purchase is allowed by the City of Berkley MERIT System of Human Resource Management Section 1001.08 and meets all of the requirements of the MERS Plan Document which would allow for this service credit purchase.

Councilmember Vilani moved to approve Motion No. M-12-24

Seconded by Councilmember Patterson

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

Nays: None

Absent: Dean

Motion M-12-24 Approved.

MOTION NO. M-13-24: Matter of authorizing the City Manager to sign the Application for Additional Service Credit Purchase for Shawn Young approving five months of additional service credit. This purchase is allowed by the City of Berkley MERIT System of Human Resource Management Section 1001.08 and meets all of the requirements of the MERS Plan Document which would allow for this service credit purchase.

Councilmember Patterson moved to approve Motion No. M-13-24

Seconded by Councilmember Vilani

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

Nays: None

Absent: Dean

Motion M-13-24 Approved.

COMMUNICATIONS

COUNCILMEMBER HENNER

- Tree Board met last week, they are looking at fund raising opportunities. Minor update to tree ordinance probably coming at next meeting, which will be March 25th.
- Zoning Board of Appeals has been very busy. The gas station at 11 Mile was denied their request for a use variance based on the fact that it hadn't been a gas station for over 8 years and had lost its non-conforming status and that there are other uses the property can be used for. A variance for building a home on an empty lot on Columbia between Stanford and Woodward was approved. A parking variance was granted for the warehouse at the former Drought location. They have no cases to hear in March.
- Hennen said our communications just aren't working; we need to do better and something has to change.

COUNCILMEMBER BLACK

- Working with Director Flora this week regarding CEAC/TAC. He had a chance to work on Veteran's Day and Black History Month video; director Flora was there in support. It was very good to have a team atmosphere and have Team Berkley representing us.

COUNCILMEMBER BAKER

- Downtown Development Authority met on February 14th: On the West side of 12 Mile the DDA and DTE are working to add additional places for lights and holiday decorations; work is being done to add additional art installations throughout our downtown. For more information or to see any of the other cool things that are coming up as we head into St. Patrick's Day check out downtownberkley.com
- March is Women's History Month. In honor of Women's History Month there's a special exhibit honoring Maybelle Fraser; it's a fantastic display. The Museum is open on Sundays from 2-4 pm and on Wednesdays from 10am – 1pm.
- It was Norman Peele who once said, "The more you practice the art of thankfulness the more you have to be thankful for." Said he wanted to build on that with a personal note of gratitude

and appreciation for those in council chambers and those who choose to watch meetings online.

- Please hug someone you love as they need it more than you think they do.

COUNCILMEMBER VILANI

- Echoed comments of Jess Worrel: food insecurity is real for some of our residents and surrounding neighborhoods, so if you have even just a little bit to give, it's always a great thing.
- The Berkley Environmental Advisory Committee will meet on March 19th at 6:30 pm in the second-floor conference room of Public Safety.
- Berkley Chamber sponsorships are available because summer and our art festivals are right around the corner; the Berkley Art Bash, along 12 Mile, will be on June 8th and the Street Art Fest, along Coolidge, will be on July 13th. The March Chamber Chat is March 15th at the American Legion, no registration necessary. March is National Reading Month; it's a great time to pick up a book and get lost in a story. The Berkley Public Library has a multitude of books and a therapy Doodle making several reading visits this month.

COUNCILMEMBER PATTERSON

- Planning Commission met last week and considered three items on the agenda: two special land uses, a business on the first floor on Coolidge and a daycare on Mortenson, as well as a Jewish Community Center on Woodward. March 19th is the next regular meeting.

CITY MANAGER MATT BAUMGARTEN

- City staff is in the midst of our budget cycle right now; Finance Director Johnson has been compiling department budgets into a draft document. Thanked each member of staff as well as the directors who have spent the last month or so compiling a list of needs and items we would like to see funded. We are on course to having this public draft out to the community in early April, 3-4 weeks ahead of our usual timeline. It will absolutely have robust discussion around it, the city has to prioritize its funding in light of revenues not being where we'd like them to be at this point. Lots of conversation to be had. He thanked Council for adopting a strategic plan that has been incredibly helpful.

CITY ATTORNEY ANN CHRIST

- None.

MAYOR PRO TEM GAVIN

- Parks and Recreation Advisory Board will next meet on April 11th at 7 pm in the Community Center.
- The Library Board will next meet on March 20th at 7 pm.

ADJOURNMENT:

Councilmember Patterson moved to adjourn the Regular Meeting at 8:13 pm

Seconded by Councilmember Vilani

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

Nays: None

Absent: Dean

Motion Approved.

Ross Gavin, Mayor Pro Tem

ATTEST:

Victoria Mitchell, City Clerk

Bridget Dean, Mayor

ATTEST:

Victoria Mitchell, City Clerk

DRAFT



CITY OF BERKLEY
CHECK WARRANT
#1396
FEBRUARY 2024

Check Date	Check #	Payee	Description	Amount
02/01/2024	74632	MiSDU	PAYROLL DEDUCTIONS	1,240.69
02/01/2024	74633	MISSION SQUARE RETIREMENT-107930	ICMA 457 W/H 401 ICMA DEFERRED	243.64 438.54 682.18
02/01/2024	74634	MISSION SQUARE RETIREMENT-303792	ICMA 457 W/H	2,815.11
02/01/2024	74635	MISSION SQUARE RETIREMENT-706259	ICMA ROTH IRA	10.00
02/01/2024	74636	NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE 457 W/H	6,368.45
02/08/2024	74637	MICHIGAN CHANDELIER	MAINTENANCE SUPPLIES	496.00
02/15/2024	74638	1-800-HANSONS LLC	BBB23-0036 - PB23-0174	75.00
02/15/2024	74639	21ST CENTURY MEDIA - MICHIGAN	ADVERTISING	442.89
02/15/2024	74640	AARON BUILDERS INC.	BBA23-0005 - PB23-0006	100.00
02/15/2024	74641	ACUITY SPECIALTY PRODUCTS, INC.	VEHICLE SUPPLIES	157.57

02/15/2024	74642	AERO/PACIFIC DRAPERY	BUILDING IMPROVEMENTS	1,650.00
02/15/2024	74643	ALCO GLASS-MIRROR INC.	BERKLEY PLAZA PROJECT	1,500.00
02/15/2024	74644	ALEX NEELEY	BBA22-0042 - PB22-0080	100.00
02/15/2024	74645	ALLEGION ACCESS TECHNOLOGIES	EQUIPMENT MAINTENANCE	254.00
02/15/2024	74646	ALPHA PSYCHOLOGICAL SERVICES	DISPATCH MEDICAL EXPENSES	1,150.00
02/15/2024	74647	AMAZON CAPITAL SERVICES	INVENTORY - FUEL & OIL	99.99
			HISTORIC COMMITTEE	430.81
			MAINTENANCE SUPPLIES	19.49
			SUPPLIES	97.59
			BUILDING MAINTENANCE	574.99
			VEHICLE SUPPLIES	21.66
				1,244.53
02/15/2024	74648	AMERICAN ASSOCIATION FOR STATE AND	HISTORIC COMMITTEE	98.00
02/15/2024	74649	AMERICAN FIRE PROTECTION SERVICES	BUILDING MAINTENANCE	153.00
02/15/2024	74650	AMY LEIGH	FUEL & OIL	148.09
02/15/2024	74651	AT&T	TELEPHONE	536.01
			TELEPHONE	1,410.56
			TELEPHONE	253.90
			TELEPHONE	253.90
			TELEPHONE	366.74
				2,821.11

02/15/2024	74652	AT&T	TELEPHONE	2,371.78
			TELEPHONE	338.83
			TELEPHONE	169.41
			TELEPHONE	169.41
			TELEPHONE	338.83
				<hr/>
				3,388.26
02/15/2024	74653	AT&T	CONTRACTUAL SERVICES	164.41
02/15/2024	74654	BALDWIN PUBLIC LIBRARY	LIBRARY COOP	13.60
02/15/2024	74655	BASEMENT WATERPROOFING OF MI	BBB21-0154 - PB21-0522	75.00
02/15/2024	74656	BELL EQUIPMENT COMPANY	VEHICLE SUPPLIES	2,915.13
02/15/2024	74657	BLOOMFIELD CONSTRUCTION	BBB23-0067 - PB23-0314	75.00
02/15/2024	74658	BREANNA YOUNG	CONTRACTUAL SERVICES	2,719.50
02/15/2024	74659	CAMELOT CLEANERS	PRISONER BOARD	145.80
02/15/2024	74660	CARL JOHNSON	CONSULTANT	3,000.00
02/15/2024	74661	CARLISLE / WORTMAN	CONSULTANT	1,555.00
			CONTRACTUAL SERVICES	9,727.50
				<hr/>
				11,282.50
02/15/2024	74662	CHARLAINE STEVENSON	MEETINGS & CONFERENCES	89.60
02/15/2024	74663	CHRISTOPER & JULIE GRIDER	SUNDRY REVENUE	119.83

02/15/2024	74664	CHRISTOPHER FUTO	BBB19-0120 - PB19-0433	75.00
02/15/2024	74665	CINTAS	MEDICAL SUPPLIES	77.11
02/15/2024	74666	CINTAS	EQUIPMENT	93.21
02/15/2024	74667	CINTAS	CUSTODIAL SERVICES	148.45
			CUSTODIAL	148.45
				296.90
02/15/2024	74668	CONTRACTORS CLOTHING CO.	UNIFORMS	62.96
02/15/2024	74669	CORELOGIC	SUNDRY REVENUE	171.25
02/15/2024	74670	COREY MILLER	VEHICLE MAINTENANCE	135.00
02/15/2024	74671	CUMMINS SALES AND SERVICE	VEHICLE MAINTENANCE	1,814.54
02/15/2024	74672	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE - DPW	463.98
			VEHICLE SUPPLIES	540.00
				1,003.98
02/15/2024	74673	DELANG FLUID POWER, INC.	VEHICLE SUPPLIES	2,000.00
02/15/2024	74674	DES MOINES STAMP MANUFACTURING CO.	OFFICE SUPPLIES	126.00
02/15/2024	74675	DETROIT SALT COMPANY	PROGRAM SUPPLIES	8,459.07
			PROGRAM SUPPLIES	3,625.32
				12,084.39
02/15/2024	74676	DETROIT SALT COMPANY	PROGRAM SUPPLIES	8,416.91

			PROGRAM SUPPLIES	3,607.25
				12,024.16
02/15/2024	74677	DURST LUMBER CO	MAINTENANCE SUPPLIES	17.18
0			RANGE/TRAINING SUPPLIES	11.16
			VEHICLE SUPPLIES	4.59
				32.93
02/15/2024	74678	EQUIPMENT DISTRIBUTORS	VEHICLE SUPPLIES	448.00
02/15/2024	74679	EVA MITCHELL	PART TIME EMPLOYEES	172.50
02/15/2024	74680	EVERDRY WATERPROOFING	BBA23-0200 - PB23-0370	65.00
02/15/2024	74681	FERGUSON WATERWORKS #3386	EQUIPMENT	333,299.38
02/15/2024	74682	FIRE DEFENSE EQUIPMENT COMPANY	VEHICLE SUPPLIES	82.32
			BUILDING MAINTENANCE	622.39
				704.71
02/15/2024	74683	FOUNDATION SYSTEMS OF MICHIGAN	BBA23-0208 - PB23-0386	100.00
02/15/2024	74684	FRONT LINE SERVICES, INC.	DATA PROCESSING	1,000.00
			FIRE TRUCK MAINTENANCE	0.00
				6,350.87
02/15/2024	74685	GORDY OLIVA REMODELING	BBB17-0122 - PB17-0499	75.00
02/15/2024	74686	GREAT LAKES BUILDING CO.	BBE23-0012 - PB23-0164	800.00
02/15/2024	74687	GREAT LAKES PEST CONTROL CO	BUILDING MAINTENANCE	60.00
			PEST CONTROL	40.00

				100.00
02/15/2024	74688	GREAT LAKES SECURITY HARDWARE	FUEL & OIL	1,656.48
02/15/2024	74689	GUARDIAN ALARM	CONTRACTUAL SERVICES	344.03
02/15/2024	74690	GUNNERS METERS & PARTS INC.	EQUIPMENT	560.00
02/15/2024	74691	HAFELI, STARAN, & CHRIST, P.C.	CITY ATTORNEY	6,158.75
02/15/2024	74692	HERSCH'S INC.	PROGRAM SUPPLIES	448.00
02/15/2024	74693	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	200.66
			BUILDING MAINTENANCE	208.60
				409.26
02/15/2024	74694	HOME INSPECTION PLUS INC.	BBA21-0166 - PB21-0359	50.00
02/15/2024	74695	HUBBELL, ROTH & CLARK	HEAT/COOLING	5,330.15
02/15/2024	74696	HYDROCORP	CROSS CONNECTIONS	1,658.00
02/15/2024	74697	IAN KINDER LLC	CONTRACTUAL SERVICES	148.00
02/15/2024	74698	IMAGE PRINTING	OFFICE SUPPLIES	255.00
02/15/2024	74699	INTERNATIONAL CODE COUNCIL	BOOKS / PERIODICALS	303.48
02/15/2024	74700	INTERSTATE BILLING SERVICE	VEHICLE MAINTENANCE	1,393.47

02/15/2024	74701	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	7,725.90
			CONTRACTUAL SERVICES	3,311.11
				11,037.01
02/15/2024	74702	JACK DOHENY COMPANIES, INC.	VEHICLE MAINTENANCE	3,082.16
			EQUIPMENT	278.65
			VEHICLE	417,323.23
				420,684.04
02/15/2024	74703	JANINE BRAUN	DDA - EVENTS	2,851.00
02/15/2024	74704	JASON D. PAVLICK & RACHEL L. HARBIN	BBB21-0160 - PB21-0536	75.00
02/15/2024	74705	JOHN MCCARTER CONSTRUCTION	BBA23-0141 - PB23-0258	100.00
02/15/2024	74706	JOSEPH CENTORBI	Water	270.03
02/15/2024	74707	JVK CONSTRUCTION	BBA23-0162 - PB23-0288	100.00
02/15/2024	74708	KAILA WELCHER	PART TIME EMPLOYEES	172.50
02/15/2024	74709	KANOPY, INC.	DOWNLOADABLE CONTENT	253.30
02/15/2024	74710	KARYN CARRICO	BOOKS / PERIODICALS	140.00
02/15/2024	74711	KEARNS BROS. INC.	BBA23-0161 - PB23-0287	50.00
02/15/2024	74712	KELRAY CONSTRUCTION INC.	BBB23-0103 - PB23-0422	75.00
02/15/2024	74713	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	9.10

OFFICE EQUIPMENT RENTAL	22.67
OFFICE EQUIPMENT MAINTENANCE	21.33
OFFICE EQUIPMENT RENTAL	126.75
OFFICE EQUIPMENT RENTAL	22.67
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	202.52

02/15/2024	74714	LARRY'S WELDING SUPPLY	VEHICLE SUPPLIES	62.65
02/15/2024	74715	LEIGHANN JANKOWSKI	CONTRACTUAL SERVICES	92.40
02/15/2024	74716	LERETA, LLC	SUNDRY REVENUE	422.65
02/15/2024	74717	MALOVER INK INC.	STATIONARY	513.95
02/15/2024	74718	METRO PUMP SERVICE	FUEL & OIL	435.00
02/15/2024	74719	MICHIGAN PETROLEUM	FUEL & OIL	126.19
02/15/2024	74720	MIDWEST TAPE	DOWNLOADABLE CONTENT	460.26
02/15/2024	74721	MiSDU	PAYROLL DEDUCTIONS	1,240.69
02/15/2024	74722	MISSION SQUARE RETIREMENT-107930	ICMA 457 W/H	243.64
			401 ICMA DEFERRED	438.54
				<hr/>
				682.18
02/15/2024	74723	MISSION SQUARE RETIREMENT-303792	ICMA 457 W/H	2,799.23
02/15/2024	74724	MISSION SQUARE RETIREMENT-706259	ICMA ROTH IRA	10.00
02/15/2024	74725	MONGER'S PROVISIONS	BBA22-0241 - PB22-0479	100.00

02/15/2024	74726	NADA ABBATE	DDA - EVENTS	2,500.00
02/15/2024	74727	NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE 457 W/H	6,427.54
02/15/2024	74728	NELSON BROTHERS SEWER & PLUMBING	BUILDING MAINTENANCE	205.00
02/15/2024	74729	NOBEL CONCRETE AND CONSTRUCTION	BS22-0012 - PZC22-0101	200.00
02/15/2024	74730	NYE UNIFORM	UNIFORMS	101.90
			UNIFORMS-CLEANING AND PURCHASES	711.60
			UNIFORMS-CLEANING & PURCHASES	1,295.00
				2,108.50
02/15/2024	74731	O'REILLY AUTOMOTIVE, INC.	VEHICLE MAINTENANCE - DPW	215.65
			VEHICLE SUPPLIES	330.52
			PROFESSIONAL DEVELOPMENT	285.00
				831.17
02/15/2024	74732	OAKES ROOFING SIDING & WINDOWS INC.	BBB21-0050 - PB21-0177	75.00
02/15/2024	74733	OAKLAND COUNTY	DATA PROCESSING	2,886.00
			INTEREST EXPENSE	6,717.99
			DEBT PRINCIPAL	371,085.45
				380,689.44
02/15/2024	74734	OAKLAND SCHOOLS PRODUCTION	POSTAGE-PRINTING-MAILING	2,420.80
02/15/2024	74735	OTIS ELEVATOR	BUILDING MAINTENANCE	8,157.96
02/15/2024	74736	OVERLAND CONTRACTING, INC.	BBA21-0128 - PB21-0286	100.00

02/15/2024	74737	PITNEY BOWES GLOBAL FINANCIAL SERV.	OFFICE EQUIPMENT RENTAL	799.14
02/15/2024	74738	PITNEY BOWES INC.	OFFICE EQUIPMENT RENTAL POSTAGE-PRINTING-MAILING	10.00 161.80 <hr/> 171.80
02/15/2024	74739	PREMIER CONSTRUCTION	BBA23-0132 - PB23-0247	100.00
02/15/2024	74740	PRINTING SYSTEMS	STATIONARY STATIONARY	754.74 1,410.60 <hr/> 2,165.34
02/15/2024	74741	PRO IMAGE DESIGN	BSB23-0019 - PS23-0019	50.00
02/15/2024	74742	PROGRESSIVE PLUMBING SUPPLY CO.	EQUIPMENT	107.27
02/15/2024	74743	RAD HATTER MARKETING	CONTRACTUAL SERVICES	4,200.00
02/15/2024	74744	RAUHORN ELECTRIC, INC.	CONTRACTUAL SERVICES STREETSCAPE IMPROVEMENTS	31,786.42 64,536.06 <hr/> 96,322.48
02/15/2024	74745	RGF COMPANIES INC	BBA23-0075 - PB23-0127	50.00
02/15/2024	74746	ROAD COMMISSION OF OAKLAND CO	EQUIPMENT MAINTENANCE EQUIPMENT MAINTENANCE	650.32 5,852.80 <hr/> 6,503.12
02/15/2024	74747	ROOF ONE LLC	BBB21-0113 - PB21-0402	75.00
02/15/2024	74748	RYAN & PAIGE KOSMYNKA	BBA23-0226 - PB23-0423	50.00

02/15/2024	74749	RYAN HANSEN	SUNDRY REVENUE	1,812.91
02/15/2024	74750	S/E OAK. CTY WATER AUTHORITY	BULK WATER	73,122.56
02/15/2024	74751	SABO PR	CONTRACTUAL SERVICES	1,683.50
02/15/2024	74752	SALIENT SIGN STUDIO	BSB23-0034 - PS23-0034	50.00
02/15/2024	74753	SAS SERVICES	BBB21-0120 - PB21-0432	75.00
			BBB16-0093 - PB16-0395	75.00
				150.00
02/15/2024	74754	SHIFMAN FOURNIER	LEGAL SERVICES	4,379.00
02/15/2024	74755	SMOLYANOV HOME IMPROVEMENT	BBA22-0157 - PB22-0309	100.00
			BBA22-0158 - PB22-0310	100.00
				200.00
02/15/2024	74756	SOCRRA	CONTRACTUAL SERVICES	33,381.88
			TRASH DISPOSAL	22,013.12
				55,395.00
02/15/2024	74757	ST JAMES MORTGAGE CORP	SUNDRY REVENUE	128.33
02/15/2024	74758	STAPLES	OFFICE SUPPLIES	43.47
			OFFICE SUPPLIES	119.82
			OFFICE SUPPLIES	43.46
				206.75
02/15/2024	74759	STAY DRY BASEMENT WATERPROOFING	BBB16-0067 - PB16-0255	75.00

02/15/2024	74760	SYSTEMP CORPORATION	BUILDING MAINTENANCE EQUIPMENT MAINTENANCE	750.00 450.00 1,200.00
02/15/2024	74761	T-MOBILE	DOWNLOADABLE CONTENT	229.60
02/15/2024	74762	T-MOBILE CENTRAL LLC	BBA21-0216 - PB21-0448	100.00
02/15/2024	74763	TERMINAL SUPPLY CO	VEHICLE SUPPLIES	219.41
02/15/2024	74764	THE GREEN PANEL, INC.	BBA23-0228 - PB23-0425	100.00
02/15/2024	74765	THE PRINT STOP, INC	SUPPLIES	475.00
02/15/2024	74766	TIM GROH INTERIORS	BBA21-0221 - PB21-0455	55.00
02/15/2024	74767	TRANSUNION RISK AND ALTERNATIVE	MEMBERSHIPS	110.00
02/15/2024	74768	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE SUPPLIES	312.98
02/15/2024	74769	UNIQUE MANAGEMENT SERVICES, INC.	LIBRARY COOP	34.95
02/15/2024	74770	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES BUILDING MAINTENANCE VEHICLE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	218.38 158.41 136.00 261.04 116.41 890.24
02/15/2024	74771	VERIZON WIRELESS	TELEPHONE TELEPHONE	76.02 38.01

			CONTRACTUAL SERVICES	152.04
				<u>266.07</u>
02/15/2024	74772	VICTOR MOSES HOMES, LLC	BBB23-0013 - PB23-0075	75.00
02/15/2024	74773	W.W. WILLIAMS	VEHICLE SUPPLIES	85.28
02/15/2024	74774	WALL STREET JOURNAL	BOOKS / PERIODICALS	719.88
02/15/2024	74775	WELLS FARGO BANK	SUNDRY REVENUE	150.63
02/15/2024	74776	WEX BANK	FUEL & OIL	35.07
02/15/2024	74777	WILLIAM ELLIS COMPANY	BBA21-0192 - PB21-0400	100.00
02/15/2024	74778	WINDER POLICE EQUIPMENT	VEHICLE MAINTENANCE	196.02
			VEHICLE MAINTENANCE - DPW	67.00
				<u>263.02</u>
02/15/2024	74779	WINDSTREAM	CONTRACTUAL SERVICES	697.10
02/15/2024	74780	WOW! BUSINESS	CONTRACTUAL SERVICES	836.98
02/15/2024	74781	XEROX CORPORATION	OFFICE EQUIPMENT MAINTENANCE	284.66
02/15/2024	74782	YOURMEMBERSHIP.COM, INC.	ADVERTISING	150.00
02/29/2024	74783	1-800-HANSONS LLC	BBB23-0078 - PB23-0363	75.00
02/29/2024	74784	ADN ADMINISTRATORS, INC.	CONSULTANT	1,000.50

02/29/2024	74785	AIRGAS USA, LLC	VEHICLE SUPPLIES	53.16
02/29/2024	74786	ALEXANDRIA WINDOWS DOORS & METAL	BBB24-0005 - PRA24-0002	75.00
02/29/2024	74787	AMAZON CAPITAL SERVICES	HISTORIC COMMITTEE	404.83
			EQUIPMENT SUPPLIES	200.06
			OFFICE SUPPLIES	20.87
			BUILDING MAINTENANCE	118.67
			OFFICE SUPPLIES	4.45
			VEHICLE SUPPLIES	846.53
			OFFICE SUPPLIES	73.53
			OFFICE SUPPLIES	4.46
				1,673.40
02/29/2024	74788	AMERIPRO ROOFING OF MICHIGAN	BBA24-0003 - PB24-0004	100.00
02/29/2024	74789	ARM PAVEMENT SERVICES	BBA23-0146 - PB23-0267	50.00
02/29/2024	74790	ARMSTRONG PLUMBING, SEWER AND DRAIN	BBP23-0050 - PUT23-0143	2,500.00
02/29/2024	74791	AT&T	TELEPHONE	1,484.56
02/29/2024	74792	AT-LESS DRAIN CLEANING	BBP24-0002 - PUT24-0005	5,000.00
02/29/2024	74793	AVER SIGN COMPANY	BSB23-0032 - PS23-0032	50.00
02/29/2024	74794	B & H PHOTO & VIDEO	BUILDING MAINTENANCE	6,907.68
02/29/2024	74795	BASIC	CONSULTANT	58.82

02/29/2024	74796	BELL EQUIPMENT COMPANY	VEHICLE SUPPLIES	284.02
02/29/2024	74797	BILLINGS LAWN EQUIPMENT	VEHICLE SUPPLIES	342.14
02/29/2024	74798	BISON PLUMBING INC.	BSW23-0047 - PUT23-0155	500.00
02/29/2024	74799	BLUE CROSS BLUE SHIELD OF MICH	ACCRUED HEALTH CARE	139,173.79
02/29/2024	74800	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	11,311.80
			HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	<u>7,984.80</u>
				19,296.60
02/29/2024	74801	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	1,036.14
			HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	<u>2,763.04</u>
				3,799.18
02/29/2024	74802	BRODART CO.	OFFICE SUPPLIES	154.39
02/29/2024	74803	BUILD-RIGHT DEVELOPMENT	BBA20-0173 - PB20-0333	100.00
02/29/2024	74804	CALVIN LECH	TAXES PAYABLE	360.88
02/29/2024	74805	CAPONE'S CONSTRUCTION LLC	BBB24-0002 - PB24-0005	75.00
02/29/2024	74806	CARRIER & GABLE INC	PROGRAM SUPPLIES	102.15
			PROGRAM SUPPLIES	<u>238.35</u>
				340.50
02/29/2024	74807	CARTER'S PLUMBING	BSW23-0046 - PUT23-0154	500.00
02/29/2024	74808	CINTAS	MAINTENANCE SUPPLIES	55.42

			BUILDING MAINTENANCE	313.47
				<u>368.89</u>
02/29/2024	74809	CINTAS	CONTRACTUAL SERVICES	157.84
02/29/2024	74810	CMC CONSTRUCTION & REMODELING	BBA18-0145 - PB18-0308	100.00
02/29/2024	74811	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES EQUIPMENT	6,983.00 6,983.00
				<u>13,966.00</u>
02/29/2024	74812	CONTRACTORS CLOTHING CO.	UNIFORMS UNIFORMS	62.98 109.98
				<u>172.96</u>
02/29/2024	74813	CONTRACTORS CONNECTION	TOOLS	388.00
02/29/2024	74814	CREGGER PLUMBING	BSW23-0049 - PUT23-0158	500.00
02/29/2024	74815	DAILY TRIBUNE	BOOKS / PERIODICALS	285.40
02/29/2024	74816	DANIEL OLIVER	BS20-0004 - PZC20-0073	200.00
02/29/2024	74817	DANNY CLYDE FITZGERALD	BBP23-0053 - PUT23-0150	5,000.00
02/29/2024	74818	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE - DPW VEHICLE SUPPLIES	34.92 1,047.85
				<u>1,082.77</u>
02/29/2024	74819	DELANG FLUID POWER, INC.	VEHICLE SUPPLIES	518.19

02/29/2024	74820	DELL MARKETING LP	SUPPLIES	85.99
02/29/2024	74821	DETROIT DESIGN	BOOKS / PERIODICALS	22.95
02/29/2024	74822	DRAIN AND SEWER COMPANY	BSW23-0043 - PUT23-0151	500.00
02/29/2024	74823	DTE ENERGY	CONTRACTUAL SERVICES	470.17
02/29/2024	74824	DURST LUMBER CO	MAINTENANCE SUPPLIES	6.89
			VEHICLE SUPPLIES	99.65
			EQUIPMENT SUPPLIES	29.98
			EQUIPMENT	156.41
				292.93
02/29/2024	74825	EARLE CONSTRUCTION LLC	BBD23-0016 - PB23-0330	500.00
02/29/2024	74826	ERC-LED, LLC	LAND IMPROVEMENTS	4,170.00
02/29/2024	74827	ERICA KELLEY	BBA24-0014 - PBR24-0005	50.00
02/29/2024	74828	ESRI	SOFTWARE MAINT AND SUBSCRIPTIONS	4,820.00
02/29/2024	74829	FERGUSON WATERWORKS #3386	EQUIPMENT	423.09
02/29/2024	74830	FINISHED BASEMENTS PLUS LLC	BBA20-0040 - PB20-0073	100.00
02/29/2024	74831	FIRE DEFENSE EQUIPMENT COMPANY	BUILDING MAINTENANCE	692.95
02/29/2024	74832	FISHMAN STEWART PLLC	CITY ATTORNEY	65.60

02/29/2024	74833	GEORGE BANOT	BBA19-0141 - PB19-0302	50.00
02/29/2024	74834	GET NOTICED ENCORE	BBB22-0063 - PB22-0238	75.00
02/29/2024	74835	GFL ENVIRONMENTAL SERVICES USA INC.	FUEL & OIL	89.96
02/29/2024	74836	GORDON FOOD SERVICE INC.	PROGRAM SUPPLIES	28.98
02/29/2024	74837	GREAT LAKES PEST CONTROL CO	BUILDING MAINTENANCE	75.00
02/29/2024	74838	GREAT LAKES WATER AUTHORITY	NONRESIDENTIAL SURCHARGE	3,235.96
02/29/2024	74839	GREEN SHIELD HOME LLC	BBA23-0213 - PB23-0399	100.00
02/29/2024	74840	GREENLEAF HOME SERVICES, LLC.	BBB23-0091 - PB23-0390	75.00
02/29/2024	74841	GRUNWELL-CASHERO CO INC, THE	BS17-0026 - PZC17-0213	200.00
02/29/2024	74842	H2O PLUMBING	BBP23-0052 - PUT23-0148 BSW24-0004 - PUT24-0010	5,000.00 500.00 <hr/> 5,500.00
02/29/2024	74843	HERITAGE CHRISTIAN SCHOOL	CONTRACTUAL SERVICES	1,987.50
02/29/2024	74844	HILLAN HOMES INC.	BBE15-0032 - PB15-0252	800.00
02/29/2024	74845	HOOVER ELECTRIC INC.	BSW23-0048 - PUT23-0157 PLUMBING PERMITS	500.00 25.00 <hr/> 525.00

02/29/2024	74846	HOSPITAL CONSULTANTS, PC	LEGAL SERVICES - GENERAL LIABILITY	175.00
02/29/2024	74847	HUNT SIGN CO LTD	PROGRAM SUPPLIES	136.80
			PROGRAM SUPPLIES	319.20
				456.00
02/29/2024	74848	IAN KINDER LLC	CONTRACTUAL SERVICES	192.50
02/29/2024	74849	ICON RESTORATION & CONSTRUCTION	BBA16-0061 - PB16-0091	100.00
02/29/2024	74850	INTEGRATED SUPPLY NETWORK	TOOLS	1,346.54
02/29/2024	74851	INTERSTATE BILLING SERVICE	VEHICLE SUPPLIES	228.35
02/29/2024	74852	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	2,897.21
			CONTRACTUAL SERVICES	1,241.67
				4,138.88
02/29/2024	74853	JACK DOHENY COMPANIES, INC.	FUEL & OIL	66.88
02/29/2024	74854	JOSHUA M. EAGLE	BS19-0005 - PZC19-0059	200.00
02/29/2024	74855	JOZEF CONTRACTOR INC.	BBA16-0274 - PB16-0494	100.00
02/29/2024	74856	JULIA APSEY	CONTRACTUAL SERVICES	343.00
02/29/2024	74857	KASCO INC.	BBB17-0105 - PB17-0448	75.00
02/29/2024	74858	KEARNS BROS. INC.	BBA23-0118 - PB23-0223	50.00

02/29/2024	74859	KELSEY BLICHARZ	BBA22-0188 - PB22-0377	20.00
02/29/2024	74860	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	807.09
02/29/2024	74861	KURTIS KITCHEN & BATH CENTERS	BBA18-0129 - PB18-0281	100.00
02/29/2024	74862	LEVINE & SONS INC.	BBP23-0046 - PUT23-0138	5,000.00
02/29/2024	74863	LGC GLOBAL ENERGY FM, LLC	CUSTODIAL SERVICES	919.40
			CUSTODIAL	1,711.71
			CUSTODIAL SERVICES	141.41
			CUSTODIAL SERVICES	2,268.85
			CUSTODIAL SERVICES	1,386.49
			CUSTODIAL	141.40
				6,569.26
02/29/2024	74864	LGK BUILDING INC	BBA16-0226 - PB16-0411	50.00
02/29/2024	74865	LISA LITTELL	PUBLIC ART/PLACEMAKING	1,000.00
02/29/2024	74866	LUNGHAMER FORD OF OWOSSO	VEHICLES	50,035.00
02/29/2024	74867	MAIN DRAIN SEWER & REPAIR LLC	BBP24-0005 - PUT24-0008	5,000.00
02/29/2024	74868	MAJIC WINDOW COMPANY	BBA23-0122 - PB23-0227	100.00
			BBA23-0097 - PB23-0171	100.00
				200.00
02/29/2024	74869	MALONEY TRUCKING	DPW CONTRACTUAL	2,925.00
02/29/2024	74870	MC REAL ESTATE AND CONSTRUCTION SER	BBA21-0082 - PB21-0176	100.00

02/29/2024	74871	MCKENNA	INSPECTIONS - BUILDING HOUSE INSPECTIONS-RENTALS CONTRACTUAL INSPECTIONS BUSINESS LICENSE INSPECTION-ALL VACANT HOUSING INSPECTION	31,393.31 9,311.25 15,308.63 75.00 150.00 <hr/> 56,238.19
02/29/2024	74872	MICHAEL W. HERD	BS23-0006 - PZC23-0108	200.00
02/29/2024	74873	MICHIGAN GRAPHICS & AWARDS	PROGRAM SUPPLIES PROGRAM SUPPLIES	110.00 70.00 <hr/> 180.00
02/29/2024	74874	MICHIGAN HISTORY MAGAZINE	BOOKS / PERIODICALS	44.95
02/29/2024	74875	MICHIGAN PETROLEUM	INVENTORY - FUEL & OIL FUEL & OIL	233.05 551.95 <hr/> 785.00
02/29/2024	74876	MICHIGAN SOLAR SOLUTIONS LLC	BBA23-0041 - PB23-0076	100.00
02/29/2024	74877	MICHIGAN STATE POLICE	CONTRACTUAL SERVICES	30.00
02/29/2024	74878	MISDU	PAYROLL DEDUCTIONS	1,240.69
02/29/2024	74879	MISSION SQUARE RETIREMENT-107930	ICMA 457 W/H 401 ICMA DEFERRED	237.54 427.58 <hr/> 665.12
02/29/2024	74880	MISSION SQUARE RETIREMENT-303792	ICMA 457 W/H	7,711.24
02/29/2024	74881	MISSION SQUARE RETIREMENT-706259	ICMA ROTH IRA	10.00

02/29/2024	74882	MITCHCO CONSTRUCTION	BS16-0030 - PZC16-0205	200.00
02/29/2024	74883	MOTOROLA SOLUTIONS, INC.	DATA PROCESSING	195.00
02/29/2024	74884	MUSCAT BROTHERS CONSTRUCTION CO.	BBA23-0104 - PB23-0187	100.00
02/29/2024	74885	NATIONWIDE RETIREMENT SOLUTIONS	NATIONWIDE 457 W/H	6,398.25
02/29/2024	74886	NELSON BROTHERS SEWER & PLUMBING	BBP23-0035 - PUT23-0111	5,000.00
02/29/2024	74887	NYE UNIFORM	UNIFORMS-CLEANING AND PURCHASES	774.35
			UNIFORMS-CLEANING & PURCHASES	60.00
				<u>834.35</u>
02/29/2024	74888	OAKLAND COUNTY TREASURER	BULK SEWAGE	96,015.16
			STORM FLOW	163,485.27
				<u>259,500.43</u>
02/29/2024	74889	OAKLAND COUNTY TREASURER	INTEREST EXPENSE	352.67
			DEBT PRINCIPAL	32,832.85
				<u>33,185.52</u>
02/29/2024	74890	P. A. MORRIS COMPANY	SECRETARIAL SERVICES	150.00
02/29/2024	74891	PITNEY BOWES INC.	OFFICE SUPPLIES	82.99
			OFFICE EQUIPMENT RENTAL	5.00
			POSTAGE-PRINTING-MAILING	81.08
				<u>169.07</u>
02/29/2024	74892	POSTMA PLUMBING INC	BSW15-0010 - PP15-0041	500.00

02/29/2024	74893	POWER HOME REMODELING GROUP	BBA19-0200 - PB19-0425	100.00
02/29/2024	74894	POWERDMS, INC.	DATA PROCESSING	3,339.00
02/29/2024	74895	PRECISION DATA PRODUCTS	OFFICE SUPPLIES	597.53
02/29/2024	74896	PRESIDIO NETWORKED SOLUTIONS GROUP	CONTRACTUAL SERVICES OFFICE EQUIPMENT	170.00 1,550.23 <hr/> 1,720.23
02/29/2024	74897	RAPID ROOFING LLC	BBB23-0063 - PB23-0290	75.00
02/29/2024	74898	RICHARD INMAN	BS22-0001 - PZC22-0025	200.00
02/29/2024	74899	ROBERT RAYMOND BRAND	BBA18-0035 - PB18-0070	100.00
02/29/2024	74900	ROCK SOLID EXTERIORS	BS21-0024 - PZC21-0220	200.00
02/29/2024	74901	ROYAL OAK FORD	VEHICLE SUPPLIES	9.36
02/29/2024	74902	RYAN J. GESUND	BS22-0029 - PZC22-0183	200.00
02/29/2024	74903	S & J PLBG	BSW24-0001 - PUT24-0001	500.00
02/29/2024	74904	SAFELITE AUTOGLASS	VEHICLE MAINTENANCE	980.57
02/29/2024	74905	SCHENA ROOFING & SHEET METAL	BUILDING MAINTENANCE	719.00
02/29/2024	74906	SJC BERKLEY LLC	FACADE GRANT INCENTIVE PROGRAM	10,000.00

02/29/2024	74907	SOCRRA	RUBBISH COLLECTION	33,381.88
02/29/2024	74907	SOCRRA	TRASH DISPOSAL	15,709.12
				<u>49,091.00</u>
02/29/2024	74908	STAPLES	STATIONARY	259.34
			STATIONARY	61.22
			EQUIPMENT SUPPLIES	171.57
			OFFICE SUPPLIES	1,134.04
			SUPPLIES	171.15
			OFFICE SUPPLIES	124.59
			PROGRAM SUPPLIES	46.40
				<u>1,968.31</u>
02/29/2024	74909	SWIFT SERVICES LLC	BBB24-0004 - PBR24-0001	75.00
02/29/2024	74910	SYSTEMP CORPORATION	BUILDING MAINTENANCE	625.00
			BUILDING MAINTENANCE	350.00
			EQUIPMENT MAINTENANCE	450.00
				<u>1,425.00</u>
02/29/2024	74911	TAYLORED EVENTS LLC	PROGRAM SUPPLIES-CONTRIBUTIONS - LIBRARY	150.00
02/29/2024	74912	THE LIBRARY NETWORK	LIBRARY COOP	9,111.56
02/29/2024	74913	THE MOTLEY MISFITS	PROGRAM SUPPLIES-CONTRIBUTIONS - LIBRARY	162.50
02/29/2024	74914	THORNTON & GROOMS INC.	BSW23-0044 - PUT23-0152	500.00
02/29/2024	74915	TIGERS CONTRACTORS LLC	BBB21-0006 - PB21-0038	75.00
02/29/2024	74916	TRESNAK CONSTRUCTION	BBB23-0102 - PB23-0419	75.00
			BBA23-0126 - PB23-0233	<u>100.00</u>

				175.00
02/29/2024	74917	TRUE NORTH ASPHALT	BBA19-0069 - PB19-0133	100.00
02/29/2024	74918	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES	58.21
02/29/2024	74919	VERIZON WIRELESS	TELEPHONE	131.99
			TELEPHONE	45.46
			TELEPHONE	80.99
			SOFTWARE MAINT AND SUBSCRIPTIONS	126.58
			TELEPHONE	130.93
			OFFICE EQUIPMENT	649.99
			TELEPHONE	80.92
			TELEPHONE	309.16
			CAR COMPUTERS	53.49
			TELEPHONE	41.27
			TELEPHONE	90.92
			TELEPHONE	117.82
			TELEPHONE	45.53
			CONTRACTUAL SERVICES	45.46
			TELEPHONE	264.59
			CONTRACTUAL SERVICES	(175.04)
			TELEPHONE	41.07
			TELEPHONE	40.46
			TELEPHONE	262.14
				2,383.73
02/29/2024	74920	WAYNE CRAFT INC.	BBA18-0121 - PB18-0261	50.00
02/29/2024	74921	WINDER POLICE EQUIPMENT	VEHICLE MAINTENANCE	1,024.56
02/29/2024	74922	WRIGHT WAY CONTRACTORS	BBA21-0158 - PB21-0339	15.00
		TOTAL - ALL FUNDS	TOTAL OF 291 CHECKS	2,307,634.46

CITY OF BERKLEY

ACH TRANSACTIONS

DATE	VENDOR	AMOUNT
2/1/2024	THE HARTFORD	349.80
2/1/2024	THE HARTFORD	4,982.49
2/22024	INTERNAL REVENUE SERVICE	15,477.32
2/2/2024	UNION DUES	1,350.00
2/2/2024	CONSUMERS ENERGY	6,682.97
2/2/2024	DTE ENERGY	233.12
2/2/2024	INTERNAL REVENUE SERVICE	48,186.30
2/5/2024	ALERUS	8,905.67
2/5/2024	DTE ENERGY	32.43
2/7/2024	DTE ENERGY	8,119.62
2/9/2024	CREDIT CARD PAYMENT - FLAGSTAR	18,424.18
2/14/2024	ALERUS	8,053.07
2/14/2024	MERS	98,604.62
2/16/2024	DTE ENERGY	1,091.18
2/16/2024	UNION DUES	1,040.00
2/20/2024	ALERUS	9,319.36
2/20/2024	STATE OF MICHIGAN-TAXES	19,339.33
2/20/2024	STATE OF MICHIGAN-TAXES	4,038.65
2/21/2024	INTERNAL REVENUE SERVICES	51,013.56
2/28/2023	PITNEY BOWES - POSTAGE	4,000.00
2/29/2024	UNION DUES	1,040.00
2/29/2024	ALERUS	8,636.33
	TOTAL ACH PAYMENTS	318,920.00

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

March 18, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the agreement for IT Services between Oakland County and City of Berkley and authorizing the City Manager to sign on the City's behalf..

Ayes:

Nays:

Motion:

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
CITY OF BERKLEY**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and City of Berkley ("Public Body") 3338 Coolidge Hwy., Berkley, MI 48072. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

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 the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **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 persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the City of Berkley which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
 - 1.9.6. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.

- 1.9.7. **Data Center Use & Services** means providing space for Public Body’s equipment in County’s Data Center and access to electrical power and backup power.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.’s (“ESRI”) secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
 - Exhibit II: Over The Counter Payments
 - Exhibit III: Pay Local Taxes
 - Exhibit IV: Jury Management System
 - Exhibit V: Collaborative Asset Management System (CAMS)
 - Exhibit VI: Remedial Support Services
 - Exhibit VII: Data Center Use and Services
 - Exhibit VIII: Oaknet Connectivity
 - Exhibit IX: Internet Service
 - Exhibit X: CLEMIS

- X Exhibit XI: ArcGIS Online
- X Exhibit XII: Data Sharing
- X Exhibit XIII: Pictometry Licensed Products
- Exhibit XIV: Security Best Practice Advice

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
 - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
- 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County.

Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. 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. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. 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.

- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. DISCLAIMER OR WARRANTIES.

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this

Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

12. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

15. **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.

16. **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 affect its right to require strict performance of this Agreement.

17. **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.

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

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, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Chief Information Officer, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Stan Lisica, slisica@berklymich.net, 3338 Coolidge Hwy., Berkley, MI 48072.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **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.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. 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.

IN WITNESS WHEREOF, Matthew Baumgarten hereby acknowledges that he/she has been authorized by a resolution of the City of Berkley, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
Matthew Baumgarten
City Manager

DATE: _____

WITNESSED: _____

DATE: _____

AGREEMENT

ADMINISTRATOR: _____
(IF APPLICABLE)

DATE: _____

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

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

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT III
I.T. SERVICES AGREEMENT
PAY CURRENT TAXES

INTRODUCTION

The I.T. Service described in this Exhibit (Pay Current Taxes) will provide government agencies with the ability to take credit card and/or electronic check tax payments online and via telephone with a real time update of the payment information in BS&A.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County will provide an I.T. service where the general public can pay government taxes by credit card or electronic check via the Internet.
- 1.2 County will provide a telephone number where the general public can pay for government taxes by means of a credit card or electronic check.
- 1.3 When tax payments are made to Public Body through this I.T. Service, County will post the payment without Public Body entering the data separately.
- 1.4 County shall provide a telephone number for the general public to call with questions regarding the payment procedure. County shall refer all questions regarding the amount of payment due to Public Body.
- 1.5 County will provide Public Body with access to a password protected web site where Public Body can issue credits as required and can view daily, weekly, and monthly transaction activity of payments.
- 1.6 The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body will be responsible for placing the URL provided by County onto their website for this service.
- 2.2 Public Body shall respond to all questions from the general public regarding payments.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SUPPORT SERVICES AND REQUIREMENTS

- 4.1 Service Access
 - 4.1.1 Access to the I.T. Service will be via an internet browser. The URL to initiate the I.T. Service is: <https://www.PayLocalTaxes.com>
 - 4.1.2 The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.
- 4.2 Service Requirements

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PAY CURRENT TAXES

- 4.2.1 The general public shall be required to pay County an Enhanced Access Fee to use this I.T. Service. County will use Enhanced Access Fees to recover costs associated with this I.T. Service.
- 4.2.2 The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body's designated account. The funds for the Enhanced Access Fee will be deposited into an account owned by County.

5.0 SERVICE COSTS

There is no cost to Public Body for this I.T. Service.

6.0 SHARING OF NET ENHANCED ACCESS FEES

- 6.1 Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court's Funding Unit or Units. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:
- 6.2 County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.
- 6.3 Definitions.
 - 6.3.1 Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user
 - 6.3.2 County's Cost for Transactional Fees –Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected
 - 6.3.3 Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected
 - 6.3.4 Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected
 - 6.3.5 50% Shared Back with Public Body- Percentage of Total Net Enhanced Access Fees to be shared with your agency.
 - 6.3.6 Fees Shared Back with Public Body – Funds your agency will receive

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PAY CURRENT TAXES

6.4 Illustration. Below is an example of how the Net Enhanced Access Fees will be shared:

\$5,000	Gross Enhanced Access Fees Collected
<u>x 39%</u>	County's Cost for Transactional Fees
- \$1950	Transactional Fees Deducted from Gross Enhanced Access Fees
\$3050	Net Enhanced Access Fees Remaining
<u>x50%</u>	50% Shared Back with Public Body
\$1525	Fees Shared Back with Public Body

7.0 PROVISION AND MAINTENANCE OF DATA

7.1 Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third-party entities.

7.2 Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement

8.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY

INTRODUCTION

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
- 1.2 County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
- 1.3 County shall provide a single port by which Public Body may connect its internal network to OakNet
- 1.4 County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 1.5 County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 1.6 To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2.2 Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 2.3 Public Body shall not mount any equipment in the County's equipment cabinet.
- 2.4 Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
- 2.5 Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the

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I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY

local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

- 2.6 If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 2.7 Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.
- 2.8 Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

5.0 LICENSE USE AND ACCESS

- 5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

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- 1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and

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regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

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- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.

4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Third Party Requests to County for Public Body Data.**
- 4.2.1. **Michigan Freedom of Information Act Requests.** County will respond pursuant to applicable law, to Michigan Freedom of Information Act ("FOIA") requests addressed and received by County, Subject to applicable law, if County receives a request for Public Body's data possessed by County, County will provide written notice to the requesting person identifying the Public Body and stating that the requesting person shall submit their request to the Public Body. Public Body shall be responsible for responding to all FOIA requests received by the Public Body.
- 4.2.2. **Other Legal Requests (Excluding FOIA Requests) to County for Public Body Data.** County will respond pursuant to applicable law to any subpoena, court order, or other legal request addressed to and received by County for Public Body's data possessed by County. Before responding to said legal request, County will use commercially reasonable efforts to inform Public Body of the request for the purpose of providing Public Body an opportunity to contest the legal request and/or to provide County with information that could impact County's response to the legal request. For the avoidance of doubt, this paragraph 4.2.2. does not apply to FOIA requests, which are governed by paragraph 4.2.1. (above).
- 4.2.3. Section 4.2 only applies to Public Body's data possessed by County for the purposes of providing services under Exhibit X (CLEMIS) and not to any other exhibit. Additionally, this section 4.2 does not apply to the CLEMIS Crash Purchase Application, which is governed by section 6 (below).
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the

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third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** Except as otherwise provided in this Exhibit, the Agreement, or as directed in Addendum A, County will not provide Public Body's data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police. County may provide Public Body's data to County contractors and vendors for the purposes of providing services to Public Body, the County, and/or for improving CLEMIS Applications and services.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

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4.8. **Sharing Data with other CLEMIS Members.** Public Body acknowledges and agrees that County may share Public Data with other CLEMIS members upon the recommendation and counsel of the CLEMIS Advisory Committee.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.

5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.

5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.

5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).

5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.

5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

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fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter “Payment Application”) and/or the CLEMIS Crash Purchase Application (hereinafter “Purchase Application”), then the following terms and conditions apply:
- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
 - 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
 - 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County’s contractual obligations, and reasonable business standards and practices.
 - 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
 - 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
 - 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
 - 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the

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Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
- 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
- 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
- 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members

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concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

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10. OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.

- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

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ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

Tier 1

16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 2

16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 2.5

16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 3

16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 4 Rescinded

Tier 5 Rescinded

Tier 6 (eCLEMIS)

19 or more FTE's 6 – 18 FTE's 1 – 5 FTE's

Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

Tier 8 Jail Management (outside Oakland County)

Federal Departments, Offices, or Agencies Inquiry Only in the State of Michigan (does not contribute any data)

District Court in Oakland County (excluding 52nd District Courts)

Pays CLEMIS Fee: received ticket data load and CLEMIS Citation Payment Application is optional.

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

District Court outside Oakland County

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

Does not Pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment application.

Circuit Court (outside Oakland County, does not contribute any data)

Prosecutor Office (outside Oakland County, does not contribute any data)

FRMS/CFIRS Participant (Fire Records Management System)

II. Additional CLEMIS Applications

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

Mobile Data Computers ("MDC")

WITH County provided wireless

WITHOUT County provided wireless

CAD Only WITHOUT County provided wireless

Livescan

WITH printer

WITHOUT printer

Mugshot

Capture Station and Investigative

Investigative Only

Jail Management

CLEMIS Member located in Oakland County

CLEMIS Member located outside Oakland County

OakVideo (CLEMIS Member located outside Oakland County)

Crime Mapping Application

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

CLEMIS Public Crime Search

CLEMIS Public Crime Search is a public access site and application created by CLEMIS and Esri, that shares and publishes crime data of participating CLEMIS members on a public webpage and application and allows the public to sign up for email crime alert notifications. By selecting this application, the Public Body authorizes CLEMIS to share and publish Public Body's crime data with the public, on the CLEMIS Public Crime Search application and webpage and authorizes the public to sign up for email crime alert notifications. The Public Body authorizes CLEMIS to publicly share, publish, and provide notifications for the following crime types: Assaults, Arsons, Burglary, Disorderly Conduct, Disturbing the Peace, DUI, Drug/Narcotics, Crimes, Fraud, Homicide, Motor Vehicle Theft, Robbery, Sex Crimes, Theft/Larceny, Theft from Vehicle, Vandalism and Weapons Law Crimes.

Pawn Application

Fire Records Management System In Oakland County

Phase I

Phase II

Fire Records Management System Outside Oakland County

Police, Fire and/or Public Safety Department Data Extract

In Oakland County

Outside Oakland County

Vendor Name: Tyler Technologies

Address: 840 W Long Lake Rd # 150, Troy, MI 48098

Contact: Megan Rice Phone: 941-875-2363

Email: Megan.Rice@tylertech.com

Crash Report Payment Amount: \$7.00

Enhanced Access Fee Disbursement Instructions

Disbursement when Requested

Disbursement Quarterly

Make Check Payable to: City of Berkley

OPT-IN Exhibit VIII (OakNet Connectivity) OakNet connectivity is needed

COUNTY: : _____

CLEMIS Division Director

Date

PUBLIC BODY:

Title/Name: _____

Signature: _____

Date

(to be completed by Public Body)

EXHIBIT XI
I.T. SERVICES AGREEMENT
ArcGIS ONLINE

INTRODUCTION

ArcGIS Online (“AGO”) is a web based, collaborative Geographic Information System (GIS) that allows users having an AGO Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.’s (“ESRI”) secure cloud.

County entered into an agreement with ESRI that permits County to deploy AGO to Public Body (County Contract No. 005562, Enterprise Agreement No. 00270489.0, and herein referred to as the “Enterprise Agreement,” to which the County will provide Public Body with access. The Parties desire for Public Body to be authorized to access and use AGO as specified in the Enterprise Agreement.

County will provide Public Body with AGO Named User accounts that will allow Public Body to access the County’s AGO portal without having to purchase, manage or maintain its own AGO Named User accounts.

The Enterprise Agreement includes a License Agreement (herein referred to as the “License Agreement”) and a CVT Acknowledgment Statement, which is attached and incorporated as Addendum A, that Public Body must comply with in order to access and use AGO.

1.0 DEFINITIONS

- 1.1 "Deploy," "Deployment," or "Deployed" means County assigning, managing, and maintaining AGO Named User accounts for access to and use of County’s AGO portal by Public Body.
- 1.2 "Tier 1 Support" means the Technical Support provided via the Oakland County Service Center to Public Body to resolve reported incidents involving Public Body’s access to or use of County’s AGO portal.

2.0 COUNTY RESPONSIBILITIES

- 2.1 County will deploy AGO Named User accounts to Public Body through County’s Service Center as specified in the Enterprise and License Agreements without fee or cost to Public Body. The deployment of AGO Named User accounts by County to Public Body will terminate as specified in the Enterprise or License Agreements, the Agreement, or this Exhibit.

3.0 PUBLIC BODY RESPONSIBILITIES

- 3.1 Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgment Statement, the License Agreement, any amendments or new agreements mentioned in this Exhibit, and any applicable laws, rules, and regulations when accessing or

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I.T. SERVICES AGREEMENT
ArcGIS ONLINE

using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendment or new agreements mentioned in this Exhibit, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has reviewed the License Agreement.

- 3.2 Amendments to Enterprise or License Agreements. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the Enterprise or License Agreements relating to the access or use of AGO. County will provide Public Body with access to amendments to the Enterprise or License Agreements that are applicable to Public Body's access to or use of AGO. County will use reasonable efforts to provide notice to Public Body when County becomes aware of applicable amendments to the terms and conditions of the Enterprise or License Agreements.
- 3.3 New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. County will provide Public Body with access to the new agreements that Public Body is required to comply with. County will use reasonable efforts to provide notice to Public Body when it becomes aware that Public Body must comply with any new agreements.
- 3.4 Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.
- 3.5 Identity & Access Management ("IAM") Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center's self-registration to access or use AGO.
- 3.6 Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the Enterprise or License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in this Exhibit. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.

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ArcGIS ONLINE

3.7 Prohibition on Storing Certain Data in AGO. Public Body shall not upload to, process, use, or store in AGO any of the following: Personal information (PI) or Personal identifying information (PII) as those terms are defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) which is defined as data or information governed by the CJIS Security Policy (currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

4.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement. County's Information Technology (I.T.) Department will pass through updates and provide Tier 1 Support to Public Body for applicable AGO use.

5.0 SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

6.0 EXECUTION OF CVT ACKNOWLEDGEMENT STATEMENT

Public Body shall sign and provide the County with the signed original CVT Acknowledgement Statement (Addendum A), prior to County deploying AGO Named User accounts to Public Body. The CVT Acknowledgement Statement must be signed by an authorized representative of Public Body. After Public Body signs and provides the County with the signed original CVT Acknowledgement Statement (Addendum A), County will provide the CVT Acknowledgement Statement signed by Public Body to ESRI.

7.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

ADDENDUM A
CVT ACKNOWLEDGMENT STATEMENT
(ArcGIS Online)

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373 and **County of Oakland, MI ("County")**, have entered into an Enterprise Agreement (EA) identified as Enterprise Agreement No. 330721. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during the term of the EA. Deployment by County of ArcGIS Online to each CVT and CVTs use of ArcGIS Online is subject to the terms of License Agreement contained in the EA and the additional requirements below.

The CVT, identified below as a Licensee, represents that it has received and read the License Agreement and understands and agrees to be bound by the terms of the License Agreement and the below additional requirements for use of ArcGIS Online Deployed by County to it. CVT agrees that Esri may pursue remedies against CVT for material breach of the License Agreement or the below additional requirements. All Deployments made by County to CVT will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to CVT during the term of the EA for applicable ArcGIS Online use.

The following additional conditions apply:

- (1) Beta licenses are not available during the term of the EA. Therefore, Section 1.4 Trial, Evaluation, and Beta Licenses, in the License Agreement does not apply to CVT.
- (2) Section 1.2. Consultant or Contractor Access in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
- (3) CVT remains subject to Export Compliance requirements as outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
- (5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
- (6) Any and all Amendments to License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.
- (7) CVT, including its consultants, contractors, agents, and volunteers, shall not upload to, process, or store in ArcGIS Online any Personal identifying information (PII) as defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) defined as data or information governed by the CJIS Security Policy (which is currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

**ADDENDUM A
CVT ACKNOWLEDGMENT STATEMENT
(ArcGIS Online)**

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement. No other rights are granted to CVT under this acknowledgment.

ACCEPTED AND AGREED:

(CVT)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT XII
I.T. SERVICES AGREEMENT
DATA SHARING

INTRODUCTION

The Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.44f1 *et seq.*, and the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, allow the County to make Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS) available to Public Body without fee or cost for the purposes and uses described in this Exhibit.

1.0 DEFINITIONS

- 1.1 "Geographic Information System Data" or "GIS Data" means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
- 1.2 "Access Oakland Product" means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.3 "Consultants, Contractors or Subcontractors" mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.
- 1.4 "Third Party" means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

2.0 COUNTY RESPONSIBILITIES

- 2.1 The County may provide Public Body, without fee or cost, with data available as GIS Data and/or Access Oakland Products in retrievable form for public purposes permitted by law, including but not limited to assessing, planning, zoning, property inspection, economic or community development, public safety, public works, parks and recreation, and engineering.

3.0 PUBLIC BODY RESPONSIBILITIES

- 3.1 All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the "Content") are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

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I.T. SERVICES AGREEMENT
DATA SHARING

- 3.2 All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.
- 3.3 Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.
- 3.4 Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.
- 3.5 Public Body may provide its Consultants, Contractors, or Subcontractors with access to the GIS Data and/or Access Oakland Products in accordance with all the following conditions:
 - 3.5.1 Public Body shall have its Consultants, Contractors, or Subcontractors sign the Contractor Data Sharing Services Agreement, which is attached and incorporated into this Exhibit as Attachment A, and forward it to the County along with Contractor's required insurance documentation. The County will provide the fully executed Contractor Data Sharing Services Agreement to Public Body. Public Body shall forward the fully executed Contractor Data Sharing Services Agreement to the Consultant, Contractor, or Subcontractor. The Contractor Data Sharing Services Agreement must be signed by County and Contractor, prior to the Public Body's Consultants, Contractors, or Subcontractors accessing or using the GIS Data and/or Access Oakland Products;
 - 3.5.2 Public Body's Consultants, Contractors, or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties; and,
 - 3.5.3 Public Body's Consultants, Contractors, or Subcontractors shall delete, remove, and shall cease using all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.
- 3.6 County may, and reserves the right to, implement future standards and guidelines as needed for use of the GIS Data and/or Access Oakland Products, including but not limited to, limiting the number of Public Body's or its Consultants, Contractors, or Subcontractors user accounts. In order to access and use the GIS Data and/or Access Oakland Products, Public Body and its Consultants, Contractors, or Subcontractors shall agree to and comply with new or different standards or

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I.T. SERVICES AGREEMENT
DATA SHARING

guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its Consultants, Contractors, or Subcontractors.

- 3.7 Public Body shall immediately inform County via the Service Center if any of its employees, Consultants, Contractors, or Subcontractors are no longer employed by the Public Body, no longer require access to the GIS Data and/or Access Oakland Products, or use the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties.
- 3.8 Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all requests by Third Parties to purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

4.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

5.0 SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

6.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license shall not be provided to any other party without County's written consent.

ATTACHMENT A
TO EXHIBIT XII
I. T. SERVICES AGREEMENT
DATA SHARING

CONTRACTOR DATA SHARING SERVICES AGREEMENT

This Contractor Data Sharing Services Agreement (herein referred to as the “Contractor Agreement”) is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 (the “County”) and

_____ (the “Contractor”).
(Contractor Name and Address)

RECITALS

- A. WHEREAS, _____ (“Public Body”), utilizes Oakland County, Michigan (“County”) owned GIS Data and/or Access Oakland Products (referred to individually or collectively as “Data Sharing Services”) pursuant to an agreement with the County; and
- B. WHEREAS, Public Body has requested and authorized County to provide Data Sharing Services to Contractor, in order for Contractor to fulfill its contractual obligations to Public Body.
- C. WHEREAS, County is willing to provide Data Sharing Services to Contractor, subject to the following terms and conditions.

NOW, THEREFORE, the Contractor and County, collectively referred to as the “Parties,” agree to the following:

AGREEMENT

1. **Definitions:** In addition to the terms and expressions defined elsewhere in this Contractor Agreement, the following words and expressions are defined and interpreted throughout this Contractor Agreement as:
- 1.1 **Access Oakland Product** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.2 **Contractor Employee** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contractor Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

ATTACHMENT A
TO EXHIBIT XII
I. T. SERVICES AGREEMENT
DATA SHARING

- 1.3 **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the County, or for which the County may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.4 **County** Oakland County, a Municipal 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 persons' successors.
- 1.5 **Data Sharing Services** means GIS Data and/or Access Oakland Products.
- 1.6 **Geographic Information System Data or GIS Data** means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
2. **Service Provided by County:** County may provide Data Sharing Services to Contractor without cost to Contractor during the duration of this Contractor Agreement, subject to any other terms or conditions in this Contractor Agreement.
3. **Contractor's Obligations:** Contractor agrees that, when accessing or using Data Sharing Services, Contractor shall:
- 3.1 Use the Data Sharing Services solely to fulfill its contractual obligations to the Public Body. Contractor shall refrain from using the Data Sharing Services for any purpose except those authorized by Public Body in relation to the performance of its official duties;
- 3.2 Not copy, reuse, republish or otherwise distribute the Data Sharing Services or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the express written permission of County;
- 3.3 Be bound by and comply with all future standards and guidelines implemented by County regarding the use of Data Sharing Services;
- 3.4 Immediately notify the Public Body if Contractor Employees are no longer employed by the Contractor, if Contractor no longer requires access to the Data Sharing Services, if there is unauthorized disclosure or use of the Data Sharing Services, or if any Contractor Employees violate the terms of this Contractor Agreement or amendments thereto;

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- 3.5 Comply with any terms contained in any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor in order to provide Contractor with the Data Sharing Services. County will provide Contractor with a copy of any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor, if requested by Contractor;
- 3.6 Cease using, delete, and remove any and all Data Sharing Services or copies thereof, regardless of their form or method of storage, upon the earliest of any one of the following events:
- 3.6.1 Completion or termination of Contractor’s consulting, contracting or subcontracting relationship with Public Body;
 - 3.6.2 The completion of Contractor’s assigned tasks or duties for Public Body that involved the Data Sharing Services;
 - 3.6.3 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services; or
 - 3.6.4 Upon termination of this Contractor Agreement for any reason.

4. Ownership of Data Sharing Services: The Data Sharing Services, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the “Content”) are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Contractor will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Contractor’s use of Data Sharing Services.

5. Disclaimer of Warranty and Liability:

5.1 COUNTY PROVIDES THE DATA SHARING SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF ACCURACY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING, OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE. COUNTY DOES NOT REPRESENT THAT ACCESS TO THE DATA SHARING SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS, OR LOSS OF TRANSMITTED INFORMATION.

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5.2 USE OF THE DATA SHARING SERVICES IS AT CONTRACTOR'S OWN RISK. COUNTY WILL NOT BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN THE SERVICE.

5.3 IN NO EVENT WILL THE COUNTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA SHARING SERVICES.

6. **Maintenance or Modification:** County may, without notice, perform maintenance on, or modify the Data Sharing Services at any time. County may, without notice, restrict or deny Contractor's access to the Data Sharing Services during any maintenance or modification.
7. **Compliance with Laws:** Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, and administrative rules and requirements applicable to its activities performed under this Contractor Agreement.
8. **Auditing:** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of the Data Sharing Services and County's compliance with Federal, State and local laws and industry standards.
9. **Delegation or Assignment:** Contractor shall not delegate or assign any obligation or right under this Contractor Agreement.
10. **Indemnification:** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contractor Agreement.
11. **Contractor Provided Insurance:** At all times during this Contractor Agreement, Contractor shall obtain and maintain insurance according to the requirements listed in Appendix A.
12. **Term:** This Contractor Agreement shall be effective when executed by all Parties, and shall remain in effect until the earliest of any one of the following events:
 - 12.1 Contractor completes or terminates its consulting, contracting or subcontracting relationship with Public Body;
 - 12.2 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services;

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12.3 Five (5) years after the effective date of this Contractor Agreement; or

12.4 Otherwise terminated as set forth in this Contractor Agreement.

13. Termination:

13.1 **By County:** County may terminate this Contractor Agreement immediately and without advance notice for any reason, including convenience. Notice to Contractor terminating this Contractor Agreement by County shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail, postage prepaid, and addressed to the person and address listed below for Contractor. Contractor may change the person and/or address that notice shall be given to by providing the name of the new person and/or address to the County in writing.

13.2 **By Contractor:** Contractor may terminate this Contractor Agreement at any time and for any reason, including convenience, upon sending written notice to County. The effective date of termination shall be seven business days after sending the notice, or a later date if clearly stated in the written notice.

14. Notices: Notices given under this Contractor Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

14.1 If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

14.2 If Notice is sent to Contractor, it shall be addressed to the person and address listed below for Contractor.

14.3 Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

15. Cumulative Remedies: A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

16. Governing Law/ Consent to Jurisdiction and Venue: This Contractor Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Any action brought to enforce, interpret, or decide any claim arising under or related to this Contractor Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District

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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.

- 17. Modifications or Amendments:** Any modifications, amendments, rescissions, waivers, or releases to this Contractor Agreement must be in writing and agreed to by all Parties.
- 18. Interpretation of Agreement:** The language of this Contractor Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
- 19. Waiver:** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 20. Severability:** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 21. Entire Agreement:** This Contractor Agreement represents the entire agreement between the Parties and supersedes any and all other communications, prior, contemporaneous or subsequent.

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

FOR COUNTY:

Executed by: _____

Date: _____

Title: _____

FOR CONTRACTOR:

(Signature of Contractor's Authorized Representative)

(Printed name)

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(Title)

(Address)

Date: _____

(Address continued)

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APPENDIX A

CONTRACTOR INSURANCE REQUIREMENTS

During this Contractor Agreement, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims. The insurance shall be written for not less than any minimum coverage herein specified.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contractor Agreement;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. Contractor must also satisfy one of the following:

1. Fully Insured or State approved self-insurer; or
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contractor Agreement.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

ATTACHMENT A
TO EXHIBIT XII
I. T. SERVICES AGREEMENT
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Supplemental Coverages Required:

1. **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate; and
2. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.

ATTACHMENT A
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General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contractor Agreement and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

INTRODUCTION

Pictometry Licensed Products offers a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.

County entered into a contract (Contract No. 004939) with Pictometry International Corp. (“Pictometry”), which contains several license agreements (“License Agreements”), to which County will provide Public Body with access. The License Agreements permit County access to and use of the Pictometry Licensed Products that are described in the License Agreements. The License Agreements also allow the County to provide Public Body with access to and use of Pictometry Licensed Products that are specified in the Pictometry Authorized Subdivision Agreement (“Licensed Products”), which is attached and incorporated into this Exhibit as Attachment A.

The Parties desire for Public Body to be authorized to access and use the Licensed Products subject to the applicable licenses and conditions stated in this Exhibit. County will provide Public Body with access to the Licensed Products without Public Body having to purchase the Licensed Products.

1. OAKLAND COUNTY RESPONSIBILITIES

- 1.1. Access and Use. County shall provide Public Body with access to Licensed Products without fee or cost to Public Body. County will only provide Public Body with access to the Licensed Products when the Pictometry Authorized Subdivision Agreement or an equivalent agreement is in effect.
- 1.2. Access Management. County will provide Public Body with access to the Licensed Products through County’s Service Center.
- 1.3. Administration of Pictometry Authorized Subdivision Agreement. After Public Body signs and provides the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A) in accordance with paragraph 2.1, County shall provide the Pictometry Authorized Subdivision Agreement signed by Public Body to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Subdivision Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Subdivision Agreement to Public Body.
- 1.4. Administration of Pictometry Authorized Sub-User Agreement. After Public Body provides County with the signed original Pictometry Authorized Sub-User Agreement (which is attached and incorporated into this Exhibit as Attachment B) in accordance with paragraph 2.2, County shall provide the Pictometry Authorized Sub-User Agreement signed by the contractor to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Sub-User Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to Public Body. Public Body shall provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to the contractor.

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I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

2. PUBLIC BODY RESPONSIBILITIES

- 2.1. Execution of Pictometry Authorized Subdivision Agreement. Prior to County providing Public Body with access to the Licensed Products, Public Body shall sign and provide the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A).
- 2.2. Execution of Pictometry Authorized Sub-User Agreement. County may provide access to the Licensed Products to a contractor of the Public Body solely for the purpose of allowing contractor to fulfill its contractual obligations to Public Body. Prior to County providing access to the Licensed Products to a contractor of Public Body, Public Body shall provide the contractor with a copy of the License Agreements and the Pictometry Authorized Sub-User Agreement, the contractor shall sign and provide the Public Body with the signed original Pictometry Authorized Sub-User Agreement (Attachment B), and Public Body shall provide the County with the signed original Pictometry Authorized Sub-User Agreement.
- 2.3. Public Body Compliance. Public Body shall comply with the terms and conditions in this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, and any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body's access and use of the Licensed Products may be suspended or terminated if County is in breach of the License Agreements or if Public Body is in breach of this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, or any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body acknowledges and agrees that it has received and reviewed the License Agreements.
- 2.4. Amendments to License Agreements. In order to access and use the Licensed Products, Public Body and its contractor(s) shall agree to and comply with any and all amendments to the License Agreements. County will provide Public Body with access to amendments to the License Agreements that are applicable to Public Body's access to or use of the Licensed Products. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreements. Public Body shall notify its contractors when Public Body becomes aware of applicable amendments to the terms and conditions of the License Agreements.
- 2.5. New Agreements. County may enter into new agreements in the future with Pictometry involving the Licensed Products or similar products. New agreements between the County and Pictometry may require Public Body or its contractor(s) to agree to and sign (if necessary) new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements. In order to access and use the Licensed Products or similar products, Public Body and its contractor(s) shall agree to and comply with new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements, to which County will provide Public Body with access. County will provide notice to Public Body when it becomes aware that Public Body and its contractor(s) must comply with any new agreements.

EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

Public Body shall notify its contractors when Public Body becomes aware that its contractors must comply with new agreements.

- 2.6. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of the Licensed Products or similar products, including but not limited to, limiting the number of Public Body's or a contractor's authorized user accounts. In order to access and use the Licensed Products or similar products, Public Body and/or its contractor(s) shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its contractors.
- 2.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the Licensed Products, or breaches this Exhibit, the Pictometry Authorized Subdivision Agreement, the Pictometry Authorized Sub-User Agreement, the License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 2.5. County may require Public Body to verify its inventory of active Public Body and contractor user accounts periodically.

3. SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4. SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

5. LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.

ATTACHMENT A
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED SUBDIVISION AGREEMENT

Authorized Subdivision Name:

Authorized Subdivision Address:

Authorized Subdivision Email Address:

Authorized Subdivision Phone
Number:

Authorized Subdivision Attn:

Pictometry Licensed Products:

Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("Authorized Subdivision").

Whereas Pictometry and the County of Oakland, Michigan (the "County") entered into a license agreement dated December 1, 2016 (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products pursuant to the County Agreement; and

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;

EXHIBIT XIII-I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

ATTACHMENT A

4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Pictometry International Corp.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: _____

ATTACHMENT B
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED CONTRACTOR SUB-USER AGREEMENT

Contractor Name: _____

Type of Contractor entity: _____

Contractor Address: _____

Governmental Entity that Contractor is performing work on behalf of: _____

Contractor Attn: _____

Effective Date: _____

Term: _____

Pictometry Licensed Products: _____
Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Sub-User Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the party identified above ("Contractor") and is effective beginning on the Effective Date listed above for the Term as set forth above, at which time this Agreement will automatically terminate.

Whereas Pictometry and the County of Oakland, Michigan previously entered into a license agreement wherein the Governmental Entity identified above was given access to and use of certain products identified above ("Pictometry Licensed Products"). The Governmental Entity has requested that Pictometry authorize Contractor to have access to and use of the Pictometry Licensed Products, in order for Contractor to fulfill its contractual obligations to the Governmental Entity.

Now therefore, Pictometry and the Contractor hereby agree that Contractor may utilize the Pictometry Licensed Products in accordance with the terms and conditions set forth herein.

Contractor agrees as follows:

1 Grants of Rights; Restrictions on Use

- 1.1** Contractor may use the Pictometry Licensed Products solely for the purpose of fulfilling its contractual obligations to the Governmental Entity at its direction.
- 1.2** All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Pictometry Licensed Products belong to Pictometry or its third party.

EXHIBIT XIII-I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

suppliers. Contractor shall not acquire any proprietary interest in the Pictometry Licensed Products or any copies thereof.

- 1.3** Contractor shall not make the Pictometry Licensed Products available to any other party, including Google or its affiliates, either directly or indirectly. Contractor will not share, publish, reproduce, sell or distribute the Pictometry Licensed Products (including making available on the Internet or World Wide Web or any other general access electronic network, method or medium).
- 1.4** Contractor shall not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Licensed Products.
- 1.5** Pictometry shall have no obligations to provide the Pictometry Licensed Products to Contractor.

2 Disclaimers

- 2.1** The Pictometry Licensed Products are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 2.2** The Pictometry Licensed Products are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 2.3** All measurements and reports generated by the Pictometry Licensed Products are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 2.4** Contour information obtained from the Pictometry Licensed Products is generated from under sampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 2.5** While the Pictometry Licensed Products may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third-party suppliers of the Pictometry Licensed Products hereby disclaim all liability for damages claims and expenses arising from such use.
- 2.6** Contractor's reliance on the Pictometry Licensed Products should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for Contractor's intended purpose.
- 2.7** Pictometry and each third-party supplier of any portion of the Pictometry Licensed Products assume no responsibility for any consequences resulting from the use of the Pictometry Licensed Products.
- 2.8** Pictometry and each third-party supplier of any portion of the Pictometry Licensed Products hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Pictometry Licensed Products.
- 2.9** Contractor waives any and all rights Contractor may have against Pictometry, each third-party supplier of any portion of the Pictometry Licensed Products, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Pictometry Licensed Products.

3 Warranty

3.1 THE PICTOMETRY LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD-PARTY SUPPLIER OF THE PICTOMETRY LICENSED PRODUCTS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4 Limitation of Liability

4.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Pictometry Licensed Products, (b) the unavailability or interruption of the Pictometry Licensed Products or any features thereof, (c) Contractor's use of the Pictometry Licensed Products, (d) the loss or corruption of any data or equipment in connection with the Pictometry Licensed Products, (e) the content, accuracy, or completeness of the Pictometry Licensed Products, all regardless of whether you received assistance in the use of the Pictometry Licensed Products from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Pictometry Licensed Products.

4.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third-party supplier of any Pictometry Licensed Products, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third-party supplier of any Pictometry Licensed Products or third-party alliance entity and their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE PICTOMETRY LICENSED PRODUCTS OR THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH PICTOMETRY LICENSED PRODUCTS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS.

5 Miscellaneous

5.1 Contractor acknowledges and agrees that a breach of this Agreement by Contractor may cause severe and irreparable damage to Pictometry which may be difficult to measure with certainty or to compensate through damages. In the event of any breach of this Agreement by Contractor, Contractor agrees that Pictometry is authorized and entitled to seek preliminary and/or permanent injunctive relief, as well as any other relief permitted by applicable law. Contractor hereby waives the necessity of the posting of any form of bond relating to the issuance of injunctive relief.

ATTACHMENT B

- 5.2 Pictometry may terminate this Agreement at any time with or without cause upon ten (10) days written notice to the Contractor.
- 5.3 Upon expiration or termination of this Agreement, or in the event that Contractor is in violation of any of the terms or conditions set forth in this Agreement or the Governmental Entity is in violation of its Agreement with Pictometry, the Contractor shall immediately cease use of all Pictometry Licensed Products, purge all Pictometry Licensed Products off of its respective computers/servers and return all Pictometry Licensed Products to Pictometry.
- 5.4 Contractor shall not assign or otherwise transfer its rights or delegate its duties under this Agreement.
- 5.5 All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.
- 5.6 Any extensions or modifications of this Agreement must be in writing and signed by duly authorized officers of Pictometry and the Contractor.
- 5.7 This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.
- 5.8 The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 5.9 In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Contractor

Pictometry International Corp.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____
Effective Date: _____

AN
ORDINANCE
of the City Council of the City of Berkley, Michigan to Amend Section 30-107,
Inspection of owner-occupied business properties of the City of Berkley Code of
Ordinances to update the policies and procedures for inspection of owner-occupied
business properties.

**THE CITY OF
BERKLEY ORDAINS:**

SECTION 1: Section 30-107 of Chapter 30 of the Berkley City Code is amended, as follows:

Sec. 30-107. – Inspection of owner-occupied business properties.

- a) The city shall inspect owner occupied businesses at two-year intervals. These inspections shall be for the purpose of determining whether the building complies with chapters 26, 50 and 138. The city may request permission to enter any premises regulated by this article at reasonable hours to undertake an inspection. Upon an emergency, the city may obtain a court order for the purpose of inspecting any premises regulated by this article. All inspections conducted pursuant to this section shall be conducted in such a manner as to secure compliance with this article.
- b) In addition to periodic inspections, the following may occur:
 - 1) A complaint basis such that a regulated premises shall be inspected within a reasonable time by the city manager or ~~his~~ their designee upon receipt of a complaint, verbal or written, by a citizen or tenant that the regulated premises may be in violation of this Code.
 - 2) An area basis, such that all regulated premises in a predetermined geographical area will be inspected simultaneously or within a short period of time.
 - 3) A recurrent violation basis, such that those premises which are found to have a high incidence of recurrent or uncorrected violations will be inspected more frequently. The owner or agent shall ensure that the premises regulated by this section are accessible for inspection during normal working hours of the city, except that an occupant of the premises may allow inspection at any time.
 - ~~4) If a building is found to have minimal violations, the city may elect to inspect and charge a fee at four year intervals.~~

SECTION 2: Severability Clause

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

SECTION 3: Penalty

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

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

Blue underlined text is proposed to be inserted: example

SECTION 4: Effective Date

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

SECTION 5: Publication

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

Introduced on the First Reading at the Regular City Council Meeting on Monday, March 4, 2024.

Adopted on the Second Reading at the Regular City Council Meeting on Monday, March 18, 2024.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

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



CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: City Council

From: Kristen Kapelanski, Community Development Director

Subject: Proposed Amendments for Rental Ordinance Update: First Reading

Date: March 8, 2024

Proposed are amendments to Section 30-107 of the City Code. This ordinance has been amended to remove the optional four-year inspection interval. This has created practical issues with implementation as there are some violations that cannot be easily categorized as major or minor, or several minor violations on one property leading to ambiguity in the application of the aforementioned optional inspection interval.

City Council approved the first reading of this ordinance on March 4, 2024. No changes have been made to the draft text for the second reading.

A PROCLAMATION
of the Council of the City of Berkley, Michigan
in appreciation of Maybelle Fraser for her legacy
of leadership in the City of Berkley

WHEREAS, *The City of Berkley is a better place because of the contributions of Maybelle Fraser throughout her life. Maybelle was the first woman in the history of Berkley to be elected Mayor in 1995, following a two-term tenure on the City Council beginning in 1989; and*

WHEREAS, *Maybelle graduated from Berkley High School in 1949 after ascending to her first leadership role as the Secretary to her graduating class; and*

WHEREAS, *During her life, Maybelle devoted her time and energy to many worthwhile causes in Berkley that live on today. As a feminist, she was the driving force behind the establishment of Berkley Mom's Club and served as its charter president from 1971-1973. In 2001, Maybelle conceived and executed the building of the gazebo and historic walkway outside City Hall by fundraising for the project and recruiting both labor and community support to bring it to completion; and*

WHEREAS, *in 1974, Maybelle was recognized by the City of Berkley as its Citizen of the Year for her varied contributions as a community leader; and*

WHEREAS, *Maybelle has earned the respect and appreciation of her community for all that she contributed to the City of Berkley throughout her life.*

NOW, THEREFORE, THE CITY OF BERKLEY PROCLAIMS:

SECTION 1: *That City Council, on behalf of all local residents, offers its genuine thanks and appreciation to Maybelle Fraser for her dedicated service to the City of Berkley throughout her life.*

Introduced and passed at a Regular City Council Meeting on March 18, 2024.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk



City of Berkley

TREE BOARD STATUS REPORT

Kathy Karlis, Chair | 2/4/2024

2023

❖ CITY TREE PROGRAM

- ❑ 20 new trees planted in the Spring and an additional 249 new trees were planted in the Fall
- ❑ 145 trees were removed, 869 trees trimmed in the last calendar year
- ❑ 20 different species were planted this year
- ❑ Applied for grants from DTE and to the DNR for Oxford Parks – we did not receive these grants this year but are hopeful for 2024 (in the scoring system used by DNR points are added for applications where no grant money was received the prior year so in effect receiving the DTE grant in 2002 counted against us this year)

❖ TREE CITY USA

- ❑ City of Berkley received approval in 2023 from Arbor Day Foundation to be designated as a Tree City USA (33 Years)
- ❑ Also applied in December for the Growth Award which is presented to participating communities that demonstrate higher levels of tree care and community engagement during the calendar year
- ❑ Arbor Day Celebration occurred April 29th. Two trees were planted in the center boulevard of Cass, near 11 Mile Rd.

❖ CITY TREE ORDINANCE

- ❑ Dennis H. worked with Lawrence Sobson, DNR urban forester and partnership coordinator, to ensure that the City of Berkley ordinance meets Arbor Day requirements and to incorporate DNR recommendations – to be finalized in 2024

❖ INFORMATION SHARING REGARDING PESTS, TREE DISEASE, OR INVASIVE TREE SPECIES / CITY TREE ORDINANCE

- ❑ Mike L. first provided an update on the Spotted Lanternfly in January – this pest has been detected in Oakland County.

- ❑ Robert Miller from the Michigan Department of Agriculture and Rural Development provided another update in October. The Spotted lanternfly can feed on many plants or trees but prefer tree of heaven and grape vines. They travel primarily by laying egg masses on vehicles, outdoor equipment and firewood. As they eat, they release a sticky, sugary substance called honeydew that increases the growth of mold and attracts other pests. Although it will not directly kill most trees, it is a tree stressor
- ❑ Tree of Heaven were spotted in Oxford Park. DPW has plans to remove in 2024 and will most likely bring an arborist to address the tree(s) before removing .

❖ COMMUNICATION

- ❑ Utilized Facebook to share news throughout the year
- ❑ Also used the City communication channels
- ❑ Provided residents information on how to care for new street trees via email and it seemed to work well this past year - other than when Marine City Nursery shifted planting time and delayed the planting in some city sections
- ❑ Developed Tri-fold brochure to communicate Tree Board Goals to residents
- ❑ The City paid for 500 tri-folds to be printed. A few were given out at Berkley Days. The rest were given to the Chamber to add to the welcome package of materials that are given to new residents

❖ TREE INVENTORY

- ❑ DPW is continuing process to create a GIS compatible Street Tree Inventory (463 more trees documented in GIS in 2023 – now 1047 total). Should be able to document quite a few more in 2024 once HRC pushes out their update

❖ HOLIDAY PARADE

- ❑ Holiday Parade – participation was better this year (Bob L., Mike L., Lisa F. and her husband Michael, & Kathy K.). Candy was passed out and the lighted tree wagon float was included

❖ EVALUATE PERMEABLE PAVEMENT TEST

- ❑ In 2022, DPW initiated a permeable pavement test to evaluate if this would be worthwhile to support trees along Coolidge and 12 Mile Road
- ❑ This has worked well so far but it is a little pricey. Overall, it looks like it would be a good alternative to tree grates / mulch when we replant trees along Coolidge and 12 Mile Road

❖ RESIDENTIAL TREE GIVEAWAY

- ❑ Tricia L did some research on programs in other cities and potential places where the board could obtain the trees
- ❑ A subcommittee was formed to discuss how to implement
- ❑ The Arbor Day Foundation “Community Canopy” program was discussed – it would allow residents to sign up for a tree from a list of available trees, the would be delivered directly to the resident, and would be first come first serve until all available trees are allocated
- ❑ A minimum order of 100 trees is required for this program – and the issue to fund these trees has not been resolved
- ❑ Lisa F. spoke with Fai Foen from the Greening of Detroit and this may be another viable source for tree for this program
- ❑ With input from the Tree Board, the Beautification Department created new door hanger tree flyers to inform residents how to care for newly planted trees. Tree care instructions were also updated to provide more detailed instructions (both were made available for the 2022 Fall Tree planting)

❖ EVALUATE GATEWAYS / COMMON AREA TREES FOR COVERAGE AND CONSISTENCY

- ❑ S.Bard evaluate tree coverage at four boulevard entrances to the City and compared to the Cass Boulevard between Harvard and Cambridge which he used as a benchmark. He reported that there were approximately 1.5 trees per home in those areas and were comparable to Cass Boulevard
- ❑ For consistency, Steve advocated with the City to document criterion to be used in deploying the City’s tree resources so areas of higher usage,

entrances and other common areas) receive higher priority than areas with lower usage. This is still ongoing

❖ MORE COMMUNITY INVOLVEMENT

BERKLEY DAYS

- ❑ All members of the Tree Board supported Berkley Days, providing materials, manning the booth, and helping to set up or tear down
- ❑ We had many good interactions with residents regarding the Urban Tree Canopy and Tree Board goals
- ❑ Trees were raffled, but only \$173 collected. 3 trees were donated by Kathy K and Lisa F. was able to get another 11 younger trees at no cost from Greening of Detroit
- ❑ M. Leneway initiated a Big Tree Contest
- ❑ Although understood to be necessary, all were all were disappointed to see the event shut down early on Saturday and all day Sunday due to the disturbances on Saturday night

“SLOW ROLL” BIKE TOURS

- ❑ Using the old tree inventory and Google Maps -Street View, Kathy K. developed three street tree tours encompassing all the neighborhoods to explore the diversity of tree species found in Berkley
- ❑ Lisa F., Mike L. and Tricia L verified that these trees were still present or not. Kathy K. made necessary corrections to finalize these maps
- ❑ Steve B. and Kathy K. led the initial tours. The “Slow Roll” bike group plans to use these maps and revisit these trees throughout the year
- ❑ The tours were also made available to all Berkley residents on the City’s Tree Board website

LIBRARY PROGRAM

- ☐ Kathy K. arranged for Lawrence Sobson to provide a program to residents called “Where the Sidewalk Ends: Choosing Resilient Trees for Tomorrow’s Urban Environment” . This program is scheduled for February 6,2024 in the evening at the Berkley Public Library

❖ VOLUNTEER HOURS

- ☐ Kathy K. started a spreadsheet to track volunteer hours that might be used to support dollar matching requirements for grant applications. Documented a total of 340 hours @ \$30.15 per hour - \$10,250

❖ CLIMATE CHANGE

- ☐ Reviewed information on the impact of climate change when selecting city street trees
- ☐ Board reviewed resources provided by Tricia L. Larry Sobson discussed the 10/20/30 rule, i.e. having no more than 10% of one species, 20% of one genus and 30% of one family in the canopy

❖ RECOMMENDATION TO DDA FOR STREET TREES

- ☐ The Tree Board provided recommendations to guide the DDA for selecting and caring for street trees in the Downtown District. The DDA welcomed the input and were supportive
- ☐ Shawn met with DDA Director Mike McGuinness and the DDA agreed to work closely with the DPW regarding care of existing trees / planting and selecting new trees in the District
- ☐ DDA is also open to possibly covering some cost for tree planting and maintenance in the District

2024 Ongoing Projects:

- ❖ CITY TREE PROGRAM
- ❖ TREE CITY USA
- ❖ INFORMATION SHARING REGARDING PESTS, TREE DISEASE, OR INVASIVE TREE SPECIES
- ❖ CITY TREE ORDINANCE (PROPOSED CHANGES, CONCERNS)
- ❖ COMMUNICATION

2024 Other Projects:

- ❖ RESIDENTIAL TREE GIVE AWAY PROGRAM
- ❖ HISTORICAL MUSEUM “ARBOR DAY” DISPLAY
- ❖ PUBLIC OUTREACH AND EDUCATION AT COMMUNITY EVENTS (TBD)
AND HOST PUBLIC LIBRARY PROGRAM (FEBRUARY)

City of Berkley

New Website Launching Soon

March 18, 2024 - Department of Communications

Presented by: Caitlin Flora, Director of Communications





THE CITY OF
BERKLEY

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Welcome to the City of Berkley, Michigan

Small City – Big Impact!

Berkley is known for its small-town appeal with close proximity to major entertainment, business, and healthcare amenities.

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City Updates: [Winter 2024 Berkley Buzz out now! Here](#)



[City Projects](#)



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[Parking Tickets](#)



[City Calendar](#)



[Forms & Documents](#)



HOME / GOVERNMENT / FINANCE/TREASURY / BILL PAY

Finance/Treasury

Finance & Treasury Home

Assessing & Deeds

Audit & Budget Documents

City Dashboard

Property Taxes

Bill Pay

Hardship/Poverty Exemption
Application Waiver and Letter

City Fee Schedule

Finance/Treasury Contact Info

3338 Coolidge Hwy.
Berkley, MI 48072

248.658.3360 - **Treasury**
248.658.3340 - **Finance**

Emails:
finance@berkleymich.net
treasury@berkleymich.net

Office Hours
M-F 8:30AM to 5PM
Closed from 1-2PM every
day

Bill Pay



Berkley's Billing Cycles

Our Public Works Department (DPW) operates the City's water and sewer system for residential and commercial property. Services include meter installation and reading, maintenance of the City's water/sewer infrastructure and residential and commercial billing.

Water bills are sent on a quarterly basis and payments are due on the 18th of the month the bill is received. If the 18th is on a weekend or holiday, payments are due on the next business day. Additional fees will be added to any late payments.

Payments can be made at City Hall or online. City Hall business hours are 8:30 a.m.-5 p.m. The building is closed 1-2 p.m. daily. For your convenience, a dropbox for payments is located outside of City Hall.

Making Payments in Berkley

Point&Pay® Billing

Our easy-to-use online payment system, Point&Pay, enables residents to view and pay their water bills and miscellaneous invoice fees issued by the City. Additionally, residents can view past transactions.

Please note: There is a convenience fee of 2.8% of the total bill for online payment services. This fee is collected and retained by the service provider – **not the City of Berkley.**

Please click the appropriate link to make a payment. *(Additional fees do apply)*

- Berkley DSA Main Portal Page
- Pay your **Utility Bill**
- Pay your **Miscellaneous Bill**

Pay Your Bill



[Back to Residents](#)

Making City Payments Online

Point&Pay® Billing For City Payments

We have recently launched a new easy-to-use online payment system, Point&Pay, where residents can view and pay their water bills and miscellaneous invoice fees issued by the City. Additionally, residents can view past transactions. Additional fees do apply for paying online.

Berkley's Billing Cycles

Our own Public Works (DPW) operates the City's water and sewer system for residential and commercial property. Services include meter installation and reading, maintenance of the city's water/sewer infrastructure, and residential and commercial billing.

Water bills are sent on a quarterly basis and payments are due on the 18th of the month that the bill is received. If the 18th is on a weekend or holiday, payments are due on the next business day. Additional fees will be added to any late payments. You may sign up for paperless water billing by filling out this form.

Payments can be made at City Hall or online. City hall business hours are 8:30 AM to 5 PM. The building is closed from 1 PM - 2 PM daily. For your convenience, a dropbox for payments is located outside of City Hall.

Make Payments in Person:

City Hall Business Hours:
8:30 AM to 5 PM.
The building is closed from 1 PM - 2 PM daily.

For your convenience, a dropbox for payments is located outside of City Hall.

Municipal Services
Payments Main
Portal



Pay Your Utility Bill



Pay your
Miscellaneous Bill



[? HOW TO SET UP AN ACCOUNT?](#)

[? LEARN MORE ABOUT WATER BILLING](#)

Contact Us

Start a Conversation

Service Request

Department Phone Numbers & Locations

City Directory

City Office Locations & Department Contact Information

Wondering How to Get in Touch with our City Departments?

Please refer to the contact information listed below to get in touch with a specific department:

Location	Address	Phone	Fax	Department Email
City Manager's Office	3338 Coolidge Hwy.	248-658-3350	248-658-3301	cmo@berkleymich.net
Communications (Media Relations)	3338 Coolidge Hwy.	248-658-3333	248-658-3301	communications@berkleymich.net
Downtown Development Authority (DDA)	3338 Coolidge Hwy.	248-658-3353	248-658-3301	director@downtownberkeley.com
City Clerk's Office	3338 Coolidge Hwy.	248-658-3310	248-658-3301	clerk@berkleymich.net
Community Development (Building/Planning)	3338 Coolidge Hwy.	248-658-3320	248-658-3301	building@berkleymich.net
Code Enforcement	3338 Coolidge Hwy.	248-658-3320	248-658-3301	codeofficer@berkleymich.net
Finance	3338 Coolidge Hwy.	248-658-3340	248-658-3341	finance@berkleymich.net
Treasury	3338 Coolidge Hwy.	248-658-3360	248-658-3361	treasury@berkleymich.net
Library	3155 Coolidge Hwy.	248-658-3440	248-658-3441	library@berkleymich.net
Parks & Recreation	2400 Robina	248-658-3470	248-658-3471	parks@berkleymich.net
Public Works	3238 Bacon	248-658-3490	248-658-3491	publicworks@berkleymich.net
Public Safety	2395 12 Mile Rd.	248-658-3380	248-658-3381	Emergency Number: 9-1-1



Connect

City Hall Hours

248.486.2520 phone
248.486.2201 fax
info@berkley.org

Office Hours
9:00 AM - 5:00 PM
Closed from 12:00 noon - 1:00 PM

[View our hours](#)



Service Request

Residents can report non-emergency concerns related to street maintenance, trash collection, and property maintenance by completing the Service Request Form. To get started, click the "Report A Problem" tab below.

[Report a Problem / Request Service](#)



Give a Kudos

Want to send kudos to a department, give praise to an employee or share a concern? Start that conversation on this page. Identify the department, enter the information in the spaces provided and submit.

Thank you for contacting the City of Berkley.

[Start a Conversation](#)



Fast Connect

[Staff Directory](#)



[Hot Issues](#)





City Council

- Mayor
- Council Members
- City Attorney
- Meetings
- Agendas & Minutes

City Manager

- Employment Opportunities
- Stay Informed
- Explore Berkeley
- Report A Claim

City Clerk

- City Council Meetings
- Elections
- City Ordinances
- Bid Opportunities
- Documents & Permits
- Freedom of Information Act (FOIA)
- FAQs

Community Development

- Permits
- Landlord Licensing
- Code Enforcement
- How to Open a Business in Berkeley
- Urban Planning
- Signs
- Snow Removal
- Zoning Ordinances
- Variances
- Site Plan Review
- Special Use Approval
- Rezonning
- Master Plan
- Permit Fee Reimbursement Request Form
- Zoning Map
- Outdoor Dining and Parklets

Finance/Treasury

- Assessing & Deeds
- Audit & Budget Documents
- City Dashboard
- Property Taxes
- Bill Pay

Library

- Library Catalog
- Calends/Program Registration
- Digital Content
- Summer Reading
- About the Library
- Friends of the Library
- Donations
- Resources

Parks & Recreation

- Recreation Master Plan
- Berkeley Buzz
- Community Center Reopen FAQs
- Berkeley Parks
- Joyces Park Development Programs
- Summer Day Camp
- Senior Services
- Day Trips & Extended Travel
- Community Events

Public Safety

- General Information
- Employment
- Public Safety Transparency Updates
- Fire Prevention
- K-9 Program
- School Safety Zones
- Fire Lane and Sign Consistency Update Project

Public Works

- Utility Bills & Payment
- Trash Collection
- Recycling
- Yard Waste & Leaf Pickup Route
- Berkeley Construction Projects
- Chipper Route Service
- Street Maintenance
- FORESTRY
- Water Quality Report
- Street Light Repair
- Sewer Line Warranty Program
- DTE Tree Trimming Program
- WRAP
- Water Quality Report

BERKELEY

🔍 SEARCH

JOIN A BOARD OR COMMISSION! ✖

Want to get involved in the City? One of our Boards or Commissions could be a perfect fit for you!

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Live in a wonderful way.

For Residents

From great food to a variety of arts to hand-crafted jewelry and delicious eating, Berkeley truly has it all!



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[Berkeley Parks](#)



[Berkeley Public Library](#)



[Berkeley Public Schools](#)



[Historical Museum](#)



[Employment Opportunities](#)



[Awards/Recognitions](#)

Thank you, and stay tuned for more about the launch!

Questions? Email cflora@berkleymich.net



March 18, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the contract with Johnson Controls to complete Phase 1 of the HVAC replacement project at a cost of \$1,936,690. This project is being funding by both a federal and state grant.

Ayes:

Nays:

Motion:

MEMORANDUM



To: Matthew Baumgarten, City Manager

From: Alex Brown, Facilities Manager

Date: March 11, 2024

Subject: HVAC replacement Phase 1

In a continuing effort to increase energy efficiency throughout Berkley, we have selected Johnson Controls to be our partner in the first phase of the HVAC replacement project. Johnson Controls is extremely reputable company and has been in business for over 100 years. They bring a wealth of expertise to this project.

Berkley was awarded two grants that have made this project possible. \$700,000 from the State of Michigan and \$ 1,049,260,00 from the Federal Government. These grants will allow us to replace severely outdated and non-functioning equipment at both the Public Safety Building and the Library. These buildings have the most needs and that's why we've included them in Phase 1 of this project.

Johnson Controls is part of the Sourcwell cooperative agreements. These agreements not only streamline the procurement process they provide affordable, nationally based pricing that saves money, allowing us to streamline the dollars we have to spend. By going with a Sourcwell contractor like Johnson Controls we can have confidence that the products provided will be of the highest quality and the pricing cost effective.

With long lead times and supplier delays we anticipate this project will begin in 8-10 weeks, with some equipment taking 35-40 weeks to arrive. Once equipment arrives the installation will be a 4-6-week process at each site. Crews will be working 2-3 shifts at Public Safety to minimize down time. No disruptions to Police or Fire services will occur.

Please do not hesitate to reach out with any questions or concerns in regards to this project.

City of Berkley Energy Savings And Mechanical Upgrades

March 8th, 2024

Rev04

Proposal by: Joseph Caspersen

Project Information

Over the past year, JCI has had the opportunity to work closely with the City of Berkley to assess their current Mechanical Systems and Building Management technologies at the Public Safety, City Hall, Public Library and Public Works municipal buildings. We have learned that most of the systems have been operating well beyond their expected length of service. The average Rooftop Unit at City Hall is almost 25 years old and the equipment at Public Safety, including the pneumatic controls have been operational since the late 1980's. The library equipment is also nearing 25 years old.

We have thoroughly investigated and populated our recommendations based on the information provided to us by the City and many site visits. Overall, our goal is to be a partner with the City and help them achieve a better environment for City Employees and drastically reduce the overall energy expenses, helping the City work towards achieving their 2019 sustainability goals. Our proposal includes the necessary labor, materials, equipment, technology and building management systems to help achieve those goals.

Our preliminary assessment includes the items detailed out in the subsequent pages for each building. This will include a full BMS at each of the location. (New drops to be included by City of Berkley)

PHASE I:

- The Public Safety building will have the Air Handling Units rebuilt (VFD's added for Energy Efficiency), a new 40-ton condensing unit with with new cooling coil, new IT Duct Free Split wall mounted unit, (2) new radiant tube heaters in the fire engine garage, (2) new boilers (1 redundant), (2) new circulating pumps and (1) new 100 Gallon Hot Water tank.

- The Library will have a new 40 ton Air Cooled Chiller with integrated redundant pump set, (3) new Air Handling Units, (2) new Hot Water Pumps and (1) New Boiler.

- Coordination of new virtual server necessary with City of Berkley IT department.

PHASE II:

- The City Hall will have (5) new Rooftop Units (1 replacing the split AHU in the older firehouse), re-use the VVT system in the older firehouse, new VAV system in the old court building and (3) new Constant volume RTU's in the remaining spaces.

- The DPW building will only be controls, as the rest of the equipment has been recently updated within the new construction of this property.

We look forward to continuing to work with the City of Berkley and thank you for allowing us the opportunity to provide this proposal.

PHASE I:

I Public Safety



Items Included Mechanical Install:

Lower-Level Air Handling Unit (AHU) and Recirculation Fan Refurbishment(s):

- Replace fan bearings, sheaves, pulleys, belts, and motors with new.
- Pressure test heating hot water coil.
- Patch insulation on interior of AHU cabinet.
- Paint AHU cabinet.
- Add control valve to heating hot water coil on both AHU's – does not currently exist.
- Add variable frequency drives (VFD) to the supply fan of both AHU's and related electrical power wiring.
- Replace leaking 2.5" isolation valve for AHU serving gun range.
- Perform check, test, and startup of refurbished fans.
- Air balance (2) AHU's and (1) recirculation fan for the gun range.
- Water balance hot water coils in both AHU's.

Boiler Room Upgrades:

- **Replace (1) heating hot water boiler with (2) high efficiency boilers.**
- **Demo Scope:**
 - Disconnect, and perform selective demolition of, electrical power wiring, temperature control wiring, gas piping, and ductwork from existing boiler, heating hot water pump, and domestic hot water heater.
 - Remove and dispose of existing boiler, pump, and hot water heater.
 - Cap abandoned duct/vent penetrations with sheet metal.
- **Installation Scope:**
 - Modify equipment housekeeping pads as necessary.
 - Set (2) new boilers, (2) new pumps, and (1) new domestic hot water heater on housekeeping pads.
 - Rework existing heating hot water piping mains to accommodate the new boilers and pumps.
 - Fill, leak check, and vent new piping.
 - Upon successful leak check, insulate new piping to match existing.
 - Furnish and install new venting and combustion air intake for the new boilers and new water heater.

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- Furnish and install electrical power wiring to new boilers and pumps. Furnish and install emergency stop button and wiring interlock to boilers as required by code.
 - Furnish and install locking electrical disconnect for boilers as required by code.
 - Furnish and install (2) new VFDs for the heating hot water pumps.
 - Furnish and install gas piping to new boilers.
 - Perform water balance of boiler plant.

Cooling System Upgrades:

- **Replace (2) condensing units with (1) 40-ton unit.**
- **Demo Scope:**
 - Reclaim remaining refrigerant from system.
 - Disconnect, and perform selective demolition of, electrical power wiring, temperature control wiring, and refrigerant piping from existing condensing unit.
 - Remove and dispose of existing R-22 direct expansion (DX) coils condensing units.
- **Installation Scope:**
 - Furnish and install new equipment support rails and (1) 40-ton condensing unit.
 - Furnish and install new R410 DX coils in 2nd floor AHU.
 - Furnish and install sheet metal flashing around coils to create a proper seal.
 - Furnish and install new refrigerant piping to connect the outdoor condensing unit to the indoor DX coils, including isolation and thermostatic expansion valves.
 - Perform nitrogen leak check of new refrigerant piping circuits.
 - Upon success leak check, pull a vacuum on each refrigerant circuit to assist in removing moisture and particulate.
 - Insulate new refrigerant piping. Outdoor piping to include weather jacketing.
 - Charge refrigerant circuits with manufacturer specified amount of R410A refrigerant.
 - Furnish and install electrical power wiring to new condensing unit.

2nd Floor AHU Refurbishment:

- Replace fan bearings, sheaves, pulleys, belts, and motors.
- Pressure test heating hot water coil.
- Patch insulation on interior of AHU cabinet.
- Clean condensate drain pan and patch and leaks.
- Paint AHU cabinet.
- Add variable frequency drive (VFD) to the supply fan of AHU and related electrical power wiring.
- Perform check, test, and startup of refurbished AHU.
- Air balance AHU only.
- Water balance hot water coil.

Supplemental Cooling System Upgrades:

- **Repair 1st floor cooling system service the Dispatch Area.**
- **Install 2nd floor cooling system serving the IT room.**
- **Demo Scope If Necessary:**
 - Reclaim remaining refrigerant from system.
 - Disconnect, and perform selective demolition of, electrical power wiring, temperature control wiring, and refrigerant piping from existing equipment.
 - Remove and dispose of (1) air cooled split system and (1) water cooled system
- **Installation Scope:**
 - Furnish and install (3) air cooled split systems.
 - Condensing units will be mounted to the outside wall with brackets.
 - Evaporator units will be mounted on inside wall of the space it serves.
 - Furnish and install interconnecting refrigerant piping.
 - Perform nitrogen leak check of each refrigerant circuit.

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- Upon success leak check, pull a vacuum on each refrigerant circuit to assist in removing moisture and particulate.
 - Insulate new refrigerant piping.
 - Charge refrigerant circuits with manufacturer specified amount of R410A refrigerant.
 - Furnish and install electrical power wiring to each system. The indoor unit will be powered by the outdoor unit.
 - Furnish and install condensate drain piping from each indoor evaporator unit.
 - Perform check, test, and startup of each system.

Fire Station Garage Supplemental Heating:

- **Add radiant tube heaters near roll-up doors.**
- **Installation Scope:**
 - Furnish and install (2) 20' long radiant tube heaters.
 - Furnish and install gas piping from the nearest source to each tube heater.
 - Paint new gas piping.
 - Furnish and install flue venting through pitched roof.
 - Roof in new venting material.
 - Furnish and install electrical power wiring from the nearest source to each tube heater control box.
 - Perform check, test, and startup of new heaters.

Items Included for Controls Installation:

Demolition

- Provide DDC control demo as required
- Reuse existing control panels, control wiring and controls devices where able
- Cut and cap pneumatic controls

Network – Building Management System (BMS) – Located on 2nd Floor in Janitor Closet

- Furnish installation of one (1) supervisory control panel (SNE)
- Owner's ETHERNET network
- Provide an Uninterruptable Power Supply (UPS)
- Provide a BACnet MSTP communication bus
- **Provide Virtual Application and Data Server (ADS) – Hardware Furnished by City of Berkley IT Department**
- Provide programming, point mapping and graphics
- Provide operator workstation and printer

Global Outdoor Air Temperature/Humidity Sensor – Typical of (1)

- Provide one (1) outdoor air temperature and humidity sensor

Hot Water Heating System Control

- Provide one (1) new heating hot water system DDC control panel
- Provide a BACnet MSTP communication bus
- Provide control of two (2) hot water pump VFDs; VFDs are installed and powered by others
- Provide one (1) differential pressure sensor located 2/3 down the system; pipe tap installed by others
- Provide interlock wiring of two (2) boiler manufacturer furnished flow switches
- Provide control wiring to one (1) bypass valve; valve installed by others
- Provide two (2) temperature sensors; wells installed by others
- Provide monitoring of boiler status alarms; boiler control panel contacts provided by others
- Provide one (1) emergency stop push-button at boiler room entrance doors

Domestic Hot Water System Monitoring

- Provide one (1) domestic hot water strap-on temperature sensor
- Provide one (1) domestic hot water alarm

2nd Floor Multi-Zone AHU Control – Typical of (1)

- Provide one (1) DDC panel
 - Provide a BACnet MSTP communication bus
- Provide three (3) damper actuators, dampers installed by others
- Provide one (1) return air temperature and humidity sensor
- Provide one (1) averaging mixed air temperature
- Provide one (1) cold deck air temperature sensor
- Provide one (1) hot deck air temperature sensor
- Provide one (1) freezestat
- Provide control of one (1) VFD; VFDs are installed and powered by others
- Provide control wiring to one (1) hot water 3-way control valve, valve installed by others
- Provide one (1) differential pressure filter switch
- Provide interlock wiring from fan VFD to duct mounted smoke detectors; fire/smoke detectors provided, installed, and wired by others
- Provide interlock wiring to associated condensing unit
 - Provide 4 stages of cooling
 - Provide installation of unit manufacture provided discharge air temperature sensor
- Provide BACnet MSTP communication bus
- Provide fifteen (15) zone damper actuators; existing dampers to remain
- Provide fifteen (15) zone temperature sensors
- Provide fifteen (15) zone DA-T sensors

2nd Floor Heat Pump Control – Typical of (2)

- Provide two (2) zone damper actuators; existing dampers to remain
- Interlock with Zone 8 and Zone 9 damper actuators

Basement Suspended AHU Control – Typical of (2)

- Provide one (1) DDC panel
- Provide a BACnet MSTP communication bus
- Provide one (1) damper actuator, dampers installed by others
- Provide one (1) freezestat
- Provide control of one (1) VFD; VFDs are installed and powered by others
- Provide interlock wiring from fan VFD to duct mounted smoke detectors; fire/smoke detectors provided, installed, and wired by others
- Provide one (1) discharge air temperature sensor
- Provide one (1) zone temperature sensor

Basement Recirculating Fan Monitoring – Typical of (1)

- Provide one (1) current sensor; wire to nearest DDC controller
- Provide one (1) damper; damper installed by other
- Power Generator Monitoring – Typical of (1)
- Provide one (1) DDC panel
- Provide a BACnet MSTP communication bus
- Provide one (1) power generator alarm
- Provide one (1) power generator status

IT Room Split System AC – Typical of (2)

- Furnish the installation and control wiring of one (1) unit manufacturer supplied thermostat
- Provide interlock wiring from indoor unit to the remote condensing unit
- Provide one (1) zone temperature sensor adjacent to the manufacturer supplied thermostat
- Provide one (1) water level detection alarm

Standalone Garage Radiant Heater – Typical of (2)

- Furnish installation of unit manufacture provided thermostat

Energy Meter Monitoring – Typical of (1)

- Provide one (1) energy power meter near main power panel
- Provide a BACnet MSTP communication bus

Items Included Equipment:

- 40 Ton – 4 Stage Cooling Johnson Controls Condensing Unit (4 Pipe)
 - 208/230 3-Phase Electrical
 - HVACR Breaker/Disconnect
 - Bacnet Smart Equipment Controller
 - Field Installed Phase Monitor and Low Ambient Kit
 - New 40 Ton – 410A Refrigerant Cooling Coil for Refurbished AHU #1
 - New 20 HP VFD for AHU #1
- (2) 1250 MBH Boilers
 - (2) New High Efficiency Boiler Pumps with VFD's
- (1) New 100 Gallon Hot Water Tank
- 3-Ton PAC Duct Free Split System with Outside Condensing Unit with Wired Remote
 - 50' Line set and controls wiring.
- (2) Standalone Radiant Tube Heaters for the Fire Engine Bays
 - Standalone Stats
- (2) New VFD's for AHU #2 and AHU #3
- VFD for Gun Range Closet Exhaust Fan

Controls, Install and Equipment PRICE.....\$ 1,040,275.00

*Rental AHU for 3 Week ADD (including temporary installation, rental AHU) - \$ TBD

III Library



Items Included Mechanical Install:

Boiler Plant Upgrade:

- Replace (1) heating hot water boiler with (1) high efficiency boiler.
- Replace (2) heating hot water pumps with (2) premium efficiency pumps.

- **Demo Scope:**
 - Disconnect, and perform selective demolition of, electrical power wiring, temperature control wiring, gas piping, and ductwork from existing boiler and heating hot water pumps.
 - Remove and dispose of existing boiler and pumps.
 - Cap abandoned duct/vent penetrations with sheet metal.
- **Installation Scope:**
 - Set (1) new boiler and (2) new pumps.
 - Reconnect existing heating hot water piping to new boiler and pumps.
 - Fill, leak check, and vent new piping.
 - Upon successful leak check, insulate new piping to match existing.
 - Furnish and install new venting and combustion air intake for the new boiler.
 - Furnish and install electrical power wiring to new boiler and pumps.
 - Furnish and install emergency stop button and wiring interlock to boilers as required by code.
 - Furnish and install locking electrical disconnect for boilers as required by code.
 - Furnish and install (2) new VFDs for the heating hot water pumps.
 - Furnish and install gas piping to new boiler.
 - Perform water balance of boiler plant.

Air Handling Unit Replacement(s):

- **Replace (3) air handling units.**
- **Demo Scope:**
 - Disconnect, and perform selective demolition of, electrical power wiring, temperature control wiring, hydronic piping, and ductwork from existing AHU's.
 - Remove and dispose of existing AHU's.
- **Installation Scope:**
 - Furnish and install (3) new AHU's.
 - Furnish and install supply air and return air duct to reconnect existing mains to new AHU's.
 - Seal duct as required by code.
 - Reconnect existing chilled water and heating hot water piping to new AHU's.
 - Fill AHU's coils, leak check, and vent.
 - Upon successful leak check, patch piping insulation as necessary.
 - Reconnect existing electrical power to the new AHU's.
 - Perform air balance of new AHU's.
 - Perform water balance of new AHU chilled water and heating hot water coils.

Glycol Fill Station Addition:

- Install an automated glycol fill station.
- Turnkey installation also includes:
 - Piping fill station into chilled water loop, electrical power wiring for fill station pump, installation, startup, and water balance.

Items Included for Controls Installation:

Demolition

- Provide DDC control demo as required
 - Reuse existing control panels, control wiring and controls devices where able

Network – Building Management System (BMS) – Located in Penthouse

- Provide one (1) supervisory control panel
 - Owner's ETHERNET network
 - Provide an Uninterruptable Power Supply (UPS)
- Provide a BACnet MSTP communication bus
- Provide programming, point mapping and graphics

- DDC controls points to be tied into the Johnson Controls Metasys Server

Chilled Water System

- Provide one (1) DDC panel
 - Provide a BACnet MSTP communication bus
- One (1) Air-Cooled Chiller with Integral Pumps
 - Provide trouble alarm relays, start/stop relays, and current switches
 - Provide a BACnet MSTP communication bus
- Provide two (2) water temperature sensors; wells installed by others
- Provide one (1) bypass valve; valve installed by others
- Provide one (1) differential pressure sensor; pipe tap installed by others
- Furnish installation of one (1) unit manufacture’s flow switch

Hot Water Heating System Control

- Provide one (1) new heating hot water system DDC control panel
 - Provide a BACnet MSTP communication bus
- Provide control of two (2) hot water pump VFDs; VFDs are installed and powered by others
- Provide one (1) differential pressure sensor located 2/3 down the system; pipe tap installed by others
- Provide interlock wiring of one (1) boiler manufacturer furnished flow switch
- Provide control wiring to one (1) bypass valve; valve installed by others
- Provide two (2) temperature sensors; wells installed by others
- Provide monitoring of boiler status alarms; boiler control panel contacts provided by others
- Provide one (1) emergency stop push-button at boiler room entrance doors

Indoor Air Handling Unit Control – Typical of (3)

- Provide one (1) fan starter
- Provide control wiring to two (2) 3-way control valve, existing valves to remain
- Provide interlock wiring from fan starter to duct mounted smoke detectors; fire/smoke detectors provided, installed, and wired by others
- Provide one (1) differential pressure filter switch
- Provide one (1) return air temperature, humidity, and CO2 sensor
- Provide zone temperature sensors

Glycol Fill Station Monitoring

- Provide one (1) trouble alarm

Energy Meter Monitoring – Typical of (1)

- Provide one (1) energy power meter near main power panel
- Provide a BACnet MSTP communication bus

Items Included Equipment:

- 40 Ton – Air Cooled Chiller with Integrated Dual Pump Set with VFD
 - 208/230 3-Phase Electrical
 - HVACR Breaker/Disconnect
 - Bacnet Smart Equipment Controller
 - Wire/Louvered Enclosure
- (1) 1000 MBH Boilers
 - (2) High Efficiency Boiler Pumps with VFD’s
- (3) Magic Aire Direct Replacement AHU’s with SS Drain Pans and ABB VFD’s

Controls, Install and Equipment PRICE.....\$ 709,900.00

PHASE II:

I City Hall



Items Included Mechanical Install:

West Building – Old Firehouse:

- **Replace (1) existing indoor AHU with (1) packaged rooftop unit (RTU).**
- **Demo Scope:**
 - Reclaim remaining refrigerant from system.
 - Disconnect, and perform selective demolition of, electrical power wiring, temperature control wiring, gas piping, refrigerant piping, and ductwork from existing AHU, duct furnace, and remote condensing unit.
 - Remove and dispose of existing AHU, duct furnace, and remote condensing unit.
 - Cap abandoned duct/vent penetrations with sheet metal.
- **Installation Scope:**
 - Perform structural engineering analysis and structural steel install to support new roof mounted RTU.
 - Flash new support curb into roof.
 - Furnish crane to set new RTU on curb.
 - Furnish and install supply and return air duct from new RTU connections to the existing mains in the second-floor mechanical room.
 - Seal new duct as required by code.
 - Insulate and weather jacket new outdoor duct.
 - Furnish and install electrical power wiring to new RTU.
 - Furnish and install gas piping from second floor penthouse to new RTU.
 - Paint new gas piping as required by code.
 - Furnish and install condensate drain trap at unit.
 - Perform air balance of new RTU and downstream air devices.

East Building – City Hall:

- **Replace (4) existing packaged RTU's with new.**
- **Demo Scope:**
 - Reclaim remaining refrigerant from system.
 - Disconnect, and perform selective demolition of, electrical power wiring, temperature control wiring, and gas piping from existing RTU's.

- Remove and dispose of existing RTU's.

South RTU:

- **Demo existing zone control dampers and related branch air distribution.**
- **Installation Scope:**
 - Furnish crane to set new curb adapters and RTUs.
 - Furnish and install electrical power wiring to new RTU's.
 - Furnish and install gas piping to new RTU's.
 - Furnish and install condensate drain trap at RTU's.

South RTU:

- Furnish and install (7) single duct VAV boxes – (4) to include electric reheat.
- Furnish and install high pressure runouts from the existing supply air main to the inlet of each new VAV box.
- Furnish and install low pressure duct from the outlet of each VAV box to existing GRDs.
- Perform air balance of new RTU's and downstream air devices.

Items Included for Controls Installation:

CITY HALL WEST BUILDING SCOPE OF WORK

Demolition

- Provide DDC control demo as required
- Reuse existing control panels, control wiring and controls devices where able

Network – Building Management System (BMS) – Located on 1st Floor Janitor Closet

- Provide one (1) supervisory control panel
- Owner's ETHERNET network
- Provide an Uninterruptable Power Supply (UPS)
- Provide a BACnet MSTP communication bus
- Provide programming, point mapping and graphics
- DDC controls points to be tied into the Johnson Controls Metasys Server

VVT Packaged Rooftop Unit – Typical of (1)

- All BACnet DDC controls to be by the unit manufacturer and factory mounted/wired
- Johnson Controls to furnish installation of all loosely shipped controls devices, such as:
 - Return humidity sensor, return air carbon dioxide sensor, outside air humidity sensor, duct static pressure sensor, discharge air temperature sensor
- Interlock wiring of duct smoke detectors
- Wire audible smoke detector alarm inside building (commissioning and testing by others)
- Provide a BACnet MSTP communication bus

Bypass Damper Control – Typical of (1)

- Bypass Damper controller to be field mounted
- Provide 24V power (see scope below)
- Provide a BACnet MSTP communication bus
- Provide one (1) differential pressure transducer

Zone Damper Control – Typical of (5)

- Zone Damper controller to be field mounted
- Provide 24V power (see scope below)
- Provide a BACnet MSTP communication bus
- Provide one (1) discharge air temperature sensor, room temperature sensor, and occupancy sensor

VAV Box 24VAC Power – Typical of (1)

- Provide VAV box power transformer panel

-
- Provide 24vac power to bypass and zone dampers

CITY HALL EAST BUILDING SCOPE OF WORK

Demolition

- Provide DDC control demo as required
- Reuse existing control panels, control wiring and controls devices where able

VAV Packaged Rooftop Unit – Typical of (1)

- All BACnet DDC controls to be by the unit manufacturer and factory mounted/wired
- Johnson Controls to furnish installation of all loosely shipped controls devices, such as:
- Return humidity sensor, return air carbon dioxide sensor, outside air humidity sensor, duct static pressure sensor, discharge air temperature sensor
- Interlock wiring of duct smoke detectors
- Wire audible smoke detector alarm inside building (commissioning and testing by others)
- Provide a BACnet MSTP communication bus

Cooling Only VAV Box – Typical of (3)

- VAV Box controller to be field mounted
- Provide 24V power (see scope below)
- Provide a BACnet MSTP communication bus
- Provide one (1) discharge air temperature sensor, room temperature sensor and occupancy sensor

Electric Reheat VAV Box – Typical of (5)

- VAV Box controller to be field mounted
- Provide a BACnet MSTP communication bus
- Provide one (1) heating enable, discharge air temperature sensor, room temperature sensor and occupancy sensor

Single Zone Packaged Rooftop Units – Typical of (2)

- All BACnet DDC controls to be by the unit manufacturer and factory mounted/wired
- Johnson Controls to furnish installation of all loosely shipped controls devices, such as:
Space sensor, return humidity sensor, return air carbon dioxide sensor, outside air humidity sensor, discharge air temperature sensor
- Interlock wiring of duct smoke detectors
- Wire audible smoke detector alarm inside building (commissioning and testing by others)
- Provide a BACnet MSTP communication bus

Sump Pump Monitoring – Typical of (1)

- Provide one (1) water detection sensor for monitoring; wire to nearest DDC panel

Energy Meter Monitoring – Typical of (1)

- Provide one (1) energy power meter near main power panel
- Provide a BACnet MSTP communication bus

Items Included Equipment:

RTU-1 (Old Court House) 15 Ton, Johnson Controls Choice Single Packaged R-410A Air Conditioner

- Variable Cooling Control, Bottom Duct, High Efficiency with variable speed compressor
- Natural Gas, Stainless Steel, Modulating Heat- Turndown Ratio 2.85:1, High Heat, 400 MBH Input
- 208/230-3-60, 5 kA Standard SCCR
- VAV Controller with VFD
- Dual Enthalpy Economizer w/Barometric Relief and Factory Installed Modulating Power Exhaust with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511)

- 5 HP High Static Belt Drive Blower
- 2" Pleated Filters (MERV 8)
- Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. BACNet MS/TP, Modbus and N2 Communication Card.
- HACR Circuit Disconnect, Air Proving Switch
- Dirty Filter Indicator Switch
- Return Air Smoke Detector
- Phase Monitor
- Modulating Hot Gas Reheat
- Co2 Sensor
- Head Pressure Control
- Hinged Access Panel, Louvered Hail Guard, Stainless Steel Drain Pan, Condensate Overflow Switch(COF)
- 14" Curb Adapter

RTU-2 (Council Chambers) 7.5 Ton, Single Packaged R-410A Air Conditioner, Ultra High Efficiency

- Three Stage Cooling, 13.1 EER
- 180 MBH Input Aluminized Steel, Two Stage Gas Heat
- 208/230-3-60
- Dry Bulb Low Leak Economizer w/Barometric Relief and Power Exhaust and Hoods (Bottom or Horizontal End Return Only) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511).
- 3 HP High Static Belt Drive Blower
- 2" Pleated Filters (MERV 8)
- IntelliSpeed control of the VFD based on stages of cooling (Provides Single Zone VAV Fan Operation as defined by ASHRAE 90.1 section 6.4.3.10)
- Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. BACNet MS/TP, Modbus and N2 Communication Card.
- Powered Convenience Outlet (110 VAC / 15 Amp)
- HACR Circuit Breaker/Disconnect
- Dirty Filter Switch
- Phase Monitor
- MagnaDry Reheat, Composite Drain Pan - Front Connection
- Tool-free maintenance with features like hinged doors for all-access panels, slide-out blower and blower motor tray
- Custom Vibration Isolation Curb Adapter (Noise dampening over chambers)

RTU-3 (Northeast Side of Building) 6.5 Ton, Single Packaged R-410A Ultra High Efficiency Air Conditioner

- Three Stage Cooling, 12.4 EER
- 180 MBH Input Stainless Steel, Two Stage Gas Heat
- 208/230-3-60
- Dry Bulb Low Leak Economizer w/Barometric Relief and Power Exhaust and Hoods (Bottom or Horizontal End Return Only) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511).
- VFD Standard, 2 HP High Static Belt Drive Blower
- 2" Pleated Filters (MERV 8)
- IntelliSpeed control of the VFD based on stages of cooling (Provides Single Zone VAV Fan Operation as defined by ASHRAE 90.1 section 6.4.3.10)
- Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. BACNet MS/TP, Modbus and N2 Communication Card.

- HACR Circuit Breaker/Disconnect
- Dirty Filter Switch
- Phase Monitor
- MagnaDry Reheat
- Composite Drain Pan - Front Connection
- Tool-free maintenance with features like hinged doors for all-access panels, slide-out blower and blower motor tray
- 14" Curb Adapter

RTU-4 (Northwest Side of Building) 7.5 Ton, Single Packaged R-410A Ultra High Efficiency Air Conditioner

- Three Stage Cooling, 13.1 EER
- 180 MBH Input Stainless Steel, Two Stage Gas Heat
- 208/230-3-60
- Dry Bulb Low Leak Economizer w/Barometric Relief and Power Exhaust and Hoods (Bottom or Horizontal End Return Only) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511).
- VFD Standard, 3 HP High Static Belt Drive Blower
- 2" Pleated Filters (MERV 8), IntelliSpeed control of the VFD based on stages of cooling (Provides Single Zone VAV Fan Operation as defined by ASHRAE 90.1 section 6.4.3.10)
- Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. BACNet MS/TP, Modbus and N2 Communication Card.
- HACR Circuit Breaker/Disconnect
- Dirty Filter Switch
- Phase Monitor
- MagnaDry Reheat, Composite Drain Pan - Front Connection
- Tool-free maintenance with features like hinged doors for all-access panels, slide-out blower and blower motor tray
- 14" Curb Adapter

RTU-5 (Old Firehouse/Southwest side of building) 12.5 Ton, Single Packaged R-410A Ultra High Efficiency Air Conditioner Side Discharge/Return

- Three Stage Cooling, 13.1 EER
- 240 MBH Input Stainless Steel, Two Stage Gas Heat
- 208/230-3-60
- Dry Bulb Low Leak Economizer w/Barometric Relief and Power Exhaust and Hoods (Bottom or Horizontal End Return Only) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511).
- VFD Standard, 5 HP High Static Belt Drive Blower
- 2" Pleated Filters (MERV 8), IntelliSpeed control of the VFD and Manual Bypass based on stages of cooling (Provides Single Zone VAV Fan Operation as defined by ASHRAE 90.1 section 6.4.3.10)
- Verasys Change Over Bypass
- HACR Circuit Breaker/Disconnect
- Phase Monitor
- MagnaDry Reheat, Stainless Steel Drain Pan - Front Connection
- Tool-free maintenance with features like hinged doors for all-access panels, slide-out blower and blower motor tray

Controls, Install and Equipment PRICE.....\$ 565,000.00

II DPW



Items Included for Controls Installation:

Network – Building Management System (BMS) – Located in Penthouse

- Provide one (1) DDC control panel
 - Owner’s ETHERNET network
 - Provide a BACnet IP Communication Bus
- Provide programming and point mapping
- DDC controls points to be tied into the Johnson Controls Metasys Server

Existing Split System AC Temperature Monitoring – Typical of (3)

- Provide one (1) zone temperature sensor adjacent to the manufacturer supplied thermostat and wire to the nearest DDC controller

PUBLIC WORKS BUILDING 2 SCOPE OF WORK

Network – Building Management System (BMS) – Located in Penthouse

- Provide one (1) DDC control panel
 - Owner’s ETHERNET network
 - Provide a BACnet IP Communication Bus
- Provide programming and point mapping
- DDC controls points to be tied into the Johnson Controls Metasys Server

Cabinet Unit Heaters Temperature Monitoring – Typical of (2)

- Provide one (1) zone temperature sensor adjacent to the manufacturer supplied thermostat and wire to the nearest DDC controller

Old City Hall Office Temperature Monitoring – Typical of (1)

- Provide one (1) zone temperature sensor adjacent to the manufacturer supplied thermostat and wire to the nearest DDC controller

Tube Heaters – Typical of (7) – NO WORK

Controls, Install and Equipment PRICE.....\$ 27,608.00

OPEN BLUE – Technology\$ 71,500.00

*OpenBlue Setup & Integration, OpenBlue Bridge Hardware, Implementation License, Software License (Included for 3 years) Energy Manager, Green Hub, Utility Bill Manager, Report Builder, Net Zero Advisor Modules Included

ITEMS NOT INCLUDED IN THE JOHNSON CONTROLS SCOPE OF WORK

General Conditions

1. Public Safety Dispatch Room Split System monitoring or control
2. Public Safety Garage Radiant Heater monitoring or control
3. Public Safety Garage temperature monitoring
4. Public Works Uninterruptible Power Supply in Panels
5. Public Works Graphics
6. If any additional controls devices (valves, actuators, dampers) are faulty/nonfunctional, Johnson Controls to provide a separate quote for hardware and/or installation for replacement
7. Provide funds for dumpsters
8. Provide funds for street sweeping
9. Provide unidentifiable cleanup
10. Anything not mentioned in the quote above is therefore excluded

HVAC

11. Provide temporary heating/cooling
12. Provide smoke and combination fire/smoke dampers, damper actuators and end-switches
13. Provide power and FAS control wiring of smoke and/or combination fire/smoke dampers, damper actuators and accessories
14. Provide smoke and combination fire/smoke damper ceiling mounted LED Indicator Panel
15. Installation of control dampers and/or actuators
16. Provide thermometers in ductwork

Piping

17. Installation of control valves
18. Installation of flow meters
19. Provide pressure taps, thread-o-lets, etc.
20. Provide thermometers in piping

Electrical

21. 120V Power – by high voltage electrical trades
22. Provide temporary power
23. Provide motor starters and/or disconnects
24. Provide variable frequency drives
25. Provide variable frequency drive start-up and training
26. Provide any and all fire alarm system panels, devices, accessories and monitoring – by others
27. Provide trenching for underground conduit and wire
28. Provide conduit(s) for underground raceway(s) located in trenches and/or encased in concrete
29. Provide floor coring

Network

30. Provide ETHERNET/LAN cabling and all required hardware - by the Owner's IT department
31. Provide Server hardware – by Owner's IT Department

Miscellaneous

32. BIM/3D Modeling
33. Provide LEED measurements, verification, and scoring



2875 High Meadow Circle
Auburn Hills, MI 48326
(248) 276-6000 - Main
(248) 276-6001 - Fax

PSA – Basic Coverage 5-Years (All 5 Locations + Metasys BMS Maintenance Costs Included).....\$ 186,515.00

*Pricing includes coverage for City Hall, Public Safety, Library, DPW and Recreation Center (Metasys Coverage only at Public Safety and Public Library)

** Per Year (Filters Quarterly and Power Wash Condenser Coils Yearly)

TOTAL COST PHASE I.....\$ 1,936,690.00

***Price includes Public Safety, Public Library site costs, 5-Year PSA (Ongoing basic maintenance coverage and Metasys BMS System Maintenance)**

TOTAL COST PHASE II.....\$ 664,108.00

***Price includes City Hall, DPW & OpenBlue (3-Year Subscription Costs)**

JCI Internal Engineering.....\$ TBD

*Cost will be included with project, if City of Berkley moves forward with project.

Thank you for your consideration of York products and or Johnson Controls on this project. If you have any questions, please don't hesitate to contact your Johnson Controls representative.

Respectfully,

Detroit Sales Team
Johnson Controls, Inc.
(248)276-6000



TERMS AND CONDITIONS OF SALE

1. OFFER AND ACCEPTANCE

York International Corporation (York) offers to sell the materials, equipment or services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Buyer, or allowing York to commence work, shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and York. Any additional or differing terms and conditions contained on Buyer's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by York and shall not become part of the contract between Buyer and Seller unless expressly consented to in writing by York.

2. PRICE

The prices contained in this offer to sell are firm upon acceptance by Buyer, provided: (1) that such acceptance occurs within thirty (30) days of the submission of this offer and (2) that within three (3) months of Buyer's acceptance, Buyer authorizes York to release for fabrication (in accordance with approved submittal data) and shipment immediately upon completion of fabrication. In the event that Buyer's release for fabrication is not received by York at York, Pennsylvania, within such three (3) month period, prices are subject to increase to current prices in effect at the time Buyer's release is actually received by York. If the Buyer delays shipment after release prices are subject to increases equal to the percentage increase in York's prices during such period of delay.

3. TERMS OF PAYMENT

Upon normal credit approval by the York Credit Department, terms of payment for goods shipped hereunder shall be met thirty (30) days immediately following shipment of any portion of the goods. York reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half percent (1-1/2%) of the principal amount due at the end of each thirty (30) day period. In the event of disapproval of the York Credit Department, terms of payment will be established through mutual agreement of Buyer and the York Credit Department.

4. PERFORMANCE

York shall not be liable for failure or delays in delivery hereunder where such failure or delay is due to the disapproval of the York Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstances beyond the control of York, whether of the class of causes enumerated above or not, which shall prevent York from making deliveries in the usual course of business. Upon the occurrence of any of the above events, York may cancel this order without any liability on the part of York. Receipt of the equipment by Buyer upon its delivery shall constitute a waiver of all claims for delay.

5. TAXES

All prices in York's offer to sell are exclusive of taxes. The amount of any present or any future occupation, sales, use, service, excise or other similar tax which York shall be liable for, either on its own behalf or on behalf of the Buyer, with respect to any orders for machinery or services, shall be in addition to the billing prices and be paid by the Buyer.

6. WARRANTY OF WORKMANSHIP AND MATERIALS

York guarantees all machinery and materials of its manufacture or installation or start-up services performed by York, against defects in workmanship and material for eighteen (18) months from date of shipment, or one (1) year from date of initial start-up, whichever shall occur first, and will repair or replace F.O.B. point of manufacture such products or components as York finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components; nor does it include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the unit after shipment from the point of manufacture. On machinery and materials furnished by York, but manufactured by others, York will extend the same guarantee it receives from the manufacturer. No liability shall be attached to York until said York machinery or materials have been paid for, and then said liability shall be limited to the cost of repairing or replacing said defective product or component. **THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.**

7. PATENTS

If there is brought against the Buyer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, York, if notified promptly in writing and given authority, information and assistance by the Buyer for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Buyer. In such suit, in the event that the Buyer has complied with the conditions just stated and the apparatus, or any part hereof, is held to constitute infringements and its use is enjoined, York, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Buyer the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price and the transportation and installation costs thereof, but York's liability shall in no case exceed the purchase price of said infringing apparatus.

8. LIMITATION OF LIABILITY

All claims, causes of action or legal proceedings against York arising from York's performance under this contract must be commenced by Buyer within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer. **IN NO EVENT SHALL YORK'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY YORK FROM BUYER UNDER THE INSTANT CONTRACT, NOR SHALL YORK BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF YORK'S SUPPLIERS AND SUBCONTRACTORS.**

9. DELIVERY

Shipping dates are approximate only. No shipping date requested or specified by Buyer will be binding on York unless such request or specification is specifically agreed to in writing by an officer of York. Shipment shall be F.O.B. factory, with title passing to Buyer upon delivery to the carrier by York.

10. CANCELLATION

In the event Buyer cancels this contract, Buyer agrees to pay the following cancellation charges:

- (a) If notice of cancellation is received by York prior to Buyer's release for fabrication, a minimum booking charge of five per cent (5%) of the selling price (ten per cent (10%) in the case of stock units) will be assessed.
- (b) If notice of cancellation is received by York after Buyer's release for fabrication, cancellation charges shall be calculated according to the following formula:

$$\text{Cancellation charge} = (X/Y + 0.1) \times \text{equipment selling price}$$

X = number of weeks from date of Buyer's release for fabrication to the date of York's receipt of Buyer's notice of cancellation.

Y = number of weeks for delivery as offered at the time of contract.

Provided, however, that cancellation charges shall not exceed eighty per cent (80%) of the equipment selling price.

Buyer acknowledges that any cancellation charges assessed under (a) or (b) above are reasonable in light of the difficulties in proof of actual losses caused by Buyer's cancellation and are not to be construed as a penalty.

11. FREIGHT CHARGES

Freight Allowed Products - Shipment shall be F.O.B. point of manufacture, freight prepaid and allowed via most economical common carrier to first destination within continental U.S.A. unless stated elsewhere in this offer to sell. York reserves the right to select carrier, routing, shipping point, and method of shipment. Freight allowances will not include any additional charges for services performed by carrier not included in road haul rates, such as stop-off charges, detention of carrier's equipment, redeliveries, re-consignments, etc. Any such additional charges will be for the account of the Buyer.

Method of Shipment - Standard form of shipment shall be via truck. Rail shipment will be made when the size of equipment in York's opinion makes truck shipment impractical. For all rail shipments, freight is allowed to the nearest rail siding only. Additional rigging, handling, and transfers are not included, and are the responsibility of the Buyer.

12. DISPUTES AND CHOICE OF LAWS

This contract shall be deemed to have entered into and shall be governed by the laws of the Commonwealth of Pennsylvania. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be York, Pennsylvania, unless another site is mutually agreed between the parties. The parties agree that any part to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date of Demand by Arbitration is filed with the American Arbitration Association.

13. COSTS TO YORK

In the event it becomes necessary for York to incur any costs or expenses in the collection of monies due York from Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand, shall reimburse York for all such costs and expenses (including, but not limited to, reasonable attorney's fees).

14. ENTIRE AGREEMENT

These terms and conditions, and the matter set forth on the face of York's offer to sell, constitute the entire agreement between York and Buyer. No prior understandings, agreements or representations, written or verbal, express or implied, are a part of this contract, nor shall any subsequent modification, agreement or representation become part of this contract unless expressly agreed to in writing by an authorized representative of York.

Simplified Procurement of HVAC, Controls, Life-Safety, and Energy Performance Contracting Products and Services

competitively awarded – meets bidding requirements

Given the intricacies and complexity of today’s contracting process, public entities are in significant need of assistance with regards to contract and program execution. While the contracting process has historically been seen as grueling and arduous, it doesn’t necessarily need to be that way. The primary driver of our cooperative contract is the added benefit of reducing your need to manage every portion of the contract negotiation process by leveraging our collective expertise. Instead of starting from “square one”, we are able to give you a “head start”.

Cooperative contracts are available to public entities including, but not limited to: states, cities, municipalities, counties, educational institutions, and non-profits throughout North America. Not only do the agreements streamline the procurement process, it provides affordable, nationally-based pricing that can save money and stretch limited government dollars.

Equally important, procurement officials get the peace of mind of knowing their contractual bid requirements have been met, quality and delivery of products and services have been validated, and that each supplier will continue to meet member expectations.



quick access to world-class brands



Under our cooperative agreement solution, the procurement process simply doesn’t get any easier while ensuring delivery of products and services of the highest caliber.



benefits

The benefits of cooperative purchasing are endless based on the fact it saves valuable time and money during the contracting process, and ensures lower contract prices through the power of aggregation. As a result, there are fewer procurement hurdles as the contract has already been bid. This means you do not have to initiate the bidding process again, and as a result, you are able to forego the otherwise lengthy procurement process. This also provides confidence in the quality and delivery of products and services from a business partner that has been pre-validated.

extensive offering of products & services

When it comes to selecting a business partner for the provision of everything from energy savings and management solutions, to life safety and property protection, there are definite advantages to working with a premier company that offers multi-faceted capabilities. From that perspective, Johnson Controls is distinguished by the quality and comprehensiveness of our products and services that can be obtained through an existing cooperative agreement. The array of offerings we are able to deliver include:

- HVAC Equipment, Installation and Service
- Energy Performance Contracting
- Professional and Technical Services
- Integrated Security
- Fire Detection and Alarm
- Emergency Communications
- Fire Sprinkler and Suppression
- Life-Safety Service

Note: Full list of services can be provided upon request.



unrivaled experience and support

Johnson Controls' products and services are delivered through a network of company-owned offices located throughout the United States and Canada. We consider our team to be the finest in the industry as all of our technicians are factory-trained and have lengthy records of real-world experience. We have thousands of team members that are highly-skilled across an existing listing of disciplines – from mechanical engineers, pipefitters and installers, to technicians and dispatchers.

By combining the overall strength associated with our cooperative contract solution, the skill and expertise of our technicians and field support teams, and the overall strength of our product and service offerings, we are able to provide our partners with the following value added benefits:

- Reduced risk of program performance and cost by transferring those risks to Johnson Controls.
- Services are provided at a predictable cost as determined with transparent pricing structure.
- Increased levels of cost-effectiveness by taking advantage of Johnson Controls' experience, buying power, product offerings, turnkey and not-to-exceed price.
- Innovation through optimization of multiple procurement programs.
- Improvement of service delivery by positioning Johnson Controls as your partner.

No matter where you're located, there's a Johnson Controls office nearby that can provide responsive, top-of-the-line installation, service and support.

compliant, competitive, and convenient

HVAC and Energy Savings

- Sourcewell #030817-JHN
- THA #FY17-PBJ-01
- TIPS #18010101(Materials/Installation)
#18010102 (Public Works / Construction)
#170103 Energy Savings Performance Contract
#18020301 Renewable Energy & Solar Solutions
- Equalis #R10-1102A
- Omnia #R200402
- NCPA 02-32 - HVAC Equipment, Install, Service, & Products
02-55 - HVAC Equipment, Install, Service, & Products in Alabama

Fire & Security Products

- Sourcewell #030517-SGL
- Sourcewell #030517-TIS
- Sourcewell #030517-JHN
- NASPO #3407
- 1GPA #21-07P-12



1Government
Procurement Alliance



March 18, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the "Berkley Art Bash" event on Saturday, June 8, 2024 from 10 a.m.-6 p.m. on 12 Mile Road for the Berkley Area Chamber of Commerce, P.O. Box 72-1253. Approval is conditional upon the submission of required items and documents prior to event dates.

Ayes:

Nays:

Motion:



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

Event Name: BERKLEY ART BAST

Event Date(s) JUNE 8, 2024 Location(s) BUCKINGHAM & 12 MILE - BETWEEN COOLIDGE Event Hours 10AM - 6PM

ORGANIZATION:

Organization Name: <u>BERKLEY AREA CHAMBER OF COMMERCE</u>			
Headquarters Street Address: <u>PO BOX 72-1253</u>			
City: <u>BERKLEY</u>	State: <u>MI</u>	Zip Code: <u>48072</u>	Phone:
Website: <u>BERKLEYCHAMBER.COM</u>			

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

Non-Profit 501(c)(3) N/A Other (specify) _____
501c6

The following documents have been submitted:

- | | | |
|-----------------------------------------------------------------|-----------------------------------------|-----------------------------|
| Completed application | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Valid IRS tax exempt verification | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Financial report for the preceding fiscal year | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Proof of Commercial Liability Coverage <u>60-Days Prior</u> | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Estimated cost to execute the solicitation / event | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Charitable Solicitation / Special Event Hold Harmless Agreement | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |

Application reviewed by: Public Safety M. Kuhn 3-7-24 Public Works See Attached
Building Official [Signature]

Comments:

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



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

Print Form

CITY OF BERKLEY, MICHIGAN COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: BERKLEY ART BASH

Organization / Contact: CHAMBER OF COMMERCE

Name of Organization: BERKLEY AREA Contact's Name: MARLENE ROTHMAN

Address: PO BOX 72-1253 City: Berkley State/zip: MI 48072

Telephone: _____ 24 Hour Emergency Contact: _____

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

Event Location:	12 MILE RD BETWEEN COOLIDGE AND BUCKINGHAM
If the event involves city streets or sidewalks, include a map showing the location. A petition from affected businesses may be required.	
Dates and Hours of Event:	JUNE 8, 2009, 10AM - 6PM. TEAR DOWN 6PM - 7:30PM. ROAD CLOSURE 4AM - 10PM
How many employees or volunteers?	2 EMPLOYEES, VOLUNTEERS 3-10 DEPENDING ON TIME OF DAY. MORE AT SETUP & TEAR DOWN.
How will site be secured during off-hours?	NO OFF HOURS, STAFF & VOLUNTEERS DURING SETUP/TEAR DOWN AT BARRIERS OPENING & CLOSING TO LET ARTIST IN
What type of merchandise will be sold?	ART, CRAFTS, JEWELRY, FOOD
If you are selling food, include a copy of your receipt from Oakland County Health Department.	WE PROVIDE LIST OF FOOD VENDORS TO HEALTH DEPT BEFORE EVENT TO CONFIRM THEY ARE LICENSED
Will there be any electricity outside the building (e.g., extension cords, heaters, lights)?	
If yes, an electrical inspection by the City will be required after set up and before opening.	NO
Include a Site Plan showing where merchandise will be sold, how pedestrian and vehicular traffic will circulate on the site.	
What are your plans for set up and removal?	EACH ARTIST RESPONSIBLE FOR THEIR SETUP & TEAR DOWN OF BOOTHS. VOLUNTEERS OPEN & CLOSE BARRICADES TO LET ARTISTS IN & OUT
Tax Exempt Status (as defined by the US Internal Revenue Service):	DURING SETUP/TEAR DOWN
Non-Profit <input checked="" type="checkbox"/> 501.C3 <input type="checkbox"/> Other (specify) <input type="checkbox"/>	501C6
Include the following documents:	
<input type="checkbox"/> Internal Revenue Service tax exempt documentation for the organization.	
<input type="checkbox"/> Organization's financial report for the preceding fiscal year.	
<input type="checkbox"/> Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal injury, Bodily injury, and Property Damage.	
<input type="checkbox"/> Liquor Liability, \$500,000 per occurrence and \$500,000 aggregate. (if applicable)	
<input type="checkbox"/> Special Event Hold Harmless Agreement signed by an authorized representative	


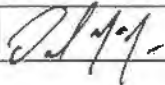

By Ordinance, each Community Special Event is limited to a maximum of 7 days.

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

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

Marlene Rothman 2-23-24
 Signature of Applicant Date

APPROVALS

DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	Yes		3/6/24
Comments:			
Public Safety	Yes	Mr. Kuen	3-7-24
Comments:			
Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:		See Attached	
Comments:			
Parks/Recreation	Yes		3/1/24
Comments:			
City Clerk	YES	Victoria Mitchell	3/12/2024
Comments:			
City Manager	Yes		3/12/24
Comments:			

For City Use Only:

Date Application Received

Receipt Number

PTU24-0002

Received	Receipt Number	Date Received
Application Fee (\$200.00) <input type="checkbox"/>		2-26-24
Clean up Bond (\$100.00) <input type="checkbox"/>		2-26-24
Fee Waived <input type="checkbox"/>	City Manager's approval required	_____

City Manager's Signature: _____

Date:

3/12/24

IF APPLICABLE:

Motion Number:

Conditions (if any):

Is fee to be reimbursed?



CITY OF BERKLEY
COMMUNITY SPECIAL EVENT
HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between BERKLEY AREA CHAMBER OF COMMERCE (the Organization) and the City of Berkley, Michigan, (City) for the date(s) specified below.

Organization Name BERKLEY AREA CHAMBER OF COMMERCE

Address PO BOX 72-1253

City BERKLEY State MI Zip 48072 Phone _____

Event Name BERKLEY ART BASH

Event Location(s) 12 MILE BETWEEN COOLIDGE & BUCKINGHAM Event Date(s) JUNE 8, 2024

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

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

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

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

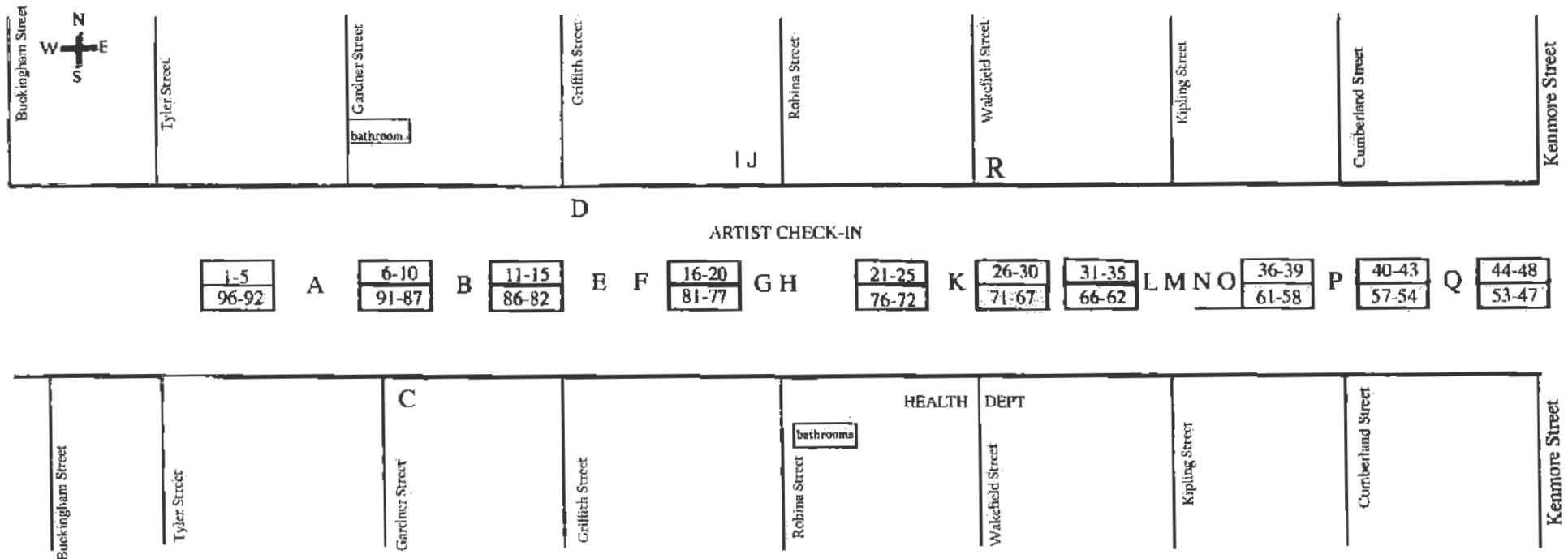
Authorized Representative DARLENE ROTHMAN Title EXECUTIVE DIRECTOR
(Please print)

Signature Darlene Rothman Date 2-23-24

Numbers are artists; Letters are sponsors/food/other activities. Chamber Booth is letter H. I and J children's activities.

List of letters corresponding to vendors giving to Public Safety two to three weeks before event.

We will expand vendors to Coolidge if have more vendors. Final map would be sent to Public Safety and Public Works two to three weeks before event.



* Artists - Please park on side streets and leave main parking lot spaces open for your customers who are coming and going throughout the day
DO NOT PARK ON THE SIDES OF THE STREETS DESIGNATED AS FIRE LANES YOU WILL BE TICKETED

berkley art baSH Site Layout

For directions - enter this address into Google Maps: 3117 W 12 Mile Berkley MI 48072

Note - Map is for artist layout purposes & is not drawn to scale

CITY OF BERKLEY MICHIGAN

TEMPORARY TRAFFIC CONTROL ORDER

(TCO NUMBER)

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

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

PROJECT NAME:	BERKLEY ART BASH
Location	12 MILE RD, BETWEEN BUCKINGHAM & COOLIDGE
DATE/S/TIMES:	JUNE 8, 2024
	ROAD CLOSURE 4 AM - 10 PM
RESPONSIBLE PARTY:	BERKLEY AREA CHAMBER OF COMMERCE
Name:	DARLENE ROYTHMAN
Street Address:	PO BOX 72 - 1253
City/State/ZIP:	BERKLEY, MI 48072
Contact Phone:	
Email address:	DARLENE@BERKLEYCO

For Official Use Only:

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

Approved by: <i>(Print name and title below)</i>	Signature:	Date:
Public Safety	<i>M. K...</i>	3-7-24
Public Works	See attached	
Building Official <i>Emily Lewis</i>	<i>[Signature]</i>	3/6/24

**Original – Traffic Control File

Return copy of completed form to City Clerk's Office



City of Berkley
Department of Public Safety



INTEROFFICE CORRESPONDENCE

DATE: March 7, 2024
TO: Matthew Baumgarten, City Manager
FROM: Matt Koehn, Director of Public Safety
SUBJECT: Berkley Art Bash *MBK*

The Berkley Area Chamber of Commerce has submitted an application for the "Berkley Art Bash" which will take place on Saturday, June 8, 2024. The application indicates that the event will be held on 12 Mile Road between Buckingham and Coolidge Hwy between the hours of 10 AM and 6 PM. This event will require the closure of 12 Mile Road from 4 AM to 10 PM for set up and take down. The Berkley Art Bash features arts, crafts, jewelry, and food vendors.

The Department of Public Safety has reviewed the application and discussed the event with Ms. Darlene Rothman, Executive Director of the Berkley Area Chamber of Commerce. The Berkley Area Chamber of Commerce has been designated as a nonprofit organization by the Internal Revenue Service. The event will be staffed by two employees and three to 10 Berkley Area Chamber of Commerce volunteers, depending on time of day. Volunteers will be stationed at the road closure locations, especially from 6 AM to 10 AM and 6 PM to 8 PM when the barricades are moved for the set up and take down.

Department of Public Safety will collaborate with the Berkley Area Chamber of Commerce and Berkley Department of Public Works to work out all of the details of the event and create an Emergency Operations Plan (EOP). A Traffic Control Order (TCO) will be prepared.

There have not been significant problems at previous Annual Berkley Art Bashes. The Department of Public Safety will assign personnel to the event.

The Department of Public Safety recommends approval of the Annual Berkley Art Bash, contingent upon the submission of:

- Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal injury, Bodily injury, and Property Damage



Victoria Mitchell <vmitchell@berkleymich.net>

Berkley Art Bash Community Special Event Application

Shawn Young <syoun@berkleymich.net>

Tue, Mar 12, 2024 at 11:46 AM

To: Matt Koehn <mkoehn@berkleypublicsafety.net>

Cc: Rachel Patterson <rpatterson@berkleymich.net>, Department Directors <directors@berkleymich.net>, Corey Miller <cmiller@berkleypublicsafety.net>, Andrew Hadfield <ahadfield@berkleypublicsafety.net>, Jordan Kobernick <jkobernick@berkleypublicsafety.net>, Jack Blanchard <jblanchard@berkleymich.net>, Ric Chalmers <rchalmers@berkleymich.net>

Victoria-

Public Works has reviewed the application for the proposed 2024 Art Bash and offers the following comments for your use and distribution to the applicant. The event is planned for Saturday, June 8th with a road closure requested between 4 AM and 10 PM. and a setup up time from 6AM until 7:30 PM.

1. As usual, RCOC will need to approve the 12 Mile Road closure between Buckingham and Coolidge. DPW staff will complete an application to the County approximately 45 days prior to the event.
2. Volunteer assistance is important to maintain barricade placements. The applicant has indicated there will be 3-10 volunteers with higher numbers at setup and teardown.
3. A signed petition has been provided by the applicant in previous years but was not included with the 2024 application packet.
4. The noted set up and tear down times will need to be followed to allow our staff time to place traffic control and hard closure barriers before the event and perform cleanup and removal work after the event.
5. 1 week prior to the event we would like to confirm our point of contact person for the day of. It has been our experience that this may sometimes differ from the original application.

March 18, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the "Berkley Street Art Fest" event on Saturday, July 13, 2024 from 11 a.m.-5 p.m. on Coolidge Highway between Catalpa and Beverly for the Berkley Area Chamber of Commerce, P.O. Box 72-1253. Approval is conditional upon the submission of required items and documents prior to event dates.

Ayes:

Nays:

Motion:



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

Event Name: BERKLEY STREET ART FEST

Event Date(s) July 13, 2024 Location(s) COOLIDGE, BETWEEN CATALPA & BEVERLY Event Hours PUBLIC HOURS 11 AM - 5 PM

ORGANIZATION:

Organization Name: <u>BERKLEY AREA CHAMBER OF COMMERCE</u>			
Headquarters Street Address: <u>PO BOX 72-1253</u>			
City: <u>BERKLEY</u>	State: <u>MI</u>	Zip Code: <u>48078</u>	Phone:
Website: <u>BERKLEYCHAMBER.COM</u>			

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

Non-Profit 501(c)(3) _____ N/A _____ Other (specify) _____
501c6

The following documents have been submitted:

- Completed application YES NO
- Valid IRS tax exempt verification YES NO
- Financial report for the preceding fiscal year YES NO
- Proof of Commercial Liability Coverage 60 days before event YES NO
- Estimated cost to execute the solicitation / event YES NO
- Charitable Solicitation / Special Event Hold Harmless Agreement YES NO

Application reviewed by: Public Safety M. Koon 3-7-24 Public Works _____
Building Official E. [Signature]

Comments:

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



Print Form

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

CITY OF BERKLEY, MICHIGAN
COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: BERKLEY STREET ART FEST

Organization / Contact:

Name of Organization: BERKLEY AREA CHAMBER OF COMMERCE Contact's Name: DARLENE ROTHMAN

Address: PO BOX 72-1253 City: BERKLEY State/zip: MI 48072

Telephone: 24 Hour Emergency Contact:

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

Event Location:

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

COOLIDGE BETWEEN CATALPA & BEVERLY

Dates and Hours of Event: EVENT SET UP 6AM, OPEN TO PUBLIC 11AM-5PM JULY 13 2024 TEAR DOWN ENDS AT 6PM, ACTUAL ROAD CLOSED 4AM-8PM

How many employees or volunteers? 2 STAFF AND 5-10 VOLUNTEERS DEPENDING ON TIME OF DAY

How will site be secured during off-hours? NO OFF HOURS, ALTHOUGH WE HAVE VOLUNTEERS OPENING & CLOSING BARRIERS DURING SET UP/TEAR DOWN TO LET VENDORS

What type of merchandise will be sold? SIDEWALK CHAIR FOOD, HANDMADE GOODS WITH THEM. A SHOP FOR GOOD COMMENT INCLUDING JEWELRY & ART FOOD TRUCKS

If you are selling food, include a copy of your receipt from Oakland County Health Department. WE SUBMIT LIST OF FOOD VENDORS 3 WEEKS BEFORE EVENT TO OAKLAND COUNTY HEALTH DEPT AND THEY CONFIRM LICENSES FOR VENDOR

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

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

What are your plans for set up and removal?

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

Non-Profit [] 501.C3 [] Other (specify) [] 501C6

Include the following documents:

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

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

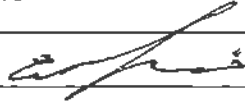

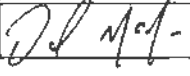
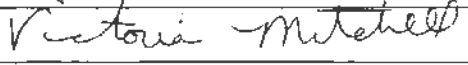

Applications must be received at least 45 days prior to the event. Events involving the public right of way will require City Council approval. I understand that a representative of the organization will need to attend the City Council meeting. The City will notify me of the meeting date and time.

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

Signature of Applicant

Date

APPROVALS


DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	yes		3/6/24
Comments:			
Public Safety	yes		3-7-24
Comments:			
Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:			
Comments:			
Parks/Recreation	Yes		3/1/24
Comments:			
City Clerk	YES		3/12/24
Comments:			
City Manager	Yes		3/12/24
Comments:			

For City Use Only:

Date Application Received

Receipt Number

PTU24-0003

Received	Receipt Number	Date Received
Application Fee (\$200.00) <input type="checkbox"/>		2-26-24
Clean up Bond (\$100.00) <input type="checkbox"/>		2-26-24
Fee Waived <input type="checkbox"/>	City Manager's approval required	

City Manager's Signature: 

Date:

3/12/24

IF APPLICABLE:

Motion Number:

Conditions (if any):

Is fee to be reimbursed?



CITY OF BERKLEY
COMMUNITY SPECIAL EVENT
HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between BERKLEY AREA CHAMBER OF COMMERCE (the Organization) and the City of Berkley, Michigan, (City) for the date(s) specified below.

Organization Name BERKLEY AREA CHAMBER OF COMMERCE
Address P.O BOX 172-1253
City BERKLEY State MI Zip 48072 Phone
Event Name BERKLEY STREET ART FEST
Event Location(s) COOLIDGE BETWEEN CATALPA & BEVERLY Event Date(s) July 13, 2024

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

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

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

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

Authorized Representative DARLENE BROTHMAN Title EXECUTIVE DIRECTOR
Signature Darlene Brothman Date 2-23-24

CITY OF BERKLEY MICHIGAN

TEMPORARY TRAFFIC CONTROL ORDER

(TCO NUMBER)

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

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

PROJECT NAME:	BERKLEY STREET ART FEST
Location	COOLIDGE, BETWEEN CATALPA & BEVERLY
DATE/S/TIMES:	JULY 13, 2024 OPEN TO PUBLIC 11AM - 5PM SET UP 6AM TEAR DOWN COMPLETED BY 6PM ROAD CLOSURE 4AM - 8PM
RESPONSIBLE PARTY:	BERKLEY AREA CHAMBER OF COMMERCE
Name:	DARLENE ROTHMAN
Street Address:	PO BOX 72-1253
City/State/ZIP:	BERKLEY, MI 48072
Contact Phone:	
Email address:	DARLENE@BERKLEYCHAMBER.COM

For Official Use Only:

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

Approved by: <i>(Print name and title below)</i>	Signature:	Date:
Public Safety		3-7-24
Public Works		
Building Official Emily Loomis		3/6/24

**Original - Traffic Control File

Return copy of completed form to City Clerk's Office



City of Berkley
Department of Public Safety



INTEROFFICE CORRESPONDENCE

DATE: March 7, 2024
TO: Matthew Baumgarten, City Manager
FROM: Matt Koehn, Director of Public Safety
SUBJECT: Berkley Street Art Fest *MBK*

The Berkley Area Chamber of Commerce has submitted an application for the "Berkley Street Art Fest" which will take place on Saturday, July 13, 2024. The application indicates that the event will be held on Coolidge Highway between Catalpa and Beverly between the hours of 11 AM and 5 PM.

This event will require the closure of Coolidge Highway from 4 AM to 8 PM for set up and take down. The Berkley Street Art Fest features muralists creating new murals, chalk artists, musical entertainment, artisan vendor booths, and food vendors. The chalk art will only be done on the "on street parking spots" and not on the traveled portion of the roadway.

The Department of Public Safety has reviewed the application and discussed the event with Ms. Darlene Rothman, Executive Director of the Berkley Area Chamber of Commerce. The Berkley Area Chamber of Commerce has been designated as a nonprofit organization by the State of Michigan and the Internal Revenue Service. The event will be staffed by two employees and five to 10 Berkley Area Chamber of Commerce volunteers, depending on time of day. Volunteers will be stationed at the road closure locations, especially from 4 AM to 11 AM and 5 PM to 8 PM when the barricades are moved for the set up and take down.

The Department of Public Safety will collaborate with the Berkley Area Chamber of Commerce and Berkley Department of Public Works to work out all of the details of the event and create an Emergency Operations Plan (EOP). Universal Ambulance, the Oak Park Department of Public Safety, the Huntington Woods Department of Public Safety, Suburban Mobility Authority for Regional Transportation (SMART), and Corewell Health William Beaumont University will all be notified of the road closure. A Traffic Control Order (TCO) will be prepared.

Previous events were well attended and there were no significant issues. The Department of Public Safety will assign personnel to the event.

The Department of Public Safety recommends approval of the Berkley Street Art Fest, contingent upon the submission of:

- Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal injury, Bodily injury, and Property Damage

March 18, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to consider the Special Land Use approval for 2758 Coolidge. The applicant, Daniel Haberman, on behalf of Upper Michigan Land Company, is requesting approval for the occupation of the property to be used as an office in the Downtown District, on the east side of Coolidge Highway, south of Franklin Road.

Ayes:

Nays:

Motion:



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

MEMORANDUM

To: City Council
From: Kristen Kapelanski, Community Development Director
Subject: **PSU-01-24: 2758 Coolidge Highway**
Date: March 8, 2024

The applicant submitted an application for a special land use request at 2578 Coolidge Highway to accommodate a first-floor office use in the Downtown District.

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

Planning Review from Community Development dated February 14, 2024

Community Development recommended approval of the special land use request.

Summary and Recommendation

Special Land Use

Regarding the special land use, the Planning Commission and City Council need to make the following determination as to whether the application meets the standards in Section 138-653:

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

The Planning Commission recommended approval of the Special Land Use at their regular February meeting. Draft meeting minutes have been included.

If the City Council chooses to recommend approval of the special land use, staff recommends the motion include a finding that the City Council determines that the standards of Section 138-653 have been met.



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

APPLICATION FOR SPECIAL LAND USE REVIEW

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

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

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

TO BE COMPLETED BY APPLICANT:

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

Project Name: Upper Michigan Land Company Headquarters

Applicant: Daniel Haberman (Haberman Real Estate/Upper Michigan Land Co

Mailing Address: 1061 Badder Dr., Troy, MI 48083

Telephone: [REDACTED]

Email: [REDACTED]

Property Owner(s), if different from Applicant: Susan Rogal (Detroit Urban Design Studio, LLC)

Mailing Address: 790 W. Lincoln St., Birmingham, MI 48009

Telephone: [REDACTED]

Email: [REDACTED]

Applicant’s Legal Interest in Property: Haberman Real Estate has contracted to purchase the s
property. Daniel Haberman is the manager of both HRE & UMLC. UMLC will be the eventual occupant.

LOCATION OF PROPERTY:

Street Address: 2758 Coolidge Hwy,

Nearest Cross Streets: Franklin to the North, Dorothea to the South

Sidwell Number(s): 04-25-17-155-031

PROPERTY DESCRIPTION:

Provide lot numbers and subdivision: Brookline Hills Subdivision; Lot No. 129

Property Size (Square Feet): 1281 sq ft .05 acres (Acres): 1281 sq ft .05 acres

EXISTING ZONING DISTRICT *(please check):*

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

Present Use of Property: Retail

Proposed Use of Property: Office

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

PROJECT DESCRIPTION:

Applicant seeks to convert 2758 to office, maintaining the beautiful look of the facade and making very few interior changes other than closing an open wall section

between 2752 & 2758. The office space will be clean, modern and visually appealing.

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

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

If yes, describe the variances that will be required: n/a

PLEASE COMPLETE THE FOLLOWING CHART:

Type of Development	Number of Units	Gross Floor Area	Number of Parking Spaces On Site	Number of Employees on Largest Shift
Attached Residential				
Office	1	1281 sq ft	2	1
Commercial				
Industrial				
Other				

STANDARDS FOR SPECIAL LAND USE APPROVAL:

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

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

The proposed use will add to the beauty of the Downtown District while making Berkley the new home for a successful Michigan small business.

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

The proposed use will be convenient for those looking to purchase Michigan forest land in a comfortable environment. It will also lessen the nearby parking demand, making it even easier for the public to park, shop and dine in Berkley.

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

The propose use is a minor change from the current use and will easily fit in with adjacent land uses which include food/beverage, retail and office.

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

The proposed use, which is a lowering of intensity while preseving the high level of character and charm, is, by its very nature, protective of the public health, safety and welfare.

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

The proposed use will not cause injury to other properties in the neighborhood. Rather, the desire to be a part of the Berkley community, in this most attractive stretch of Coolidge, is a driving force in the decision to relocate the company's HQ to Berkley. Indeed, it is a perfect fit for UMLC to join the excellent mix of existing businesses in the neighborhood.

PROFESSIONALS WHO PREPARED PLANS:

- A. Name: N/a
- Mailing Address: _____
- Telephone: _____
- Email: _____
- Design Responsibility (engineer, surveyor, architect, etc.): _____

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

SUBMIT THE FOLLOWING:


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


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

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

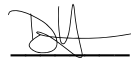
We encourage applicants to make a presentation of the proposed project to the Planning Commission and City Council, as appropriate. To assist in this effort, we have available for your use at meetings a projector, laptop computer and screen. This will allow the Planning Commission and audience to be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

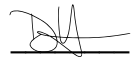
PROPERTY OWNER'S APPROVAL: (Initial each line)

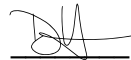
 I hereby authorize and give permission for the City of Berkley to install one or more temporary signs on my property, in order to notify the public of the required public hearing related to the Special Land Use request.

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

APPLICANT'S ENDORSEMENT: (Initial each line)

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

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

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

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



Signature of Applicant

2/1/2024

Date


Daniel Haberman

Applicant Name (Print)

Signature of Applicant

Date

Applicant Name (Print)

 dotloop verified
02/01/24 7:39 AM EST
SZI9-SXKS-RQUI-UZVI

Signature of Property Owner Authorizing this Application

Date

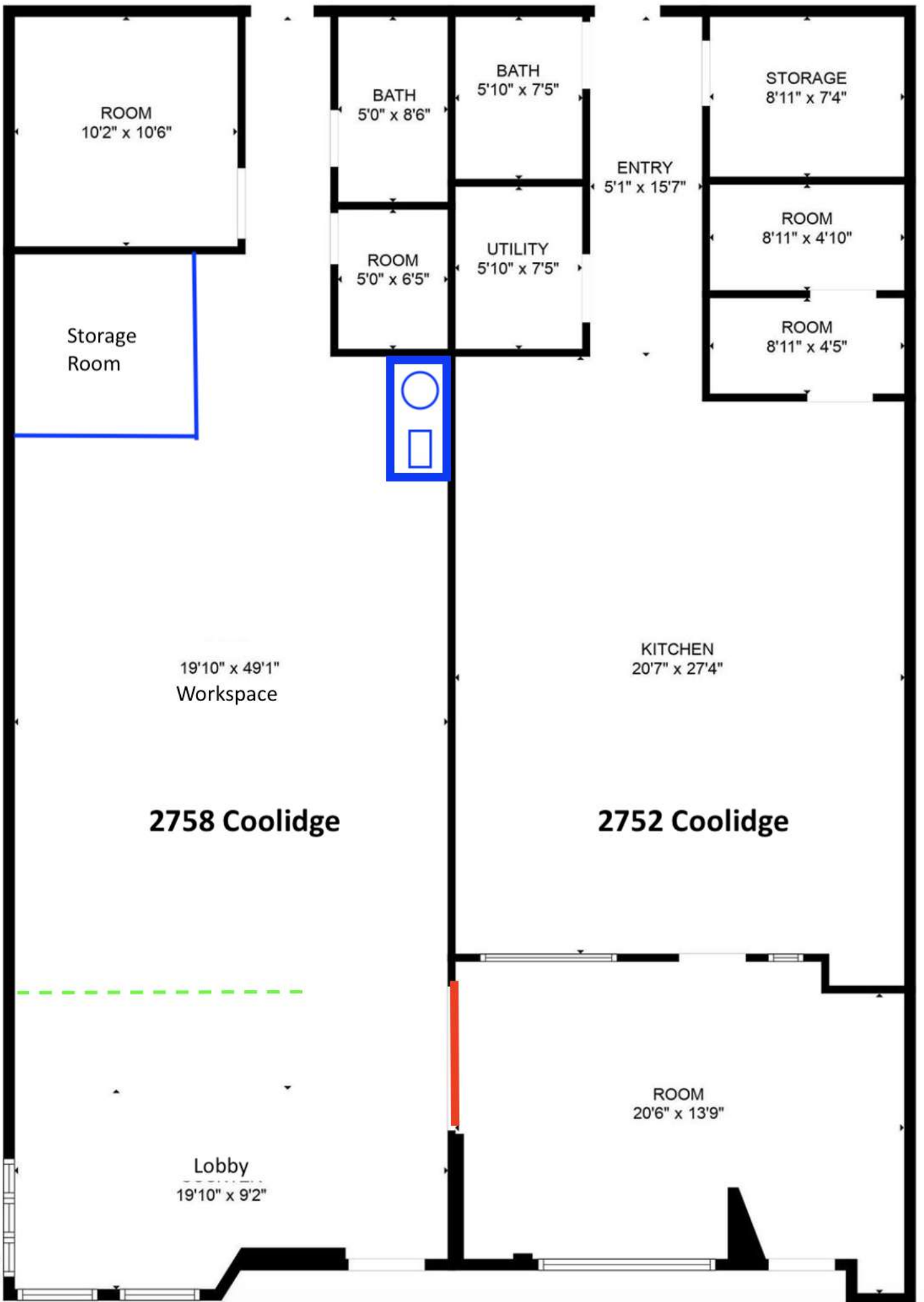
Susan Rogal

Property Owner Name (Print)

OFFICE USE ONLY

Received _____ Receipt # _____ Meeting Date _____ Case # _____

Fee: Special Land Use \$1,000.00



ROOM
10'2" x 10'6"

Storage
Room

19'10" x 49'1"
Workspace

2758 Coolidge

Lobby
19'10" x 9'2"

BATH
5'0" x 8'6"

BATH
5'10" x 7'5"

ROOM
5'0" x 6'5"

UTILITY
5'10" x 7'5"

ENTRY
5'1" x 15'7"

STORAGE
8'11" x 7'4"

ROOM
8'11" x 4'10"

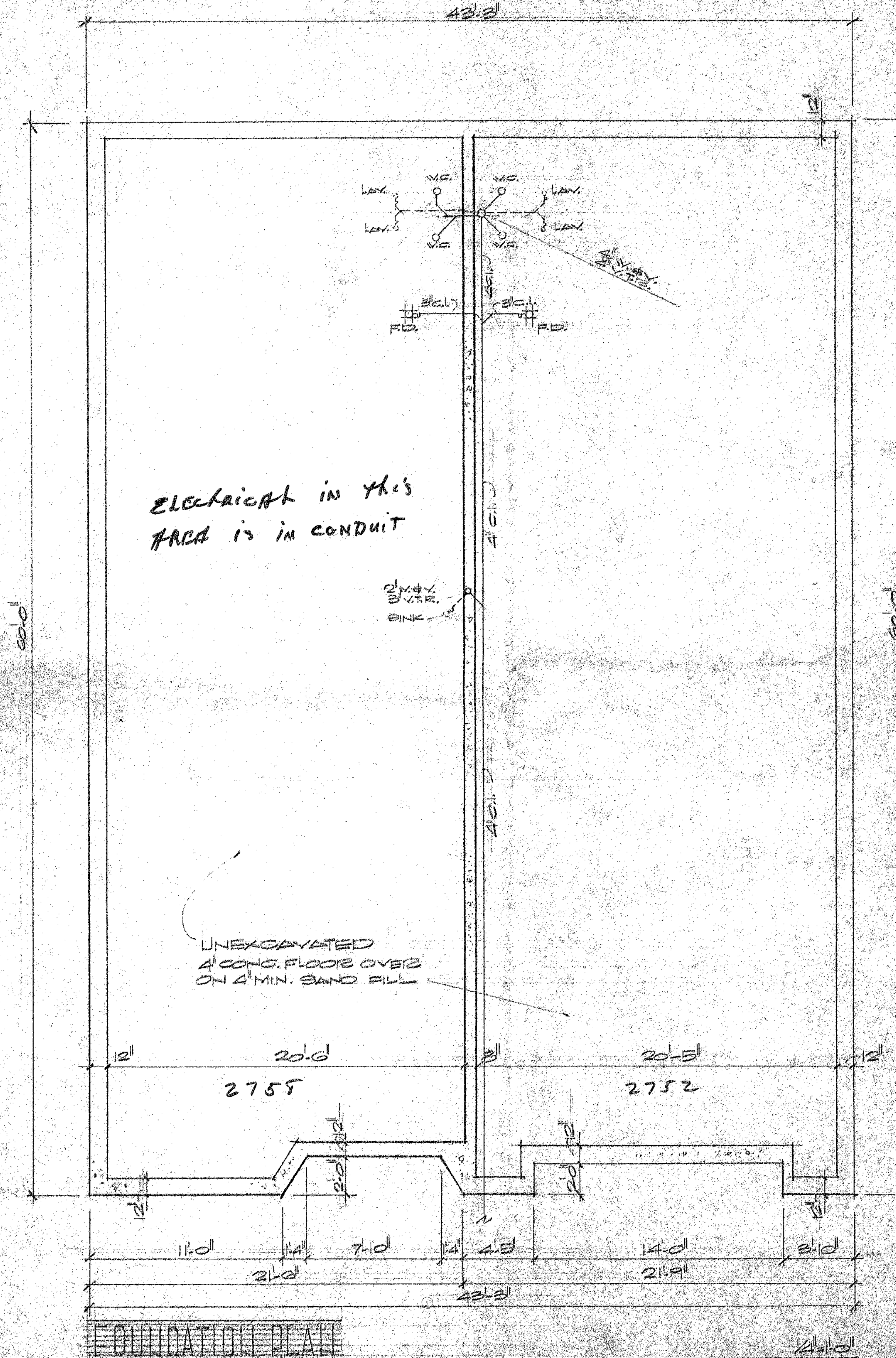
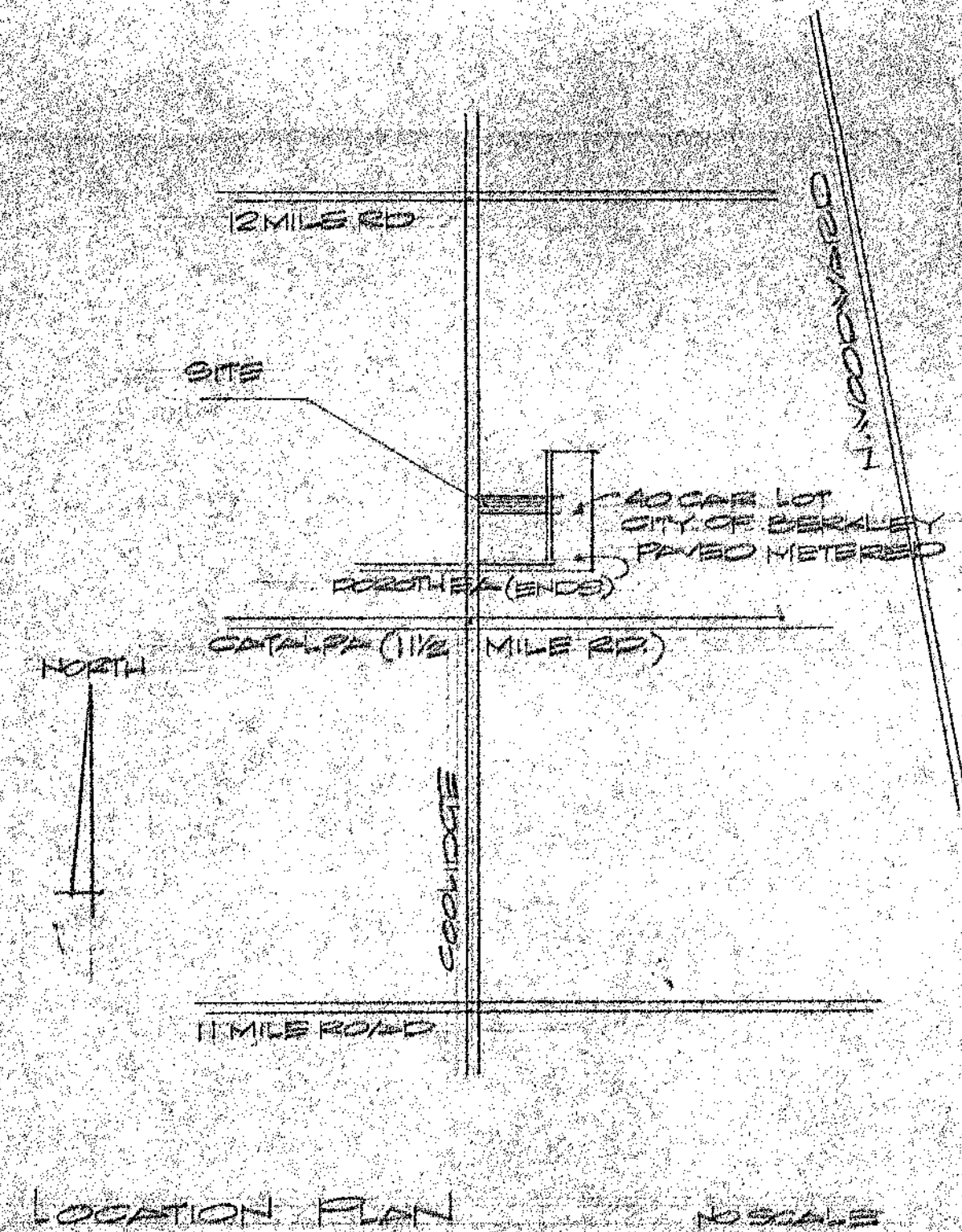
ROOM
8'11" x 4'5"

KITCHEN
20'7" x 27'4"

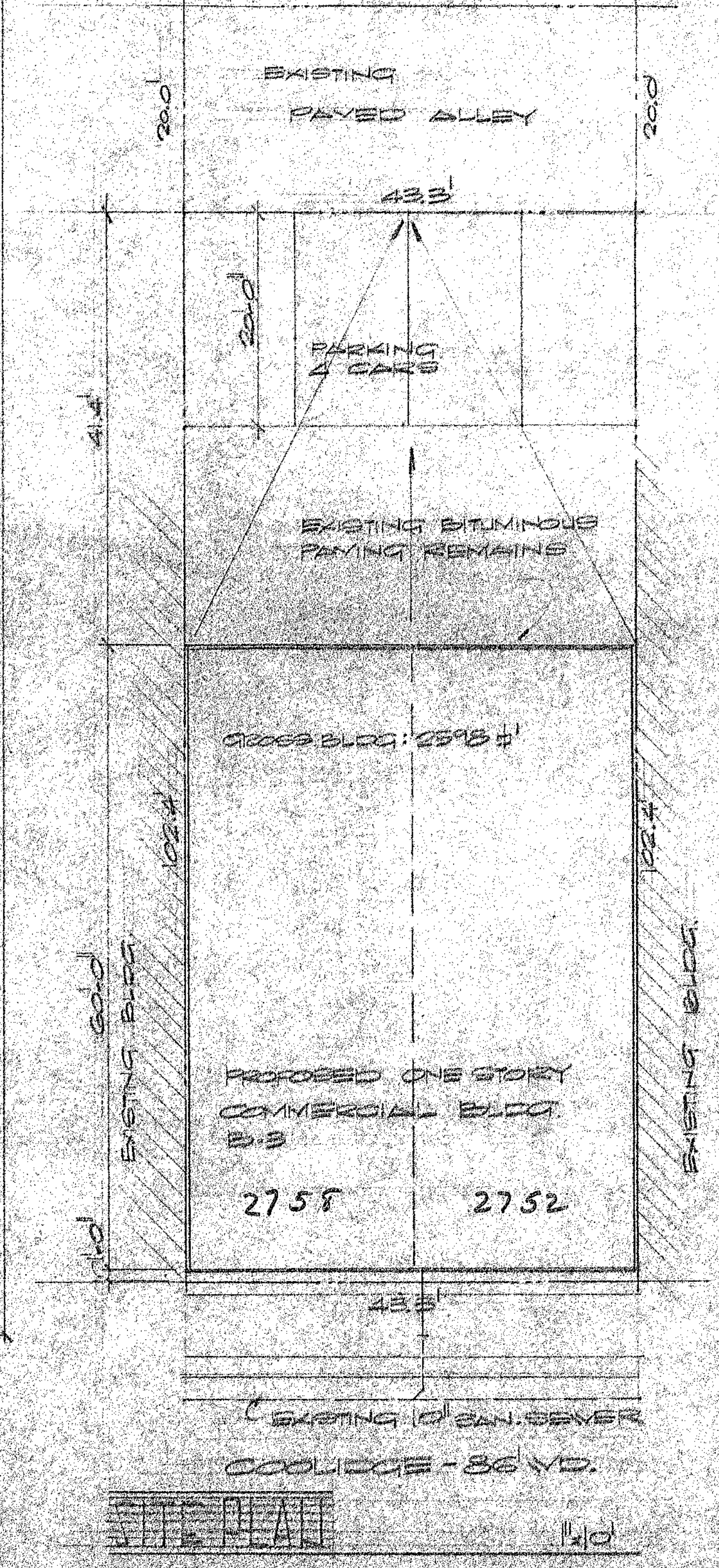
2752 Coolidge

ROOM
20'6" x 13'9"

Building Department.
 1- FOUR (4) EXIT LIGHTS ONE OVER EACH DOOR AS PER CODE



SITE:
 LOT NO. 129 + N. 2, 3 OF 144
 BROOKLINE HILLS SUBDIVISION
 CITY OF BERKLEY,
 OAKLAND CO, MICHIGAN



ge Hwy Coolidge Hwy Coolidge Hwy Coolidge

 Balanced Health & Wellness

 VITRINE

2766

 Mi Meals
Health food store



THE CITY OF BERKLEY
Community Development Department
3338 Coolidge, Berkley, Michigan 48072
(248) 658-3320

NOTICE OF PUBLIC MEETING
BERKLEY PLANNING COMMISSION

NOTICE IS HEREBY GIVEN, in accordance with Section 138-656 of the Berkley City Code, that there will be a meeting of the Berkley Planning Commission to be held at the City of Berkley in the Council Chambers, 3338 Coolidge Hwy, Berkley Michigan, on **Tuesday, February 27, 2024** at 7:00pm, or as near thereto as the matter may be reached.

APPLICATION PSU-01-24

Daniel Haberman, on behalf of Upper Michigan Land Company, 2758 Coolidge, Parcel 25-17-155-031 is requesting Special Land Use approval to occupy an existing building as a first floor office in the Downtown District.

Complete application information is available for review at www.berkleymich.org/urbanplanning.

Comments regarding the request may be made in person on the night of the meeting or may be made in writing. All written comments must be submitted to the Community Development Department or email to planning@berkleymich.net before 5:00p.m on the date of the Planning Commission meeting.

You can watch the meeting: <https://www.berkleymich.org/livestream/index.php>

KRISTEN KAPELANSKI
COMMUNITY DEVELOPMENT DIRECTOR

THE CITY OF BERKLEY
Community Development Department
3338 Coolidge, Berkley, Michigan 48072
(248) 658-3320

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You can watch the meeting: <https://www.berkleymich.org/livestream/index.php>

KRISTEN KAPELANSKI
COMMUNITY DEVELOPMENT DIRECTOR

Publish Once:
Royal Oak Tribune
Friday, February 9, 2024

FREDERIC INVESTMENTS LLC
2695 COOLIDGE HWY
BERKLEY MI 48072 1554

GARY KACZMARCZYK
2800 KENMORE RD
BERKLEY MI 48072 1584

CITY OF BERKLEY
3338 COOLIDGE HWY
BERKLEY MI 48072 1638

Occupant
2688 COOLIDGE HWY
BERKLEY MI 48072 1555

Occupant
2789 COOLIDGE HWY
BERKLEY MI 48072 1556

Occupant
2770 COOLIDGE HWY
BERKLEY MI 48072 1557

BOMBSHELL TREAT BAR
1250 BIRMINGHAM BLVD
BIRMINGHAM MI 48009 4101

ROSEWOOD INVESTMENTS LLC
2799 COOLIDGE HWY
BERKLEY MI 48072 1556

BERKLEY WELLNESS LLC
25831 CONCORD RD
HUNTINGTON WOODS MI 48070 1636

KEVIN D HOLMES
AMY M GARRETT
2694 KENMORE RD
BERKLEY MI 48072 1516

ULLMAN'S 61 LLC
2818 COOLIDGE HWY
BERKLEY MI 48072 1559

JAMES LOSSIA
2859 COOLIDGE HWY
BERKLEY MI 48072 1558

LISA J SANFIELD
2784 KENMORE RD
BERKLEY MI 48072 1583

Occupant
2450 FRANKLIN RD
BERKLEY MI 48072 3303

GREGORY R BERNARDON
2744 KENMORE RD
BERKLEY MI 48072 1583

Occupant
2745 COOLIDGE HWY
BERKLEY MI 48072 1556

BRYAN VADEN
APRIL VADEN
5390 36TH AVE N
SAINT PETERSBURG FL 33710 2019

Occupant
2365 FRANKLIN RD
BERKLEY MI 48072 1815

SR3 LLC
500 S OLD WOODWARD AVE STE 200
BIRMINGHAM MI 48009 6627

Occupant
2826 COOLIDGE HWY
BERKLEY MI 48072 1559

BERKLEY SCHOOL DISTRICT
14700 W LINCOLN ST
OAK PARK MI 48237 1366

CITY OF BERKLEY
3338 COOLIDGE HWY
BERKLEY MI 48072 1636

CPIC OF BERKLEY
28913 WOODWARD AVE
BERKLEY MI 48072 0923

Occupant
2783 COOLIDGE HWY
BERKLEY MI 48072 1556

BERKLEY SCHOOL DISTRICT
14700 W LINCOLN ST
OAK PARK MI 48237 1366

Occupant
2211 OAKSHIRE AVE
BERKLEY MI 48072 1290

UNIVERSAL ELECTRIC
1361 HOSKINS DR
HOWELL MI 48855 6736

BEVERLY ROBERTS
2814 KENMORE RD
BERKLEY MI 48072 1584

BERKLEY SCHOOL DISTRICT
14700 W LINCOLN ST
OAK PARK MI 48237 1366

MICHAEL GUSWAY
2756 KENMORE RD
BERKLEY MI 48072 1583

JOHN A GOODWIN
2437 FRANKLIN RD
BERKLEY MI 48072 3304

Occupant
2670 COOLIDGE HWY
BERKLEY MI 48072 1555

Occupant
2733 COOLIDGE HWY
BERKLEY MI 48072 1556

Occupant
2752 COOLIDGE HWY
BERKLEY MI 48072 1557

0612 INVESTMENT PROPERTIES LLC
6789 TREE KNOLL DR
TROY MI 48098 6504

SR3 LLC
500 S OLD WOODWARD AVE STE 200
BIRMINGHAM MI 48009 6627

GIBSON GIRL HOLDINGS LLC
790 W LINCOLN ST
BIRMINGHAM MI 48009 4117

Occupant
2666 COOLIDGE HWY
BERKLEY MI 48072 1555

Occupant
2730 COOLIDGE HWY
BERKLEY MI 48072 1557

Occupant
2790 COOLIDGE HWY
BERKLEY MI 48072 1557

2666 COOLIDGE HIGHWAY LLC
25892 WOODWARD AVE
ROYAL OAK MI 48067 0910

CAMELOT COOLIDGE LLC
2060 COOLIDGE HWY
BERKLEY MI 48072 1546

PINCH PROPERTIES LLC
13135 LINCOLN DR
HUNTINGTON WOODS MI 48070 1441

Occupant
2685 COOLIDGE HWY
BERKLEY MI 48072 1554

STEVEN VAFAAS
DENISE VAFAAS
2718 KENMORE RD
BERKLEY MI 48072 1583

Occupant
2685 COOLIDGE HWY
BERKLEY MI 48072 1554

JENNA IN WHITE LLC
4260 PEMBERTON CIR
BRIGHTON MI 48114 4994

Occupant
2758 COOLIDGE HWY
BERKLEY MI 48072 1557

JENNA IN WHITE LLC
4260 PEMBERTON CIR
BRIGHTON MI 48114 4994

Occupant
2675 COOLIDGE HWY
BERKLEY MI 48072 1554

GIBSON GIRL HOLDINGS LLC
790 W LINCOLN ST
BIRMINGHAM MI 48009 4117

Occupant
2676 COOLIDGE HWY
BERKLEY MI 48072 1555

TRAVIS ALIAS
7106 TIMBERVIEW TRL
WEST BLOOMFIELD MI 48322 3343

CITY OF BERKLEY
3338 COOLIDGE HWY
BERKLEY MI 48072 1636

0612 INVESTMENT PROPERTIES LLC
6789 TREE KNOLL DR
TROY MI 48098 6504

Occupant
2691 COOLIDGE HWY
BERKLEY MI 48072 1554

Occupant
2782 COOLIDGE HWY
BERKLEY MI 48072 1557

LAAM MANAGEMENT LLC
2680 COOLIDGE HWY
BERKLEY MI 48072 1555

FREDERIC INVESTMENTS LLC
2695 COOLIDGE HWY
BERKLEY MI 48072 1554

ANDREW T GILBERT
LISA F GILBERT
2680 COOLIDGE HWY
BERKLEY MI 48072 1555

Occupant
2705 COOLIDGE HWY
BERKLEY MI 48072 1556

KEVIN MULVANEY
NICOLE MULVANEY
2380 FRANKLIN RD
BERKLEY MI 48072

CARLSON MERSINGER LLC
2851 RUSSELL BLVD
ST LOUIS MO 63104 2141

JOEL BACOW
1525 E NINE MILE RD
FERNDAL MI 48220

Occupant
2769 COOLIDGE HWY
BERKLEY MI 48072

Occupant
2838 COOLIDGE HWY
BERKLEY MI 48072 1559

Occupant
2686 KENMORE RD
BERKLEY MI 48072 1516

2789 COOLIDGE LLC
2392 CAMBRIDGE RD
BERKLEY MI 48072 1709

FSZ HOLDINGS LLC
31150 NORTHWESTERN HWY # 100
FARMINGTON HILLS MI 48072

JEFFREY MATTHEW KALIL LIVING TRUST
4186 WABEEK LAKE DR S
BLOOMFIELD HILLS MI 48302 1862

Occupant
2730 KENMORE RD
BERKLEY MI 48072 1583

MARTIN B SMITH
2426 FRANKLIN RD
BERKLEY MI 48072 3303

RICHARD COMBE
LISA COMBE
2451 WILTSHIRE RD
BERKLEY MI 48072 3320

2730 KENMORE RD, LLC
36536 RAYBURN ST
LIVONIA MI 48154 1822

CHRISTINE A VETERE
RYAN A ROSSI
2438 FRANKLIN RD
BERKLEY MI 48072 3303

Occupant
2860 COOLIDGE HWY
BERKLEY MI 48072 1559

MARIE NALEZYTY
2451 FRANKLIN RD
BERKLEY MI 48072 3304

DEREK BOGGON
KIMBERLY BOGGON
2824 KENMORE RD
BERKLEY MI 48072 1584

BERKLIDGE GROUP LLC
999 S LOGAN ST STE 300
DENVER CO 80209 5801

BERKLEY SCHOOL DISTRICT
14700 W LINCOLN ST
OAK PARK MI 48237 1366

DONNA M COLEMAN
2848 KENMORE RD
BERKLEY MI 48072 1584

GARY HOYE
2395 WILTSHIRE RD
BERKLEY MI 48072 1823

MELISSA M SAWYERS
2412 FRANKLIN RD
BERKLEY MI 48072 3303

CARLSON MERSINGER LLC
2851 RUSSELL BLVD
ST LOUIS MO 63104 2141

ARTHUR CURTIS
TIFFANY CURTIS
2437 WILTSHIRE RD
BERKLEY MI 48072 3320

ROSEMARY M WOOLLEY
KAREN H HAUG
2366 FRANKLIN RD
BERKLEY MI 48072 1816

Occupant
2850 COOLIDGE HWY
BERKLEY MI 48072 1559

LAUREN GREENBERG
2396 FRANKLIN RD
BERKLEY MI 48072

Occupant
2823 COOLIDGE HWY
BERKLEY MI 48072 1558

FSZ HOLDINGS LLC
31150 NORTHWESTERN HWY # 100
FARMINGTON HILLS MI 48072

CARLSON MERSINGER LLC
2851 RUSSELL BLVD
ST LOUIS MO 63104 2141

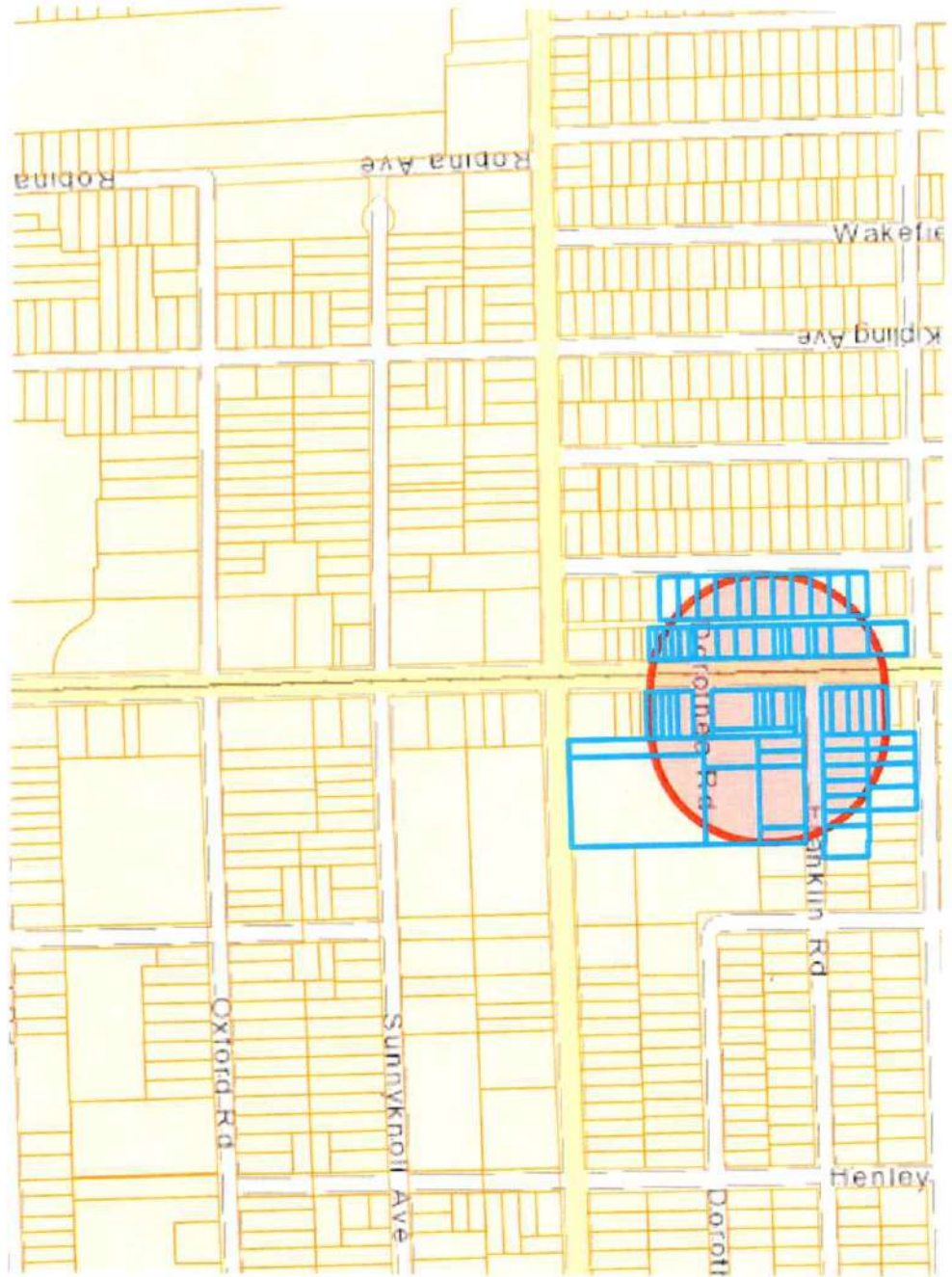
MHG INC
2689 COOLIDGE HWY
BERKLEY MI 48072 1554

Occupant
2717 COOLIDGE HWY
BERKLEY MI 48072 1556

BLACK DOG ATELIER LLC
26736 WYOMING RD
HUNTINGTON WOODS MI 48070 1235

NICHOLAS P DANOWSKI
ARIEL G REGNER
2425 WILTSHIRE RD
BERKLEY MI 48072 3320

Daniel Haberman
Haberman Real Estate
1061 Badder Dr
Troy, MI 48083





CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Daniel Haberman, Applicant
From: Kristen Kapelanski, Community Development Director
Subject: **PSU-01-24: 2758 Coolidge Hwy.**
Date: February 14, 2024

The applicant has requested to occupy the building at 2758 Coolidge Highway with a first-floor office use. The current zoning of the parcel is Downtown District and first floor office uses are a special land use in the Downtown District. No exterior site changes (outside of signage) are proposed.

Special land uses require the approval of the City Council after a recommendation from the Planning Commission. Standards listed in the ordinance for consideration of a special land use request are identified below. Staff comments are italicized.

- The proposed use will promote the use of the land in a socially and economically desirable manner. *Consistent with special land use approval for other first floor offices in the Downtown District granted by the City Council after a positive recommendation from the Planning Commission, the proposed office will occupy a soon to be vacant space in the downtown area bringing economic activity to the area.*
- The proposed use is necessary for the public convenience at that location. *The office will provide a storefront location for clients of the business to access.*
- The proposed use is compatible with adjacent land uses. *The proposed use is located in an area with other office and retail uses.*
- The proposed use is designed so that the public health, safety and welfare shall be protected. *The proposed use will not cause any detrimental health and safety effects to adjacent businesses.*
- The proposed use will not cause injury to other property in the neighborhood. *The proposed use will not cause any detrimental effects to other properties in the neighborhood.*

Staff recommends approval of the request.

Please contact me if you have any questions.

Cc: Kim Anderson, Zoning Administrator

THE REGULAR MEETING OF THE BERKLEY CITY PLANNING COMMISSION WAS CALLED TO ORDER AT 7:00 PM, FEBRUARY 27, 2024 AT BERKLEY PUBLIC SAFETY BY CHAIR LISA KEMPNER.

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

PRESENT: Shiloh Dahlin Lisa Hamameh
Joe Bartus Mike Woods
Lisa Kempner
Eric Arnsman

ABSENT: Josh Stapp

ALSO, PRESENT: Kristen Kapelanski, Community Development Director
Greg Patterson, City Council Liaison
Megan Masson-Minock, Planning Consultant

Motion by Commissioner Woods to excuse the absence of Commissioner Stapp. Motion supported by Commissioner Dahlin.

Voice Vote to approve the absence of Commissioner Stapp.

AYES: 6
NAYS: 0
ABSENT: Stapp

MOTION CARRIED

APPROVAL OF AGENDA

Motion by Commissioner Bartus to approve the agenda and supported by Commissioner Woods.

Voice vote to approve the agenda

AYES: 6
NAYS: 0
ABSENT: Stapp

MOTION CARRIED

APPROVAL OF THE MINUTES

Motion by Commissioner Hamameh to approve the minutes of the regular Planning Commission meeting on January 24, 2024 and supported by Commissioner Dahlin.

Voice vote to approve the meeting minutes of January 24, 2024.

AYES: 6
NAYS: 0
ABSENT: Stapp

MOTION CARRIED

COMMUNICATIONS

The most recent copy of Michigan Planner was shared with the Commission members.

CITIZEN COMMENTS

NONE

OLD BUSINESS

NONE

NEW BUSINESS

- 1. **PUBLIC HEARING PSU-01-24: 2758 Coolidge Hwy.:** The applicant, Upper Michigan Land Company Headquarters, is requesting special land use approval to occupy a building at 2758 Coolidge Hwy. with a first-floor office use in the Downtown District, on the east side of Coolidge Hwy., between Franklin Rd. and Dorothea Rd.

Community Development Director Kapelanski went over the specifics of the request for first floor office use in the Downtown District, a special land use. There are no exterior site changes proposed. The Planning Commission should consider the standards outlined in the staff review. This matter would be for a recommendation to City Council.

Dan Haberman, the applicant, approached the Commission. He noted he is excited to move his business to Berkley and is available to answer any questions.

Commissioner Hamameh confirmed with staff that commercial uses are allowed by right at this location. She asked why office would be a special land use.

Community Development Director Kapelanski said she wasn't sure why office was listed as a special land use. She noted in making her recommendation, she was looking at negative impacts, like noise and traffic, to surrounding properties and past decisions of the Commission on similar requests.

Chair Kempner opened the public hearing at 7:05PM.

Nick Appleyard, owner of Perch, opposed the request. Retail in this area of Coolidge had a good community going. Office in this location will not be good for retail business. It doesn't help add to the community that exists.

Uli Laczkovich, owner of Ullman's Health and Beauty, agreed with the previous speaker. These businesses are trying to establish a lively retail and restaurant zone on Coolidge. She heard from Berkley residents that they were sad Vitrine was closing. Berkley residents like to support their local retail and restaurants. She is questioning how the new business can add to and support the downtown.

Julie La Framboise, employee at Perch and resident of Berkley, opposes the special land use request because a thriving downtown area will raise community property values. She would like to see retail or restaurant in this space.

Molly Patterson, owner of Perch, opposed the request. This area of Coolidge has a great sense of community and this use will not add to that. Perch has people come in from all over the metro area and other areas of the country and they ask where to go in the community for retail and restaurant. An office use takes away from that.

Luke James, owner of Toadvine Books, agrees with the previous speakers. This area is starting to reach a critical mass of foot traffic with their mix of businesses and this will set that effort back.

Desiree Dutcher, Berkley resident and business owner, is opposed to the request. There are plenty of other office spaces available along Coolidge. She would recommend businesses look for spaces that already fit their needs. The four stores (if Vitrine was included) act as four corners anchoring this area of Coolidge. Changing one to office will disrupt that mix.

No one else wished to speak and Chair Kempner read the emailed comments into the record.

Katie and Nick Forte, owners of June and December, oppose the request. They do not feel an office use fits with the master plan and will not bring foot traffic to this area of downtown. Turning Vitrine into office will undermine the efforts of the community in this area.

No additional comments were received and no one else wished to speak. Chair Kempner closed the public hearing at 7:16PM.

Commissioner Hamameh asked the applicant to respond to the public comments.

Mr. Haberman said he understood the importance of retail. But this is going to be a company moving into a vacant building not replacing a beloved local business. He complimented the surrounding businesses and said they wanted to be a good neighbor and help to continue the growth of the City.

Chair Kempner clarified this is not a change of zoning but a special land use request.

Commissioner Bartus confirmed with staff that unless the exact same business was proposed, this would come back before the Commission for a special land use request.

Commissioner Hamameh said she also preferred retail and restaurant but there is a tenant ready to move in now. She is struggling to say no based on the standards.

Chair Kempner agreed. She also feels conflicted.

Commissioner Bartus suggested the Commission go through the special land use standards.

Chair Kempner read the first standard: The proposed use will promote the land in a socially and economically desirable manner.

Commissioner Bartus felt this was satisfied as the building would otherwise be vacant.

Commissioner Woods agreed however he understood the perspective from the public comments. He was less sure if it was socially desirable.

Chair Kempner said she was also struggling with that. Retail uses are more economically desirable than office in terms of foot traffic.

Commissioner Arnsman noted office uses can also bring with them employees who may frequent area businesses.

Commissioner Dahlin was curious if there would be employees at the proposed office space and if they have customers visit.

Mr. Haberman said office hours will vary. Clients will be coming to the office. Generally, someone will be there, primarily him, Monday through Friday.

Commissioner Dahlin was also struggling with this. It would be nice to have a retail or restaurant but she would also not like to see a vacant building.

Community Development Director Kapelanski confirmed adequate parking is provided.

Chair Kempner read the next standard: The proposed is necessary for the public convenience at that location. The Commission though this standard was a little awkward in this case but that it was generally met.

Chair Kempner read the next standard: The proposed use is compatible with adjacent land uses. The Commission agreed this standard was met.

Chair Kempner read the next standard: The proposed use is designed so that the public health, safety and welfare shall be protected. The Commission agreed this standard was met.

Chair Kempner read the next standard: The proposed use will not cause injury to any other property in the neighborhood.

Commissioner Hamameh understood the want for a walkable community with purely restaurant and retail space but this is an allowed use with a special land use.

Commissioner Bartus said there was no injury because the use is allowed.

Motion by Commissioner Hamameh to recommend approval of the special land use request for PSU-01-24 because:

- a) It is consistent with special land use approval for other first floor offices in the Downtown District that have been granted by City Council after a positive recommendation by the Planning Commission;
- b) It will promote the use of the land in a socially and economically desirable manner;
- c) The office will provide a storefront location for clients of the business to access making it a public convenience at that location;
- d) The proposed use is located in an area with other office and retail uses and is compatible with adjacent land uses;
- e) The use will not cause any detrimental health and safety effects to other businesses; and
- f) The proposed use will not cause any detrimental effects to other properties in the neighborhood.

Motion supported by Commissioner Bartus.

Roll call vote for motion to recommend approval of the special land use request for PSU-01-24 2758 Coolidge Hwy.

AYES: 5

NAYS: 1 (Kempner)

ABSENT: Stapp

MOTION CARRIED

2. **PUBLIC HEARING PSU-02-24:1818 Mortenson Blvd.:** The applicant, Christina DelPizzo, is requesting special land use approval for a child care center for 7-12 children at 1818 Mortenson Blvd. in the Single-Family Residential R-1D District, on the east side of Mortenson Blvd., north of Princeton Rd.

Community Development Director Kapelanski went over the specifics of the request for a child care center for 7-12 children in a single-family residential district, which requires a special land use permit per the City Attorney. The City Attorney noted that family day care homes for 1-6 children are a principal permitted use in all single-family residential districts per state law. Even though Berkley's ordinance does not specially call out group day care homes for 7-12 children as a special land use or principal permitted use, it does call out child care centers in the single-family residential districts as a special land use. Therefore, this item would need to go through the special land use process. There are no exterior site changes. The standards in Section 138-653 should be considered for approval. Staff recommends approval as outlined in the provided memo.

The applicant, Christina DelPizzo, provided some background on her business. She is a former teacher who had trouble finding good daycare. One of original employees had a housing issue so they began expanding by opening satellite locations with other qualified teachers, who live in the home and are the licensed childcare provider through the State of Michigan. They have no complaints from any of the municipalities with other locations. She said there was not clear direction from City staff and she was originally told home day cares don't need any approvals. Staff then let her know that things may have not been done incorrectly in the past and she needed this special land use approval.

Commissioner Bartus confirmed there are other teachers in the home as well, mostly on a part time basis. Child care would operate from 7AM-5PM Monday-Friday.

Ms. DelPizzo said they have staggered pickup times in the past per the request of other municipalities. There are usually about eight families with each location.

Commissioner Hamameh asked if the applicant has observed the traffic in the area. She is concerned that this is so close to Eleven Mile and Princeton can also be a busier side street.

Ms. DelPizzo said there are usually one to two cars there at one time. They've never received any complaints about the traffic. She also noted that this is a boulevarded street which provides for easier drop off and pick up in terms of the direction of traffic.

Commissioner Bartus confirmed there is no site plan review associated with this request.

Community Development Director Kapelanski said she did consider the boulevard as providing easier drop off and pick up because of the singular direction of traffic. A corner lot also allows for more access. Berkley has schools integrated throughout the neighborhoods that impact the surrounding homes for brief periods of the day during pick-up and drop-off times. This would not function much differently than that.

Chair Kempner opened the public hearing at 7:59PM.

Colleen Estapp, 1721 Princeton, opposed the request because of traffic concerns. There is already heavy traffic in the area and parking on the property is non-existent. Mortenson is not a safe place for pick ups and drop offs. Pick-ups cannot be easily scattered. Kids outside snacking and eating will add to the City's rat problem.

Robert Faust, 1885 Mortenson, opposed the request. He submitted a signed petition opposing the request. He does not understand how staff could recommend approval. The property owner has been doing work without permits. It was reported to the City. Parking will be an issue at this location. Other locations are on or near major roads.

Emily Smith, 1852 Mortenson, opposed the request. She understands the need for day care but one location for 7-12 kids does not significantly impact that. She has safety concerns with kids getting in and out of the car on Mortenson, which is a very busy street at times with a congestion issue at times. She is concerned that the maintenance of the property may equal that of other properties in the neighborhood. She is concerned about noise and congestion. Surrounding families have the same vested interest in the community and a business just doesn't have the same priorities.

Brad Davison, 1835 Mortenson, opposed the request. He agreed with the previous speaker. Mortenson is not an ideal place to be dropping off kids. The lot size and noise are concerning based on the number of children that will be there. He talked with the applicant's husband who misrepresented the fact that this would be a rental for a family. In talking to the fence contractor, he found out this would be a daycare instead.

Emma Valasko, 2076 Cambridge, was wondering if this matter is the reason that signs for a variance hearing were posted at the former Drought building and the gas station on Eleven Mile.

Chair Kempner responded those items were at the Zoning Board of Appeal's last meeting and those items do not come before the Planning Commission.

Erin Colby, 1785 Mortenson, opposed the request. She noted she moved to Berkley to be part of the community not to live near a business.

Jennifer Baranski, 1833 Mortenson, opposed the request. This daycare will add to existing parking and traffic problems in the neighborhood.

Chair Kempner read the emailed public comments into the record.

Liz Roesti had concerns with the proposal. She mentioned traffic and the character of the area and doesn't like the idea of a business operating in a residential area.

Emily Smith's email included the comments she made publicly at the meeting.

Erin Colby's email included the comments she made publicly at the meeting.

Jennifer Baranski's email included the comments she made publicly at the meeting.

Luke Orlins opposed the request and submitted a petition with fifteen signatures opposing the project citing concerns similar to concerns cited by others who spoke at the meeting.

Maria Lacombe opposed the request stating this is a calm and quiet neighborhood.

Chair Kempner closed the public hearing at 8:23PM.

Community Development Director Kapelanski confirmed group day care homes had to be either a principal permitted use or a special land use but they must be allowed in single-family residential districts. They need to have a screen fence and otherwise, the state standards, dictate the requirements.

Commissioner Woods stated LARA (State of Michigan's Bureau of Licensing and Regulatory Affairs) is only concerned with their standards and doesn't look at the impacts to a neighborhood.

Commissioner Hamameh asked about the ages of the children that would be at the daycare.

Ms. DelPizzo responded the children are three months to four years of age.

Chair Kempner asked where the employees would park.

Ms. DelPizzo said there would be one in the garage and one in the driveway. There is a large need for childcare in the area and communities need to make space for the youngest and oldest members of the community.

Commissioner Bartus said maintenance of the property would be addressed like any other home in the community that is not maintained and should not be connected to the special land use request. Parking is allowed on Mortenson and the safety concern of that street should not be linked to the request since the primary use of the property is a single-family house and those concerns would go with any home.

Chair Kempner said she didn't know if she agreed with that. There is much more drop-off and pick-up with a child care than there would be with a single-family home.

Commissioner Bartus didn't think it was all that different than living near an elementary school. Noise would also be handled through nuisance complaints through code enforcement. The size of the house would be regulated by LARA. Traffic should not be a concern because of the number of trips that would be generated is fairly low. A lot of the public concerns are valid but it seems like they don't necessarily fall under the special land use provisions.

Commissioner Woods suggested the Commission discuss the request point by point with regard to the special land use standards.

Chair Kempner read the first standard: The proposed use will promote the use of land in a socially and economically desirable manner.

Commissioner Woods said he struggled with that first standard.

Chair Kempner agreed. The impacts of twelve children in a neighborhood could be significant.

Commissioner Hamameh agreed with staff's review that the use provides a child care option while maintaining the single-family characteristics of the property.

Commissioner Bartus agreed.

Commissioner Dahlin agreed with Chair Kempner and had concerns about the noise and the traffic. The neighbors didn't expect to live next to a daycare.

Commissioner Woods wondered if this really still acted like a single-family home.

Commissioner Hamameh said it is a single-family home with a lot of kids expect for the pick-ups and drop-offs. She confirmed with staff that all of the factors should be met for approval but not all of them have to be included for a denial.

Commissioner Bartus asked if this location was unique in the single-family district. To what extent is the context of the surroundings impacting the special land use request?. If this would be approved somewhere else, it would need to be approved here.

Community Development Director Kapelanski confirmed they should be looking at this request based on the context of this property, not group daycare homes in a single-family neighborhood.

Chair Kempner stated corner properties pose a problem because they generally do not have a large driveway. This is also near Berkley High School and Rogers, which adds traffic to the area.

Commissioner Hamameh thought a boulevard is a good place for something like this, as articulated by staff.

Chair Kempner read the second standard: The proposed use is necessary for the public convenience at that location.

The Commission agreed this was met.

Commissioner Arnsman said looking at the state standards, this use is not treated like any other business but is given special treatment in single-family residential districts.

Chair Kempner read the third standard: The proposed use is compatible with adjacent land uses.

Commissioner Woods was unsure if this was true in this case.

Commissioner Hamameh thought it was compatible even though it may have traffic issues.

Chair Kempner read the fourth standard: The proposed use is designed so that public health, safety and welfare shall be protected.

Commissioner Bartus thought this would be met.

Commissioner Woods mentioned that kids eating in the backyard might contribute to a rodent problem.

Commissioner Arnsman asked how that was any different than him or his children eating in the backyard.

Commissioner Dahlin wondered if traffic along the road could block public safety vehicles.

Chair Kempner read the fifth standard: The proposed use will not cause injury to other properties in the neighborhood.

Commissioner Bartus thought this would be met.

Community Development Director Kapelanski noted the Commission could attach conditions to any motions of approval if there were specific things the Commission wanted to address.

The Commission thought that imposing conditions based on arbitrary ideas didn't make sense right now.

Motion by Commissioner Bartus to recommend approval of the special land use request for PSU-02-24 because it meets the standards in Section 138-653.

Motion supported by Commissioner Hamameh.

Roll call vote for motion to recommend approval of the special land use request for PSU-02-24 1818 Mortenson

AYES: 3

NAYS: 3 (Dahlin, Kempner, Woods)

ABSENT: Stapp

MOTION FAILED

Motion by Commissioner Woods to recommend denial of the special land use request for PSU-02-24 because it does not meet the standards of Section 138-653.

Motion supported by Commissioner Dahlin.

Roll call vote for motion to recommend denial of the special land use request for PSU-02-24 1818 Mortenson

AYES: 3

NAYS: 3 (Bartus, Hamameh, Arnsman)

ABSENT: Stapp

MOTION FAILED

Motion by Commissioner Bartus and supported by Commissioner Arnsman to postpone consideration of the special land use request for PSU-02-24.

Roll call vote for motion to postpone consideration of the special land use request for PSU-02-24 1818 Mortenson

AYES: 6

NAYS: 0

ABSENT: Stapp

MOTION CARRIED

- 3. PSP-09-23: 27333 – 27387 Woodward Ave.:** The applicant, The Jewish Community Center of Metropolitan Detroit, is requesting site plan approval for a community center at 27333-27387 Woodward Ave. in the Woodward District, on the west side of Woodward Ave., between Columbia and Cambridge Rds.

Community Development Director Kapelanski gave a high-level overview of the project. The applicant is proposing a community center in the former Wedding Shoppe space on Woodward next to Einstein Bagels. All staff and consultant reviews are recommending approval.

Planning Consultant Megan Masson-Minock detailed the project. The uses are allowed in the Woodward District. The parking area (existing) is zoned Parking. The proposal includes several flex spaces, a carryout restaurant and a rooftop space. The applicant is requesting a 10% parking waiver. Ms. Masson-Minock detailed the use and breakdown of the space as provided in the applicant's materials and parking study. Uses would not be conducted simultaneously. Those policies should be formalized in a shared parking agreement. Parking requirements were calculated based on the requirements for a community center, the closest compatible use in the Zoning Ordinance. Ms. Masson-Minock went over the applicant's shared parking study and the request for a 10% waiver of the required parking. There were also several outstanding minor landscape and lighting items that would need to be included on a revised plan for staff review.

Commissioner Woods asked how many spaces are part of the 10% reduction.

Planning Consultant Masson-Minock stated the applicant is asking for a waiver of 4 spaces. She detailed how she arrived at the parking requirement breakdown.

Commissioner Hamameh said the unique use of the property is hard to pin down in terms of fitting into the required parking categories of the Zoning Ordinance.

Planning Consultant Masson-Minock said there is no room to add more parking and the Commission needs to determine if they give a 10% waiver, is the parking going to be adequate.

The applicant, Brian Siegal, went over their proposal. He detailed the uses. There are commercial elements but they are all part of the whole. He went over the shared parking study showing the actual parking needs of Einstein and the anticipated needs of the Jewish Community Center.

Commissioner Hamameh asked about the relationship between the Jewish Community Center and Einstein's. How would the shared parking work if Einstein's leaves?

Mr. Siegal stated all of the activity at the Jewish Community Center is programmed and they are in control of the operation. They do not want to have a parking issue either.

Chair Kempner asked if the landlord of both spaces is willing to sign off on the shared parking agreement.

Mr. Siegal said he didn't want to speak for the landlord but felt confident something could be worked out. He confirmed they do not have any shared parking arrangements with the Blarney Stone (the adjacent parking lot) but expected to approach them in the future.

Chair Kempner asked about the everyday event schedule. It seems like there wouldn't be enough parking to accommodate that.

Mr. Siegal said they would engineer the schedule so that classes would not overlap and overburden the parking. For larger events, they would coordinate off-site parking.

Chair Kempner noted the standards by which the Commission could grant a 10% parking waiver.

Commissioner Hamameh said parking is her concern. Based on the representations made by the applicant, she would be comfortable with the waiver provided conditions were attached. She is concerned that it would be hard to enforce a representative schedule.

Community Development Director Kapelanski said that staff could investigate to make sure the applicant is generally adhering to their representative schedule if parking became an issue and the Commission attached that requirement as a condition.

Planning Consultant Masson-Minock said a condition could be attached that if parking is occurring outside the parking lot due to uses at the site, the management of the building would need to meet with the Community Development Department in order to adjust programming. The landlord would probably also need to be involved. The waiver could also be based on the finding that there are nine spaces available along Woodward and they are waiving four.

Commissioner Bartus asked about the other outstanding planning issues.

John DeBruyne, architect for the project, confirmed he would take care of the outstanding landscaping clarifications on a future submittal for staff review. The rooftop lighting in question will be removed. The projections are shown on the architectural floor plan.

Commissioner Bartus wondered if noise could be an issue for the adjacent neighbors with the use of the rooftop and if screening is provided.

Mr. DeBruyne confirmed the fence would screen the rooftop heating and cooling units.

Commissioner Hamameh said she didn't think noise would be an issue because the rooftop activities were facing Woodward and not the alley and the neighborhood.

Motion by Commissioner Hamameh and supported by Commissioner Woods to approve the site plan for PSP-09-23 subject to:

- a) The 10% parking reduction is granted based on current and anticipated levels of patrons and parking based on applicant's management of its uses within the development consistent with its representations made at the Planning Commission such that its customers are not spilling beyond the property's parking spaces into the neighborhood;
- b) A legal, recordable agreement addressing shared parking among the uses of the building in a form approved by staff and the city attorney; and
- c) Compliance with the conditions in the staff and consultant review letters.

And finding that:

- d) The architecture and materials as presented meet the standards for site plan approval.

Roll call vote for motion to approve PSP-09-23 27333-27387 Woodward Ave.

AYES: 6

NAYS: 0

ABSENT: Stapp

MOTION CARRIED

LIAISON REPORT

Commissioner Bartus gave a summary of the February Chamber of Commerce meeting.

Chair Kempner said the DDA Meeting mostly discussed the budget.

Commissioner Arnsman gave a summary of the February Environmental Committee meeting.

Councilmember Patterson said a first reading was passed at City Council to allow for an additional 45 day extension of marihuana business licenses.

COMMISSIONER COMMENTS

None

STAFF COMMENTS

Community Development Director Kapelanski directed the Planning Commission to the memo detailing the activities of the Zoning Ordinance Steering Committee and asked them to send any comments to her.

ADJOURNMENT

Motion to adjourn by Commissioner Hamameh, supported by Commissioner Woods.

Voice vote for adjournment

AYES: 6

NAYS: 0

ABSENT: Stapp

With no further business, the meeting was adjourned at 10:46PM.

March 18, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to approve the appointment to Boards and Commissions:

Zoning Board of Appeals

Craig Childers – alternate

Ayes:

Nays:

Motion:

RESOLUTION OF THE CITY COUNCIL OF BERKLEY, MICHIGAN**URGING STATE LEADERS TO ADDRESS THE INADEQUACY OF STATE STATUTORY REVENUE SHARING AND ENCOURAGING OTHER MICHIGAN CITIES TO JOIN THIS EFFORT**

WHEREAS, the City of Berkley, along with other local governments in Michigan, relies on state revenue sharing to provide essential services to its residents; and

WHEREAS, state revenue sharing in Michigan is divided into two types: constitutional and statutory, with the latter being subject to legislative appropriations; and

WHEREAS, the City of Berkley has experienced a significant reduction in statutory revenue sharing, impacting the city's ability to fund essential services adequately, a challenge shared by many cities across Michigan; and

WHEREAS, projections calculated and provided by the Michigan Department of Treasury indicate a concerning trend for the City of Berkley, with a yearly unfunded amount reaching approximately \$783,231 by the year 2025, and a cumulative unfunded amount of \$11M since 2004.

WHEREAS, State Revenue Sharing accounts for 13% of the City of Berkley's General Fund budget; and

WHEREAS, this reduction in statutory revenue sharing places an undue financial strain on the City of Berkley and other Michigan cities, necessitating either cuts in essential services or increased local taxation, both of which adversely affect residents;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Berkley, Michigan, hereby urges the Governor of Michigan, the Michigan State Legislature, and other state leaders to:

1. Acknowledge the critical importance of statutory revenue sharing for the financial stability of local governments and the well-being of their residents;
2. Reassess and amend the current approach to statutory revenue sharing to ensure more stable and adequate funding for local governments;
3. Consider the long-term implications of reduced statutory revenue sharing on the quality of life in Michigan communities;
4. Engage in open and collaborative discussions with local government representatives, including a coalition of Michigan cities, to develop a more equitable and sustainable revenue-sharing model.

BE IT FURTHER RESOLVED that the City of Berkley encourages other Michigan cities to adopt similar resolutions, thereby creating a unified voice to address this critical issue effectively.

BE IT FURTHER RESOLVED that copies of this resolution be sent to the Governor of Michigan, the Michigan State Legislature, local government associations, and municipalities across Michigan.

Adopted this 18th day of March 2024, by the City Council of Berkley, Michigan.

Year	Actual Const.	Actual Statutory	Unfunded
2003	1,035,343	631,492	-
2004	1,024,096	474,246	150,681
2005	1,048,536	433,474	206,369
2006	1,066,389	399,131	251,606
2007	1,044,230	377,647	259,568
2008	1,079,094	342,783	315,707
2009	1,017,715	342,783	278,252
2010	986,539	223,488	378,523
2011	1,009,951	200,076	416,221
2012	1,074,986	151,608	504,375
2013	1,097,243	162,438	507,127
2014	1,122,975	170,262	515,005
2015	1,140,617	175,461	520,572
2016	1,139,518	175,461	519,901
2017	1,205,193	175,461	559,978
2018	1,237,024	187,616	567,247
2019	1,293,440	187,556	601,733
2020	1,292,184	159,890	628,633
2021	1,465,194	191,870	702,228
2022	1,614,069	195,707	789,238
2023	1,636,037	207,449	790,901
2024	1,676,976	219,877	803,455
2025	1,672,456	237,343	783,231