



**CITY OF BERKLEY PUBLIC NOTICE  
REGULAR CITY COUNCIL MEETING  
MONDAY, JUNE 15, 2026 - 7:00 PM  
CITY HALL - 3338 COOLIDGE HIGHWAY  
248-658-3300**

**CALL 41ST COUNCIL TO ORDER**

**APPROVAL OF AGENDA**

**MAYOR-LED MOMENT OF REFLECTION**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT(S)**

Comments are invited on each Agenda item when that item comes up for consideration. Matters not listed on the Agenda may be addressed at this time. Please state your name and residential city. Each speaker's remarks are a matter of public record, and the Council will not engage in a back-and-forth discussion. Any person speaking at a City Council Meeting may be called to order by the Mayor or any Council Member for failure to be germane to the business of the City or for disruptive or disorderly behavior which prevents the Council from conducting its business. There is a three-minute limit per speaker.

**ORDER OF BUSINESS**

**CONSENT AGENDA**

- 1) Minutes of the 41st Regular City Council meeting on Monday, June 1, 2026.
- 2) Warrant List No. 1423.
- 3) Swap loader salt body repairs utilizing the MITN Cooperative Purchasing Program/Rochester Hills Co-op.
- 4) RCOC Tri-Party Agreement Greenfield Rd 57871.
- 5) Updates to the City of Berkley Non-Discrimination Policy.
- 6) Second reading and adoption of an ordinance of the City Council of the City of Berkley, Michigan, to amend Chapter 109 Subdivisions, Article IV Design Standards for Subdivision Planning, to repeal Sections 109-26 Guarantee of Completion of Improvements Required by the City and Section 109-27 Condition of City Approval of Final Plat - Financial Guarantees.
- 7) Approval for purchase of City Motor Pool Vehicle — Ford Escape for 26/27 Fiscal Year.
- 8) Approval for the purchase of two 2027 Ford F-250 (Public Works) for 26/27 Fiscal

Year.

- 9) Resolution authorizing the West Nile Virus Expense Reimbursement Request.
- 10) Civic Plus NextRequest FOIA software budgeted purchase.
- 11) Proclamation designating June as National Cancer Survivors Month.

## **REGULAR AGENDA**

- 1) Recognitions or presentations from the Consent Agenda.
- 2) Approval of Special Assessment Rolls No. 101 and No. 102 and Authorizing Placement of the unpaid balances on the 2026 Property Tax Roll.
- 3) Amendment 2026-5 of the 2025-26 Budget as Presented.
- 4) Award the contract for property cleanups and emergency board-ups.
- 5) Second reading and adoption of an ordinance of the City Council of the City of Berkley, Michigan to amend Section 3.03.A Commercial Occupancy Certificate/Business License, Section 3.10 Performance Guarantees, Section 6.04.C.6 Multiple Family Development, Section 6.04.D.1 Authorized Site Layouts, Section 9.16 Locating Parking Lots, Section 11.08.C Standards for All Temporary Signs, Section 11.10 Nonconforming Signs, Section 14.04.E Parking Spaces for Other Land Uses, Section 14.04.N Leased Parking in Municipal Lots, and Section 15.03.A Sketch Plan of Chapter 138 Zoning of the City of Berkley Code of Ordinances.
- 6) Consideration of GLWA (Great Lakes Water Authority) Member Partner Contract for Legal Services for the 3M and Dupont Public Drinking Water Settlements and the Corresponding Resolution of GLWA Member Partner the City of Berkley Authorizing the Execution of the Legal Services Agreement for the 3M and DuPont Public Drinking Water Settlement.

## **COMMUNICATIONS**

## **ADJOURN**

Note: The City Of Berkley Will Provide Necessary Reasonable Auxiliary Aids And Services, Such As Signers For The Hearing Impaired And Verbal Representations 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 To The Council Before The Meeting May Send An Email To [Comment@Berkleymi.Gov](mailto:Comment@Berkleymi.Gov) By Noon On The Day Of The Meeting. Emails Sent Prior To The Deadline Will Be A Part Of The Meeting Record But Will Not Be Read During The Council Meeting.

**THE REGULAR MEETING OF THE FORTY-FIRST COUNCIL OF THE CITY OF BERKLEY, MICHIGAN  
WAS CALLED TO ORDER AT 7:00 PM ON MONDAY, JUNE 1, 2026 BY MAYOR DEAN**

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

**ABSENT:** Councilmember Gary Elrod

**OTHER STAFF PRESENT:**

City Manager Crystal VanVleck  
City Attorney Lisa Hamameh  
City Clerk Victoria Mitchell  
Community Development Director Kristen Kapelanski  
Human Resources Director Jessica Stover

**APPROVAL OF AGENDA**

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

**PUBLIC COMMENT**

None.

**CONSENT AGENDA**

Mayor Pro Tem Gavin moved to approve the following Consent Agenda  
Seconded by Councilmember Black

**M-56-26:** Minutes of the 41st Regular City Council meeting on Monday, May 18, 2026.

**M-57-26:** Approval of participation in the 2026 Oakland County Local Road Improvement Program.

**P-08-26:** Approval of the LGBTQIA+ Pride Month proclamation.

**P-09-26:** Approval of the Juneteenth Celebration Day proclamation.

Ayes: Gavin, Hennen, Patterson, Baker, Black and Dean  
Nays: None  
Absent: Elrod  
Motion Approved.

***Regular Agenda***

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

Councilmember Patterson read the LGBTQIA+ Pride Month proclamation in its entirety.  
Councilmember Black read the Juneteenth Celebration Day proclamation in its entirety.

**M-58-26:** Approval of the Joinder Agreement to the Health Services Agreement with Marathon Health, and the Fourth Amendment to the Interlocal Agreement for On-Site Health & Wellness Center and authorize the City Manager to sign both.

Councilmember Patterson moved to approve Motion No. M-58-26

Seconded by Councilmember Black

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

Nays: None

Absent: Elrod

Motion Approved.

**Public Hearing for the vacation of an alley covering the northerly 18 feet of lots 39-49 in the Ellwood Heights Subdivision.**

Public Hearing Opened: 7:30 PM

Comments: Community Development Director Kristen Kapelanski spoke and said she did not receive any comments via email or phone.

Public Hearing Closed: 7:31 PM

**R-10-26:** Approval of the resolution vacating an alley covering the northerly 18 feet of lots 39-49 in the Ellwood Heights Subdivision.

Councilmember Hennen moved to approve Resolution No. R-10-26

Seconded by Councilmember Patterson

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

Nays: None

Absent: Elrod

Motion Approved.

**COMMUNICATIONS:**

**COUNCILMEMBER BAKER**

- The Downtown Development Authority (DDA) meets next on Wednesday, June 10<sup>th</sup>. They're continuing to focus on the Robina Placemaking Project and the Dorothea Popup Park this summer, and they're in the implementation process of the expanded BOSS Social District as well. For more information on that and upcoming cool events, you can visit [downtownberkeley.com](http://downtownberkeley.com).
- The Berkley Historical Committee will meet on June 9<sup>th</sup>.
  - They have a new program that is off to a great start, the Landmarks and Legends scavenger hunt throughout our downtown. Several folks have already completed the scavenger hunt and received their free prize. The first clue is available at the museum and they're offering expanded hours on Saturdays from 1-5 PM for those who'd like to get their first clue. The clues will also be available at the Historical Committee's booth coming up at Art Bash, the Pride event, and Street Art Fest as well.
  - Last Wednesday, they celebrated the 100-year anniversary of Pattengill Elementary School.
  - The Committee was also a key sponsor and supporter of the late 44<sup>th</sup> District Court Judge Jamie Wittenberg Memorial Wall project.
  - For more information, visit [berkeleyhistory.com](http://berkeleyhistory.com).
- Eleanor Roosevelt said, "The future belongs to those who believe in the beauty of their dreams."
- Congratulated all the seniors graduating and all of the rising seniors.
- Please be kind to one another and hug somebody you love.

### **MAYOR PRO TEM GAVIN**

- The Berkley Area Chamber of Commerce will next meet on Tuesday, June 16th, at 5:30 PM at the library.
- The Berkley library will be moving to its summer hours after this weekend:
  - Monday, Tuesday, and Wednesday: 10 AM to 8 PM
  - Thursday and Friday: 10 AM to 6 PM
  - Saturday: Closed
- The next meeting of the Library Board will be June 17th at 7 PM at the library.
- There will be an ice cream social to kick off summer reading on Monday, June 15th from 6 to 8 PM, sponsored by the Friends of Berkley Public Library.

### **COUNCILMEMBER PATTERSON**

- The Zoning Board of Appeals meets next on Monday, June 8<sup>th</sup> in Council Chambers.
- The Parks and Recreation Advisory Board will meet next on Thursday, June 11<sup>th</sup> at 7 PM in the Community Center.
- Thanked the American Legion and city staff for a great memorial celebration at the gazebo and Legion Post 374.
- June is cancer survivor month. While many cancer awareness months are observed throughout the year, June is a time to focus on and celebrate those who have lived through a cancer diagnosis. Cancer has touched many in our community, our friends, our neighbors, and our families. It's a journey no one chooses, yet so many face it with remarkable courage. Tonight, I want to especially honor our survivors. Their strength, resilience, and determination inspire all of us and remind us what it means to persevere. To those still fighting, please know you're not alone. Your community stands with you. And to those who have lost someone they love, we remember them and hold them in our thoughts. This month also reminds us of the importance of early detection and regular screening efforts that save lives and create more survivors. So let us continue to support one another, uplift those impacted and carry forward hope for a healthier future.

### **COUNCILMEMBER BLACK**

- No updates.

### **COUNCILMEMBER HENNEN**

- The Tree Board is working to make sure that our trees are being protected at construction sites. Many trees planted this winter didn't survive because of the harsh winter that we had; those are being inventoried and will be replaced, under warranty. They are also working on determining their upcoming public outreach events. They are now off for their summer hiatus.
- The Planning Commission meets next on Tuesday, June 30<sup>th</sup> at 7PM in Council chambers.

### **CITY MANAGER VANVLECK**

- The long-awaited Bacon watermain replacement project is about to kick off. They are starting at 12 Mile and then going south from there. For anyone who wants updates, visit [Berkleymt.gov/construction](http://Berkleymt.gov/construction).

### **CITY ATTORNEY HAMAMEH**

- No updates.

### **MAYOR DEAN**

- Memorial Day was observed last Monday, the 25<sup>th</sup>; said that she attended the Memorial Day observance at Rogers Elementary.

- Stated that she finds the ceremony to be so uplifting and moving. Commended the students, the teachers, the staff, and Principal Lewis for all the work that went into bringing this ceremony to life every year.
- On Monday, they gathered at the gazebo and then at the Legion almost back-to-back to honor those who made the ultimate sacrifice so that we may enjoy the freedoms that we do today. She said that she has three brothers who served, two in Vietnam, one in Iraq, and fortunately, they all made it home. Some of their friends were less fortunate.
- On Wednesday, May 27th, the 44th District Court, along with the cities of Berkley and Royal Oak and their respective historical societies, held a dedication ceremony of the Honorable Jamie L. Wittenberg Memorial Wall. Councilmembers Baker, Hennen and Elrod attended as well. Judge Wittenberg truly exemplified restorative justice. He was fair, he was considerate, he was kind. Judge Wittenberg, in his time on the bench, expanded the sobriety court program, which is integral. He also created the teen court program designed to reach at-risk youth. Let's be courageous as we move forward in our lives.
- Congratulated Public Safety Officers Matt Peasley and Parker Ladach, who graduated from the Oakland Police Academy. PSO Peasley was the class XO, which is equivalent to the class president; he delivered the XO address during the graduation ceremony and was chosen by his classmates to receive the class XO award. PSO Peasley was also honored with the Michigan Commission on Law Enforcement Standards (MCOLES) Outstanding Performance Award. PSO Ladach and PSO Peasley graduated from the fire academy this past December. They'll now begin a week of in-house training before attending a three-week medical first responder course. After that, they begin a four-month field training officer program. Thanked them both for their dedication.
- Said that her sewer line collapsed, and she just wants everyone to know you need to get that sewer line insurance if you don't have it. Whether it's a rider on your homeowners' or there are companies that provide this, do it for the 10 bucks a month. It saved her thousands and thousands of dollars.
- Her next stop on The Mayor's Road Show is Ullman's Health and Beauty located at 2816 Coolidge Highway on Saturday from 12 to 2 PM.

**ADJOURNMENT:**

Councilmember Patterson moved to adjourn the Regular Meeting at 7:46 PM

Seconded by Councilmember Baker

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

Nays: None

Absent: Elrod

Motion Approved.

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Bridget Dean, Mayor

**ATTEST:**

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Victoria Mitchell, City Clerk



CITY OF BERKLEY  
 WARRANT LIST  
 #1423  
 MAY 2026

Check Date	Check #	Payee	Description	GL #		Amount
05/15/2026	81151	A&M TOWING	VEHICLE SUPPLIES	101-345-781-000	\$	195.00
05/15/2026	81152	ACUITY SPECIALTY PRODUCTS, INC.	VEHICLE SUPPLIES	101-443-781-000	\$	162.72
05/15/2026	81153	AILEEN SNYDER FINE ARTS	DDA - EVENTS	248-724-817-004	\$	30.00
05/15/2026	81154	AIRGAS USA, LLC	VEHICLE SUPPLIES	101-443-781-000	\$	66.15
05/15/2026	81155	ALLIED BUILDING SERVICES OF DETROIT	BUILDING IMPROVEMENTS - PARKS	208-267-976-208	\$	46,407.37
05/15/2026	81156	AMAZON CAPITAL SERVICES	CITYWIDE SUPPLIES- TISSUES	101-172-728-001	\$	32.38
			OFFICE SUPPLIES	101-215-728-000	\$	30.75
			BOOKS / PERIODICALS	101-215-731-000	\$	36.98
			EQUIPMENT SUPPLIES	101-228-778-000	\$	108.89
			OPERATING SUPPLIES	101-270-732-000	\$	36.57
			LIDS FOR KIDS	101-345-758-003	\$	93.74
			MEDICAL SUPPLIES	101-345-758-011	\$	473.26
			MEDICAL EQUIPMENT	101-345-779-000	\$	459.78
			VEHICLE SUPPLIES	101-443-781-000	\$	72.39
			VEHICLE SUPPLIES	101-443-781-000	\$	16.97
			VEHICLE SUPPLIES	101-443-781-000	\$	25.64
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	49.52
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	51.69
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	18.85
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	50.34
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	13.09

PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	70.28
PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	76.66
LIBRARY COOP	101-790-828-000	\$	11.24
RENTED MATERIALS	101-790-978-001	\$	6.76
RENTED MATERIALS	101-790-978-001	\$	26.63
RENTED MATERIALS	101-790-978-001	\$	32.90
RENTED MATERIALS	101-790-978-001	\$	44.92
RENTED MATERIALS	101-790-978-001	\$	13.99
RENTED MATERIALS	101-790-978-001	\$	19.95
RENTED MATERIALS	101-790-978-001	\$	14.96
RENTED MATERIALS	101-790-978-001	\$	44.24
RENTED MATERIALS	101-790-978-001	\$	5.32
RENTED MATERIALS	101-790-978-001	\$	10.95
BOOKS FROM DONATIONS	101-790-978-002	\$	12.48
BOOKS FROM DONATIONS	101-790-978-002	\$	74.55
BOOKS FROM DONATIONS	101-790-978-002	\$	355.99
PROGRAM SUPPLIES	226-528-758-000	\$	772.45
PROGRAM SUPPLIES	226-528-758-000	\$	772.45
PROGRAM SUPPLIES	592-536-758-000	\$	55.10
PROGRAM SUPPLIES	592-536-758-000	\$	19.99
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		\$	<b>4,012.65</b>

05/15/2026	81157	VOID	** VOIDED **			** VOIDED **
05/15/2026	81158	AMERICAN FIRE PROTECTION SERVICES	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	<b>153.00</b>
05/15/2026	81159	ARTICIPATE	CONTRACTUAL SERVICES	211-752-818-000	\$	<b>171.00</b>
05/15/2026	81160	AT&T	TELEPHONE	101-228-853-000	\$	901.49
			TELEPHONE	101-228-853-000	\$	1,823.66
			TELEPHONE	208-751-853-000	\$	163.55
			TELEPHONE	208-751-853-000	\$	47.45
			TELEPHONE	208-751-853-000	\$	95.98
					-----	
					\$	<b>3,032.13</b>
05/15/2026	81161	AT&T	CONTRACTUAL SERVICES	101-228-818-000	\$	<b>195.24</b>

05/15/2026	81162	BESHARA	POSTAGE-PRINTING-MAILING	592-536-730-000	\$	<b>1,785.90</b>
05/15/2026	81163	BETTER CITY	CONTRACTUAL SERVICES	101-701-818-000	\$	<b>2,800.00</b>
05/15/2026	81164	BILLINGS LAWN EQUIPMENT	VEHICLE SUPPLIES	101-443-781-000	\$	<b>247.00</b>
05/15/2026	81165	BRIAN LAPINE	PROGRAM SUPPLIES	592-536-758-000	\$	<b>18.52</b>
05/15/2026	81166	BROOKE SIMMER	PROFESSIONAL DEVELOPMENT	101-253-960-000	\$	<b>208.80</b>
05/15/2026	81167	CAMELOT CLEANERS	PRISONER BOARD	101-345-753-000	\$	<b>97.75</b>
05/15/2026	81168	CARLISLE / WORTMAN	CONSULTANT	101-701-817-000	\$	<b>925.00</b>
05/15/2026	81169	CINTAS	MEDICAL SUPPLIES	101-345-758-011	\$	<b>147.67</b>
05/15/2026	81170	CINTAS	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	\$	93.24
			CONTRACTUAL SERVICES	208-751-818-000	\$	362.97
			CONTRACTUAL SERVICES	208-751-818-000	\$	193.34
			UNIFORMS	592-536-744-000	\$	536.76
			UNIFORMS	592-536-744-000	\$	568.77
					\$	<b>1,755.08</b>
05/15/2026	81171	CLARKE MOSQUITO CONTROL	PROGRAM SUPPLIES	592-536-758-000	\$	<b>5,990.40</b>
05/15/2026	81172	CLIFFORD LEE LEWIS	BD26-0010 - PBD26-0010	101-000-283-000	\$	<b>1,000.00</b>
05/15/2026	81173	CMNTV	CABLE PRODUCTION	101-250-815-000	\$	1,040.00
			CABLE PRODUCTION	101-250-815-000	\$	1,265.00
			CABLE PRODUCTION	101-250-815-000	\$	1,265.00

			CABLE PRODUCTION	101-250-815-000	\$	1,265.00
			CABLE PRODUCTION	101-250-815-000	\$	1,590.00
			CABLE PRODUCTION	101-250-815-000	\$	3,065.00
			CABLE PRODUCTION	101-250-815-000	\$	940.00
			CABLE PRODUCTION	101-250-815-000	\$	1,265.00
			CABLE PRODUCTION	101-250-815-000	\$	940.00
			CABLE PRODUCTION	101-250-815-000	\$	1,265.00
						\$ 13,900.00
05/15/2026	81174	CMP DISTRIBUTORS, INC	RANGE/TRAINING SUPPLIES	101-345-741-002	\$	<b>882.20</b>
05/15/2026	81175	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES	203-464-818-000	\$	2,380.00
			CONSTRUCTION	592-536-975-000	\$	550.00
			CONSTRUCTION	592-536-975-000	\$	210.00
			CONCRETE REPAIR	592-536-982-000	\$	1,274.00
			CONCRETE REPAIR	592-536-982-000	\$	4,809.00
			CONCRETE REPAIR	592-536-982-000	\$	1,512.00
			CONCRETE REPAIR	592-536-982-000	\$	8,883.00
			CONCRETE REPAIR	592-536-982-000	\$	6,391.00
			CONCRETE REPAIR	592-536-982-000	\$	3,480.00
			CONCRETE REPAIR	592-536-982-000	\$	3,474.00
			CONCRETE REPAIR	592-536-982-000	\$	1,456.00
			CONCRETE REPAIR	592-536-982-000	\$	375.00
			CONCRETE REPAIR	592-536-982-000	\$	67.20
			CONCRETE REPAIR	592-536-982-000	\$	5,559.00
			CONCRETE REPAIR	592-536-982-000	\$	1,890.00
			CONCRETE REPAIR	592-536-982-000	\$	6,370.00
						\$ 48,680.20
05/15/2026	81176	CONTRACTORS CONNECTION	PROGRAM SUPPLIES	592-536-758-000	\$	<b>369.75</b>
05/15/2026	81177	D'ANGELO BROS INC.	CONTRACTUAL SERVICES	592-536-818-000	\$	<b>7,386.50</b>
05/15/2026	81178	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE	101-345-939-000	\$	550.22
			VEHICLE MAINTENANCE	101-345-939-000	\$	323.15
			VEHICLE MAINTENANCE	211-755-939-000	\$	490.93
						\$ 1,364.30

05/15/2026	81179	DEMCO	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	50.94
05/15/2026	81180	DENITA WALKER	BOOKS / PERIODICALS	101-790-731-000	\$	120.00
05/15/2026	81181	DENNIS HENNEN	MEETINGS & CONFERENCES - REIMBURSEMENT	101-101-864-000	\$	400.00
05/15/2026	81182	DIMAMBRO CONSTRUCTION LLC	BS25-0020 - PZC25-0162	101-000-283-000	\$	200.00
05/15/2026	81183	DURST LUMBER & ACE HARDWARE	PROGRAM SUPPLIES	101-441-758-000	\$	79.61
			VEHICLE SUPPLIES	101-443-781-000	\$	18.99
			PROGRAM SUPPLIES	203-471-758-000	\$	19.95
			PROGRAM SUPPLIES	509-758-758-000	\$	37.96
			PROGRAM SUPPLIES	592-536-758-000	\$	8.59
			PROGRAM SUPPLIES	592-536-758-000	\$	3.58
					\$	<b>168.68</b>
05/15/2026	81184	ELECTIONSOURCE	ELECTION SUPPLIES	101-215-733-000	\$	28.72
05/15/2026	81185	ELISABETH CONGER	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	41.64
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	100.36
			RENTED MATERIALS	101-790-978-001	\$	60.79
			BOOKS FROM DONATIONS	101-790-978-002	\$	14.00
					\$	<b>216.79</b>
05/15/2026	81186	EQUATURE	PROFESSIONAL DEVELOPMENT	101-325-960-000	\$	1,947.00
05/15/2026	81187	ERC-LED, LLC	UTILITIES - LED CONVERSION	101-267-920-265	\$	3,431.85
			UTILITIES - LED CONVERSION	101-267-920-265	\$	3,431.85
			CONTRACTUAL SERVICES	509-758-818-000	\$	738.15
			CONTRACTUAL SERVICES	509-758-818-000	\$	738.15
					\$	<b>8,340.00</b>

05/15/2026	81188	EV CONNECT	BUILDING MAINTENANCE - LIBRARY	101-267-931-271	\$	<b>1,000.00</b>
05/15/2026	81189	EVELYN WATTS	CONTRACTUAL SERVICES	208-821-818-000	\$	<b>80.00</b>
05/15/2026	81190	FIRE DEFENSE EQUIPMENT COMPANY	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	<b>43.95</b>
05/15/2026	81191	FISERV	CONTRACTUAL SERVICES	208-751-818-000	\$	<b>25.00</b>
05/15/2026	81192	GARRETT DOOR CO.	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	310.00
			BUILDING MAINTENANCE - DPW	101-267-931-441	\$	170.00
					\$	<b>480.00</b>
05/15/2026	81193	GUNNERS METERS & PARTS INC.	PROGRAM SUPPLIES	592-536-758-000	\$	<b>225.00</b>
05/15/2026	81194	HENRY FORD HEALTH	MEDICAL EXPENSES	101-441-835-000	\$	101.50
			MEDICAL EXPENSES	592-536-835-000	\$	101.50
					\$	<b>203.00</b>
05/15/2026	81195	HYDROCORP LLC	CROSS CONNECTIONS	592-536-822-000	\$	<b>1,769.00</b>
05/15/2026	81196	IAN KINDER LLC	CONTRACTUAL SERVICES	208-845-818-000	\$	<b>95.00</b>
05/15/2026	81197	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	202-468-818-000	\$	1,590.67
			CONTRACTUAL SERVICES	202-468-818-000	\$	3,721.39
			CONTRACTUAL SERVICES	202-468-818-000	\$	1,777.17
			CONTRACTUAL SERVICES	203-468-818-000	\$	3,711.57
			CONTRACTUAL SERVICES	203-468-818-000	\$	8,683.24
			CONTRACTUAL SERVICES	203-468-818-000	\$	4,146.73
					\$	<b>23,630.77</b>
05/15/2026	81198	JACK DOHENY COMPANY	VEHICLE SUPPLIES	101-443-781-000	\$	1,210.00

			PROGRAM SUPPLIES	592-536-758-000	\$	150.00
			VEHICLE MAINTENANCE	592-536-939-000	\$	159.74
			VEHICLE MAINTENANCE	592-536-939-000	\$	547.00
					\$	<b>2,066.74</b>
05/15/2026	81199	JADEN REITHEL	CONTRACTUAL SERVICES	208-821-818-000	\$	<b>100.00</b>
05/15/2026	81200	JAMES TONG	HISTORIC COMMITTEE	101-000-302-000	\$	<b>185.65</b>
05/15/2026	81201	JOANNE SHINTAKU	SENIOR PROGRAMS	211-001-651-000	\$	<b>110.00</b>
05/15/2026	81202	JULIA HOERNER	CONTRACTUAL SERVICES	208-821-818-000	\$	<b>80.00</b>
05/15/2026	81203	JUMPARAMA GYMNASTICS	CONTRACTUAL SERVICES	208-845-818-000	\$	<b>1,087.50</b>
05/15/2026	81204	K9 ATF	K9 PROGRAM EXPENSES	101-345-758-202	\$	<b>4,700.00</b>
05/15/2026	81205	KANOPY, INC.	DOWNLOADABLE CONTENT	101-790-731-001	\$	<b>246.50</b>
05/15/2026	81206	KIMBALL MIDWEST	VEHICLE SUPPLIES	101-443-781-000	\$	<b>185.10</b>
05/15/2026	81207	KONICA MINOLTA BUSINESS SOLUTIONS	OPERATING SUPPLIES	101-305-732-000	\$	120.00
			OFFICE EQUIPMENT RENTAL	101-441-946-000	\$	10.41
			OFFICE EQUIPMENT MAINTENANCE	101-790-934-000	\$	53.83
			OFFICE EQUIPMENT RENTAL	208-751-946-000	\$	51.44
			OFFICE EQUIPMENT RENTAL	592-536-946-000	\$	10.41
					\$	<b>246.09</b>
05/15/2026	81208	KRISTEN KAPELANSKI	PROFESSIONAL DEVELOPMENT	101-701-960-000	\$	<b>134.87</b>
05/15/2026	81209	LARRY KAUFMAN	BS26-0004 - PZC26-0053	101-000-283-000	\$	<b>200.00</b>

05/15/2026	81210	LARRY'S WELDING SUPPLY	VEHICLE SUPPLIES	101-443-781-000	\$	<b>62.65</b>
05/15/2026	81211	LEADSONLINE LLC	PREPAID EXPENSES	101-000-123-000	\$	3,812.07
			PREPAID EXPENSES	101-000-123-000	\$	3,178.00
					\$	<b>6,990.07</b>
05/15/2026	81212	MADELINE KRAMER	CONTRACTUAL SERVICES	208-821-818-000	\$	<b>100.00</b>
05/15/2026	81213	MARINE CITY NURSERY	BUILDING MAINTENANCE - LIBRARY	101-267-931-271	\$	<b>605.00</b>
05/15/2026	81214	MATTHEW WELLS	PROFESSIONAL DEVELOPMENT	101-443-960-000	\$	<b>20.34</b>
05/15/2026	81215	MCKENNA	CONTRACTUAL INSPECTIONS	101-745-822-003	\$	14,729.00
			CODE ENFORCEMENT	101-745-822-010	\$	8,084.63
					\$	<b>22,813.63</b>
05/15/2026	81216	METRO PUMP SERVICE	FUEL & OIL	101-441-751-000	\$	<b>645.00</b>
05/15/2026	81217	MICHIGAN DEPARTMENT OF STATE	VEHICLE SUPPLIES	101-345-781-000	\$	<b>130.00</b>
05/15/2026	81218	MIDWEST TAPE	DOWNLOADABLE CONTENT	101-790-731-001	\$	<b>372.81</b>
05/15/2026	81219	MISDU	PAYROLL DEDUCTIONS	101-000-231-000	\$	82.99
			PAYROLL DEDUCTIONS	101-000-231-000	\$	542.76
					\$	<b>625.75</b>
05/15/2026	81220	MML WORKERS' COMPENSATION FUND	PREPAID EXPENSES	101-000-123-000	\$	<b>5,574.00</b>
05/15/2026	81221	MSTS RECEIVABLES LLC	VEHICLE SUPPLIES	101-443-781-000	\$	39.27

			VEHICLE SUPPLIES	101-443-781-000	\$	59.98
			VEHICLE SUPPLIES	101-443-781-000	\$	18.98
			TOOLS	101-443-787-000	\$	159.99
			TOOLS	101-443-787-000	\$	359.97
			TOOLS	101-443-787-000	\$	180.44
			TOOLS	592-536-787-000	\$	240.91
					\$	<b>1,059.54</b>
05/15/2026	81222	NEW URBAN DEVELOPMENTS, LLC	BE24-0010 - PBRN24-0010	101-000-283-000	\$	<b>200.00</b>
05/15/2026	81223	NYE UNIFORM	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	<b>36.50</b>
05/15/2026	81224	O'REILLY AUTOMOTIVE, INC.	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	20.38
			VEHICLE SUPPLIES	101-443-781-000	\$	1,110.48
					\$	<b>1,130.86</b>
05/15/2026	81225	OAK PARK CORRIDOR	PROFESSIONAL DEVELOPMENT	248-740-960-000	\$	<b>496.07</b>
05/15/2026	81226	OAKLAND COUNTY	RADIO MAINTENANCE	101-345-851-000	\$	1,122.00
			BULK SEWAGE	592-536-927-000	\$	98,694.06
			STORM FLOW	592-537-927-000	\$	182,597.28
					\$	<b>282,413.34</b>
05/15/2026	81227	ORKIN PEST CONTROL	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	69.48
			PEST CONTROL	248-729-818-207	\$	81.00
			PEST CONTROL	248-729-818-207	\$	243.00
					\$	<b>393.48</b>
05/15/2026	81228	OVERDRIVE, INC.	DOWNLOADABLE CONTENT	101-790-731-001	\$	<b>498.91</b>
05/15/2026	81229	P. A. MORRIS COMPANY	SECRETARIAL SERVICES	248-722-818-205	\$	<b>300.00</b>
05/15/2026	81230	PITNEY BOWES GLOBAL FINANCIAL SERV.	OFFICE EQUIPMENT RENTAL	592-536-946-000	\$	<b>908.67</b>

05/15/2026	81231	POWER BRAKE AND SPRING SERVICE CO	VEHICLE SUPPLIES	101-443-781-000	\$	377.48
			VEHICLE SUPPLIES	101-443-781-000	\$	167.92
			VEHICLE SUPPLIES	101-443-781-000	\$	1,240.98
			VEHICLE SUPPLIES	101-443-781-000	\$	93.54
			VEHICLE SUPPLIES	101-443-781-000	\$	376.38
					\$	<b>2,256.30</b>
05/15/2026	81232	POWERDMS, INC.	PREPAID EXPENSES	101-000-123-000	\$	4,330.52
			PREPAID EXPENSES	101-000-123-000	\$	19,000.00
					\$	<b>23,330.52</b>
05/15/2026	81233	RAD HATTER MARKETING	CONTRACTUAL SERVICES	248-726-818-000	\$	<b>3,392.00</b>
05/15/2026	81234	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	101-000-110-002	\$	<b>2,075.83</b>
05/15/2026	81235	ROAD COMMISSION FOR OAKLAND CO	EQUIPMENT MAINTENANCE	202-475-933-000	\$	620.96
			EQUIPMENT MAINTENANCE	203-475-933-000	\$	69.00
					\$	<b>689.96</b>
05/15/2026	81236	ROCKET ENTERPRISE INC.	PROGRAM SUPPLIES	101-441-758-000	\$	2,047.50
			DDA - EVENTS	248-724-817-004	\$	2,047.50
					\$	<b>4,095.00</b>
05/15/2026	81237	ROYAL OAK FORD	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	<b>136.36</b>
05/15/2026	81238	SHARE CORPORATION	VEHICLE SUPPLIES	101-443-781-000	\$	<b>205.61</b>
05/15/2026	81239	SIGNARAMA	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	<b>500.00</b>
05/15/2026	81240	SITEONE LANDSCAPE SUPPLY, LLC	BUILDING MAINTENANCE - PARKS	208-267-931-208	\$	<b>352.51</b>

05/15/2026	81241	SOCRRA	RUBBISH COLLECTION	226-528-818-001	\$	35,479.68
			TRASH DISPOSAL	226-528-818-003	\$	23,000.32
					\$	<b>58,480.00</b>
05/15/2026	81242	SOCWA	BULK WATER	592-536-926-000	\$	<b>78,004.49</b>
05/15/2026	81243	SPALDING DEDECKER	BE24-0010 - PBRN24-0010	101-000-283-000	\$	650.00
			BE26-0004 - PBRN26-0005	101-000-283-000	\$	650.00
			BE26-0002 - PBRN26-0003	101-000-283-000	\$	325.00
			BE26-0003 - PBRN26-0004	101-000-283-000	\$	325.00
			BSPEB26-0039	101-000-283-000	\$	1,997.00
			BSPEB26-0039	101-000-283-000	\$	4,166.00
			BSWE26-0002	101-000-283-000	\$	3,738.50
			BSWE26-0002	101-000-283-000	\$	4,557.50
			BSPEB25-0035	101-000-283-000	\$	32.75
			ESCROW - CONSTRUCTION	101-000-283-373	\$	3,241.00
			SITE WORK PLAN REVIEW FEE	101-001-488-000	\$	650.00
			SITE WORK PLAN REVIEW FEE	101-001-488-000	\$	650.00
			SITE WORK PLAN REVIEW FEE	101-001-488-000	\$	325.00
					\$	<b>21,307.75</b>
05/15/2026	81244	SPONSORSHIP SOLUTIONS LLC	CONTRACTUAL SERVICES	208-844-818-000	\$	<b>800.00</b>
05/15/2026	81245	STAPLES	CITYWIDE SUPPLIES - COPY PAPER 8.5 X 14	101-172-728-001	\$	28.06
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	296.91
					\$	<b>324.97</b>
05/15/2026	81246	T-MOBILE	DOWNLOADABLE CONTENT	101-790-731-001	\$	<b>287.00</b>
05/15/2026	81247	T-MOBILE USA, INC	DATA PROCESSING	101-345-814-000	\$	<b>50.00</b>
05/15/2026	81248	T-MOBILE USA, INC	DATA PROCESSING	101-345-814-000	\$	<b>50.00</b>

05/15/2026	81249	T-MOBILE USA, INC	DATA PROCESSING	101-345-814-000	\$	50.00
05/15/2026	81250	THERESA CABALUM	CONTRACTUAL SERVICES	208-821-818-000	\$	1,330.00
05/15/2026	81251	TONIES US, INC	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	528.00
05/15/2026	81252	TRANSUNION RISK AND ALTERNATIVE	DATA PROCESSING	101-345-814-000	\$	110.00
05/15/2026	81253	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE SUPPLIES	101-443-781-000	\$	130.10
			VEHICLE SUPPLIES	101-443-781-000	\$	1,430.56
			VEHICLE SUPPLIES	101-443-781-000	\$	463.77
					\$	<b>2,024.43</b>
05/15/2026	81254	UNIQUE MANAGEMENT SERVICES, INC.	CONTRACTUAL SERVICES	101-790-818-000	\$	58.25
05/15/2026	81255	UNITED FACILITY SUPPLIES	CUSTODIAL SERVICES - CITY HALL	101-267-811-101	\$	114.66
			CUSTODIAL SERVICES - LIBRARY	101-267-811-271	\$	96.73
			CUSTODIAL SERVICES - PUB SAFETY	101-267-811-345	\$	164.96
			CUSTODIAL SERVICES - DPW	101-267-811-441	\$	164.96
			CUSTODIAL SERVICES - PARKS	208-267-811-208	\$	114.66
					\$	<b>655.97</b>
05/15/2026	81256	USABLUEBOOK	PROGRAM SUPPLIES	592-536-758-000	\$	860.42
05/15/2026	81257	VESCO OIL CORPORATION	FUEL & OIL	101-441-751-000	\$	906.30
05/15/2026	81258	WAGeworks, INC	CONSULTANT	101-191-817-000	\$	100.00
05/15/2026	81259	WCA ASSESSING	CONTRACTUAL SERVICES	101-191-818-000	\$	12,453.08
05/15/2026	81260	WEINGARTZ	VEHICLE SUPPLIES	101-443-781-000	\$	323.98

			VEHICLE SUPPLIES	101-443-781-000	\$	290.24
			VEHICLE SUPPLIES	101-443-781-000	\$	399.86
			VEHICLE SUPPLIES	101-443-781-000	\$	28.99
						<u>1,043.07</u>
05/15/2026	81261	WEX BANK	FUEL & OIL	101-441-751-000	\$	122.52
05/15/2026	81262	WOW! BUSINESS	CONTRACTUAL SERVICES	101-228-818-000	\$	84.24
05/15/2026	81263	ZOE SUTTON	CONTRACTUAL SERVICES	208-821-818-000	\$	100.00
05/15/2026	81264	ZUMA RENOVATION & CONSTRUCTION	BBD25-0001 - PBRA24-0157	101-000-283-000	\$	500.00
05/29/2026	81265	2ND GEN PLUMBING LLC	PLUMBING PERMITS	101-001-481-000	\$	495.00
05/29/2026	81266	ADN ADMINISTRATORS, INC.	CONSULTANT	101-191-817-000	\$	1,144.00
05/29/2026	81267	ALLIED BUILDING SERVICES OF DETROIT	BUILDING IMPROVEMENTS - DPW	101-267-976-441	\$	155,130.00
			BUILDING IMPROVEMENTS - PARKS	208-267-976-208	\$	3,992.22
						<u>159,122.22</u>
05/29/2026	81268	AMAZON CAPITAL SERVICES	BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	\$	63.90
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	10.44
			VEHICLE SUPPLIES	101-443-781-000	\$	67.54
			VEHICLE SUPPLIES	101-443-781-000	\$	21.99
			VEHICLE SUPPLIES	101-443-781-000	\$	21.99
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	112.99
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	374.48
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	64.82
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	59.99
			LIBRARY COOP	101-790-828-000	\$	199.96
			BOOKS	101-790-978-000	\$	16.95
			BOOKS	101-790-978-000	\$	29.96
			BOOKS	101-790-978-000	\$	17.98

RENTED MATERIALS	101-790-978-001	\$	18.99
RENTED MATERIALS	101-790-978-001	\$	18.99
RENTED MATERIALS	101-790-978-001	\$	6.70
RENTED MATERIALS	101-790-978-001	\$	19.96
RENTED MATERIALS	101-790-978-001	\$	29.95
RENTED MATERIALS	101-790-978-001	\$	26.99
RENTED MATERIALS	101-790-978-001	\$	19.92
RENTED MATERIALS	101-790-978-001	\$	39.91
RENTED MATERIALS	101-790-978-001	\$	19.99
RENTED MATERIALS	101-790-978-001	\$	72.96
BOOKS FROM DONATIONS	101-790-978-002	\$	5.07
BOOKS FROM DONATIONS	101-790-978-002	\$	4.99
BOOKS FROM DONATIONS	101-790-978-002	\$	29.96
PROGRAM SUPPLIES	226-528-758-000	\$	617.96
PROGRAM SUPPLIES	592-536-758-000	\$	23.50
		-----	
		\$	<b>2,018.83</b>

05/29/2026	81269	VOID	** VOIDED **			** VOIDED **
05/29/2026	81270	AMBERJACK CONSTRUCTION INC	BD26-0011 - PBD26-0011	101-000-283-000	\$	<b>1,000.00</b>
05/29/2026	81271	ANGELA BERNHARDT	COMMUNITY CENTER USE	208-001-626-901	\$	<b>100.00</b>
05/29/2026	81272	ATOMIC CLEANING SYSTEMS, LLC	TOOLS	101-443-787-000	\$	<b>547.83</b>
05/29/2026	81273	BERKLEY HIGH SCHOOL	BOOKS	101-790-978-000	\$	<b>100.00</b>
05/29/2026	81274	BESHARA	POSTAGE-PRINTING-MAILING	592-536-730-000	\$	<b>1,914.87</b>
05/29/2026	81275	BKJ ASSOCIATES LLC	BD26-0009 - PBD26-0008	101-000-283-000	\$	<b>1,000.00</b>
05/29/2026	81276	BRENDEL'S SEPTIC TANK SERVICE, LLC	CONTRACTUAL SERVICES	208-751-818-000	\$	175.00
			CONTRACTUAL SERVICES	208-751-818-000	\$	145.00
			CONTRACTUAL SERVICES	208-751-818-000	\$	145.00
					-----	

					\$	<b>465.00</b>
05/29/2026	81277	CADILLAC ASPHALT, LLC	ROAD SUPPLIES	202-464-782-000	\$	142.13
			ROAD SUPPLIES	203-464-782-000	\$	60.91
					\$	<b>203.04</b>
05/29/2026	81278	CAHILL VETERINARY HOSPITAL	K9 PROGRAM EXPENSES	101-345-758-202	\$	<b>615.00</b>
05/29/2026	81279	CARL JOHNSON	PROFESSIONAL DEVELOPMENT	101-191-960-000	\$	<b>279.00</b>
05/29/2026	81280	CINTAS	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	99.45
			MAINTENANCE SUPPLIES	592-267-776-000	\$	42.02
			CUSTODIAL SERVICES	592-267-811-000	\$	331.15
			UNIFORMS	592-536-744-000	\$	568.77
			UNIFORMS	592-536-744-000	\$	568.77
					\$	<b>1,610.16</b>
05/29/2026	81281	CMV LANDSCAPE & EQUIPMENT COMPANY	CONSTRUCTION	592-536-975-000	\$	1,072.40
			CONSTRUCTION	592-536-975-000	\$	5,921.00
			CONSTRUCTION	592-536-975-000	\$	28.00
			CONCRETE REPAIR	592-536-982-000	\$	5,038.00
					\$	<b>12,059.40</b>
05/29/2026	81282	CONTRACTORS CONNECTION	VEHICLE SUPPLIES	101-443-781-000	\$	653.05
			VEHICLE SUPPLIES	101-443-781-000	\$	1,095.00
					\$	<b>1,748.05</b>
05/29/2026	81283	CRASH CHAMPIONS	VEHICLES	101-345-985-000	\$	<b>9,160.74</b>
05/29/2026	81284	DAN THOMAS	OFFICE EQUIPMENT MAINTENANCE	101-790-934-000	\$	<b>127.70</b>
05/29/2026	81285	DEALER AUTO PARTS SALES	VEHICLE SUPPLIES	101-443-781-000	\$	560.20
			VEHICLE SUPPLIES	101-443-781-000	\$	76.20

			VEHICLE SUPPLIES	101-443-781-000	\$	135.30
			VEHICLE SUPPLIES	101-443-781-000	\$	194.40
						<b>966.10</b>
05/29/2026	81286	DURST LUMBER & ACE HARDWARE	VEHICLE SUPPLIES	101-443-781-000	\$	4.59
			VEHICLE SUPPLIES	101-443-781-000	\$	9.98
			PROGRAM SUPPLIES	203-471-758-000	\$	3.99
			PROGRAM SUPPLIES	203-475-758-000	\$	1.99
			PROGRAM SUPPLIES	203-475-758-000	\$	6.83
			PROGRAM SUPPLIES	208-845-758-000	\$	39.99
			PROGRAM SUPPLIES	509-758-758-000	\$	22.17
			MAINTENANCE SUPPLIES	592-267-776-000	\$	4.99
						<b>94.53</b>
05/29/2026	81287	EMILEE GREENMAN	BUSINESS LICENSE INSPECTION	101-001-482-000	\$	<b>200.00</b>
05/29/2026	81288	ERC-LED, LLC	UTILITIES - LED CONVERSION	101-267-920-265	\$	3,431.85
			CONTRACTUAL SERVICES	509-758-818-000	\$	738.15
						<b>4,170.00</b>
05/29/2026	81289	FERGUSON WATERWORKS #3386	PROGRAM SUPPLIES	592-536-758-000	\$	<b>40.53</b>
05/29/2026	81290	FIRE DEFENSE EQUIPMENT COMPANY	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	<b>720.60</b>
05/29/2026	81291	FISERV	CONTRACTUAL SERVICES	208-751-818-000	\$	<b>25.00</b>
05/29/2026	81292	GRACIAS' GREENHOUSE	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	<b>290.00</b>
05/29/2026	81293	GREAT LAKES WATER AUTHORITY	NONRESIDENTIAL SURCHARGE	592-536-928-000	\$	<b>3,459.85</b>
05/29/2026	81294	GUNNERS METERS & PARTS INC.	PROGRAM SUPPLIES	592-536-758-000	\$	<b>680.00</b>

05/29/2026	81295	H.D. EDWARDS & CO.	VEHICLE SUPPLIES	101-443-781-000	\$	<b>403.80</b>
05/29/2026	81296	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	108.61
			BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	196.56
			BUILDING MAINTENANCE - DPW	101-267-931-441	\$	37.68
			TOOLS	101-443-787-000	\$	5,350.00
					-----	<b>5,692.85</b>
05/29/2026	81297	HUNT SIGN	PLAYGROUND/ATHLETIC	208-751-750-000	\$	<b>563.00</b>
05/29/2026	81298	ICCA	CABLE FRANCHISE ADMIN FEE	101-250-923-000	\$	<b>3,238.60</b>
05/29/2026	81299	IMAGE PRINTING	PROGRAM SUPPLIES	101-701-758-000	\$	<b>323.50</b>
05/29/2026	81300	INTEGRATED SUPPLY NETWORK	TOOLS	101-443-787-000	\$	<b>177.49</b>
05/29/2026	81301	INTERSTATE BILLING SERVICES	VEHICLE SUPPLIES	101-443-781-000	\$	235.47
			VEHICLE SUPPLIES	101-443-781-000	\$	1,051.82
			VEHICLE SUPPLIES	101-443-781-000	\$	734.53
					-----	<b>2,021.82</b>
05/29/2026	81302	J.H. HART URBAN FORESTRY	EQUIPMENT MAINTENANCE	208-751-933-000	\$	<b>148.59</b>
05/29/2026	81303	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	202-468-818-000	\$	2,510.81
			CONTRACTUAL SERVICES	203-468-818-000	\$	5,858.56
					-----	<b>8,369.37</b>
05/29/2026	81304	JACK DOHENY COMPANY	VEHICLE SUPPLIES	101-443-781-000	\$	<b>1,015.88</b>
05/29/2026	81305	KIMBALL MIDWEST	VEHICLE SUPPLIES	101-443-781-000	\$	<b>80.28</b>

05/29/2026	81306	KNELLO PRINTING	BOOKS / PERIODICALS	101-790-731-000	\$	<b>575.00</b>
05/29/2026	81307	LIFELOC TECHNOLOGIES, INC	SUPPLIES	101-345-728-000	\$	<b>92.95</b>
05/29/2026	81308	MADISON VETERINARY HOSPITAL	K9 PROGRAM EXPENSES	101-345-758-202	\$	<b>18.50</b>
05/29/2026	81309	MAIN'S LANDSCAPE SUPPLY	PROGRAM SUPPLIES	208-845-758-000	\$	<b>135.85</b>
05/29/2026	81310	MAJIK GRAPHICS, INC.	VEHICLE SUPPLIES	101-345-781-000	\$	<b>260.00</b>
05/29/2026	81311	MICHAEL JAMES LISS	BBB24-0009 - PBR24-0006	101-000-283-000	\$	<b>75.00</b>
05/29/2026	81312	MICHAEL SONNTAG	BS26-0006 - PZC26-0041	101-000-283-000	\$	<b>200.00</b>
05/29/2026	81313	MICHIGAN MUNICIPAL LEAGUE	PREPAID EXPENSES - MML RENEWAL	101-000-123-000	\$	5,164.67
			MEMBERSHIPS AND DUES - MML RENEWAL	101-101-803-000	\$	2,582.33
					\$	<b>7,747.00</b>
05/29/2026	81314	MISDU	PAYROLL DEDUCTIONS	101-000-231-000	\$	82.99
			PAYROLL DEDUCTIONS	101-000-231-000	\$	542.76
					\$	<b>625.75</b>
05/29/2026	81315	NYE UNIFORM	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	79.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	1,901.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	390.00
					\$	<b>2,370.00</b>
05/29/2026	81316	OAKLAND COUNTY	DATA PROCESSING	101-345-814-000	\$	<b>7,067.50</b>
05/29/2026	81317	OFFICE FURNITURE WAREHOUSE LLC	OPERATING SUPPLIES	101-345-732-000	\$	<b>2,900.00</b>

05/29/2026	81318	OLIVER CONSTRUCTION, INC.	BD25-0019 - PBD25-0025	101-000-283-000	\$	<b>1,000.00</b>
05/29/2026	81319	OTIS ELEVATOR	BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	\$	<b>175.00</b>
05/29/2026	81320	PIONEER MANUFACTURING COMPANY	PLAYGROUND/ATHLETIC	208-751-750-000	\$	216.29
			CONTRACTUAL SERVICES	208-843-818-000	\$	500.00
			CONTRACTUAL SERVICES	509-758-818-000	\$	216.30
					\$	<b>932.59</b>
05/29/2026	81321	POWERDMS, INC.	PREPAID EXPENSES	101-000-123-000	\$	<b>13,438.26</b>
05/29/2026	81322	RAL LAWN & SHRUB CARE	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	83.00
			BUILDING MAINTENANCE - DPW	101-267-931-441	\$	105.01
			CONTRACTUAL SERVICES	202-471-818-000	\$	325.01
			CONTRACTUAL SERVICES	208-751-818-000	\$	260.00
			CONTRACTUAL SERVICES	208-751-818-000	\$	230.00
			CONTRACTUAL SERVICES	509-758-818-000	\$	324.00
					\$	<b>1,327.02</b>
05/29/2026	81323	ROBERTSON, ANSCHUTZ,	DATA PROCESSING	101-345-814-000		<b>** VOIDED **</b>
05/29/2026	81324	ROSATI, SCHULTZ, JOPPICH	CITY ATTORNEY - GENERAL WORK	101-266-825-000	\$	9,740.00
			CITY ATTORNEY - CODE ENFORCEMENT	101-266-825-000	\$	40.00
			CITY ATTORNEY - PROSECUTIONS	101-266-825-000	\$	4,455.00
			CITY ATTORNEY - FOIA WORK	101-266-825-000	\$	360.00
					\$	<b>14,595.00</b>
05/29/2026	81325	ROYAL OAK FORD	VEHICLE SUPPLIES	101-443-781-000	\$	<b>236.11</b>
05/29/2026	81326	SANDOVAL HOMES LLC	BD26-0002 - PBD25-0026	101-000-283-000	\$	<b>1,000.00</b>
05/29/2026	81327	SMALL HOUSE FARM	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	<b>320.00</b>

05/29/2026	81328	SOCRRA	RUBBISH COLLECTION	226-528-818-001	\$	35,479.68
			TRASH DISPOSAL	226-528-818-003	\$	16,696.32
					\$	<b>52,176.00</b>
05/29/2026	81329	SPALDING DEDECKER	BSWE26-0005 - PUT26-0137	101-000-283-000	\$	1,950.00
			BSWE26-0005 - PUT26-0137	101-000-283-000	\$	3,175.00
			BSWE26-0005 - PUT26-0137	101-000-283-000	\$	1,377.50
			BSWE26-0005 - PUT26-0137	101-000-283-000	\$	2,414.00
					\$	<b>8,916.50</b>
05/29/2026	81330	T-MOBILE USA, INC	DATA PROCESSING	101-345-814-000	\$	50.00
			DATA PROCESSING	101-345-814-000	\$	50.00
					\$	<b>100.00</b>
05/29/2026	81331	THE LIBRARY NETWORK	BOOKS	101-790-978-000	\$	1,000.00
			RENTED MATERIALS	101-790-978-001	\$	1,386.50
					\$	<b>2,386.50</b>
05/29/2026	81332	UNITED FACILITY SUPPLIES	CUSTODIAL SERVICES - CITY HALL	101-267-811-101	\$	93.80
			CUSTODIAL SERVICES - LIBRARY	101-267-811-271	\$	177.32
			CUSTODIAL SERVICES - PUB SAFETY	101-267-811-345	\$	69.64
			CUSTODIAL SERVICES - PARKS	208-267-811-208	\$	126.12
			CUSTODIAL SERVICES	592-267-811-000	\$	186.34
					\$	<b>653.22</b>
		TOTAL - ALL FUNDS	TOTAL OF 182 CHECKS (3 voided)		\$	<b>1,078,708.21</b>

DATE	VENDOR	AMOUNT
5/1/2026	BCBS MICHIGAN	\$ 153,216.97
5/5/2026	AND DENTAL	\$ 20,786.79
5/5/2026	DTE ENERGY	\$ 47.93
5/5/2026	DTE ENERGY	\$ 462.98
5/6/2026	DTE ENERGY	\$ 80.92
5/6/2026	DTE ENERGY	\$ 99.64
5/6/2026	DTE ENERGY	\$ 2,525.14

5/6/2026	DTE ENERGY	\$	17.41
5/6/2026	DTE ENERGY	\$	555.74
5/6/2026	DTE ENERGY	\$	62.15
5/6/2026	DTE ENERGY	\$	619.66
5/6/2026	DTE ENERGY	\$	32.17
5/6/2026	DTE ENERGY	\$	153.07
5/6/2026	DTE ENERGY	\$	4,770.40
5/6/2026	DTE ENERGY	\$	39.45
5/6/2026	DTE ENERGY	\$	329.51
5/6/2026	CONSUMERS ENERGY	\$	1,391.27
5/6/2026	CONSUMERS ENERGY	\$	897.03
5/6/2026	CONSUMERS ENERGY	\$	608.84
5/6/2026	CONSUMERS ENERGY	\$	1,451.02
5/6/2026	CONSUMERS ENERGY	\$	409.79
5/6/2026	CONSUMERS ENERGY	\$	735.09
5/7/2026	UNION DUES	\$	420.00
5/7/2026	MISSIONSQUARE	\$	4,111.82
5/7/2026	UNION DUES	\$	209.07
5/7/2026	UNION DUES	\$	440.00
5/7/2026	UNION DUES	\$	760.00
5/7/2026	IRS TAX PAYMENT	\$	57,787.88
5/7/2026	NATIONWIDE	\$	2,470.43
5/7/2026	NATIONWIDE	\$	8,290.27
5/7/2026	EMPOWER	\$	4,982.77
5/7/2026	EMPOWER	\$	4,935.25
5/7/2026	EMPOWER	\$	1,693.23
5/7/2026	EMPOWER	\$	1,698.13
5/7/2026	EMPOWER	\$	4,824.46
5/7/2026	EMPOWER	\$	4,797.18
5/7/2026	EMPOWER	\$	158.56
5/7/2026	EMPOWER	\$	148.56
5/8/2026	EMPOWER	\$	5,111.58
5/8/2026	EMPOWER	\$	1,683.62
5/8/2026	EMPOWER	\$	4,643.07
5/8/2026	EMPOWER	\$	148.56
5/11/2026	CREDIT CARD PAYMENT	\$	18,477.73
5/11/2026	EMPOWER	\$	5,240.21
5/11/2026	EMPOWER	\$	5,041.18
5/11/2026	EMPOWER	\$	1,773.75
5/11/2026	EMPOWER	\$	1,762.41
5/11/2026	EMPOWER	\$	98.89
5/11/2026	EMPOWER	\$	4,724.48

5/11/2026	EMPOWER	\$	4,548.32
5/11/2026	EMPOWER	\$	445.68
5/11/2026	EMPOWER	\$	475.68
5/12/2026	PNP BILL PAYMENT	\$	374.09
5/12/2026	DTE ENERGY	\$	21,490.44
5/12/2026	EMPOWER	\$	4,983.94
5/12/2026	EMPOWER	\$	1,273.55
5/12/2026	EMPOWER	\$	3,783.50
5/12/2026	EMPOWER	\$	475.68
5/13/2026	PNP BILL PAYMENT	\$	139.44
5/15/2026	HARTFORD	\$	344.50
5/15/2026	HARTFORD	\$	5,884.55
5/18/2026	DTE ENERGY	\$	64.72
5/18/2026	DTE ENERGY	\$	798.32
5/18/2026	RETURN DEBIT CHARGEBACK	\$	287.64
5/20/2026	PNP BILL PAYMENT	\$	234.90
5/20/2026	RETURN DEBIT CHARGEBACK	\$	572.79
5/21/2026	UNION DUES	\$	208.98
5/21/2026	UNION DUES	\$	440.00
5/21/2026	UNION DUES	\$	760.00
5/21/2026	MISSIONSQUARE	\$	4,508.21
5/21/2026	IRS TAX PAYMENT	\$	83,606.41
5/21/2026	MERS	\$	108,337.89
5/21/2026	NATIONWIDE	\$	2,884.95
5/22/2026	PNP BILL PAYMENT	\$	15,393.76
5/26/2026	PNP BILL PAYMENT	\$	299.99
5/27/2026	STATE OF MICHIGAN - PAYROLL TAX	\$	27,248.42
5/28/2026	EMPOWER	\$	22,648.71
5/28/2026	EMPOWER	\$	3,125.89
5/28/2026	EMPOWER	\$	1,372.01
5/28/2026	EMPOWER	\$	8,359.85
5/28/2026	EMPOWER	\$	445.68
5/29/2026	IRS TAX PAYMENT	\$	15,482.96
<b>TOTAL OF ACH TRANSACTIONS</b>		<b>\$</b>	<b>677,027.51</b>
<b>GRAND TOTAL</b>		<b>\$</b>	<b>1,755,735.72</b>

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

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Victoria Mitchell, City Clerk

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Bridget Dean, Mayor



## MEMORANDUM

To: Mayor Dean and City Council  
From: Adam Wozniak  
Date: June 15, 2026  
Subject: Swap loader salt body repairs utilizing the MITN Cooperative Purchasing Program/Rochester Hills Co-op.

---

Madam Mayor and Members of City Council,

### Background

One of our salt bodies was recently damaged during our winterization process, which caused some structural damage that will need to be repaired before the next winter season. After reviewing the labor time, parts, and specialized equipment needed for the repair, it became evident that the use of an outside vendor would be the most effective way to perform the repair.

### Summary

- This repair will utilize the MITN Cooperative Purchasing Program/Rochester Hills Co-op Contract RFP-RH-20-023 with Truck and Trailer Specialties of Howell, MI. This contract and vendor were also utilized for the original build of this unit.
- The full estimated amount for the repair is \$11,693.17.
- The City has already filed an insurance claim and received \$11,443.17 in payment for the damages.
- If approved, the actual repair work will be completed in fiscal year 2026/2027.
- This repair will utilize account 101-443-939-000, which may require an amendment due to the unexpected nature of the repair.

### Recommendation

Motion to (approve/deny/postpone) authorization for Salt Body repairs utilizing the MITN Cooperative Purchasing Program/Rochester Hills Co-op Contract RFP-RH-20-023 with Truck and Trailer Specialties of Howell, MI in the amount of \$11,693.17.



Adam Wozniak <awozniak@berkleymi.gov>

**Claim Number 100PR2600003 - Salt Body - Payment Issued**

Davis, Shannon <Shannon.Davis@meadowbrook.com>  
To: Adam Wozniak <awozniak@berkleymi.gov>  
Cc: "syoun@berkleymi.gov" <syoun@berkleymi.gov>

Mon, May 4, 2026 at 9:36 AM

Good morning, Adam,

I hope you enjoyed your weekend! I have issued payment to the City as follows:

Truck & Trailer Specialties, Inc Estimate: \$11,693.17

Minus Deductible: \$250.00

Total Payment: \$11,443.17

Please let me know if you have any questions and I hope you have a great day!

Best Regards,

Shannon Davis, MBA  
Claims Representative II  
**MEADOWBROOK, INC.**

Send only claim assignments to: [GR.MML@Meadowbrook.com](mailto:GR.MML@Meadowbrook.com)

**MICHIGAN MUNICIPAL LEAGUE LIABILITY & PROPERTY POOL and FUND**

[3196 Kraft Ave SE Suite 206](#)

[Grand Rapids, MI 49512](#)

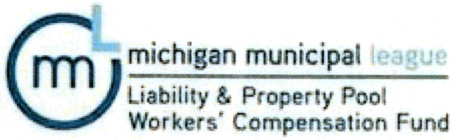
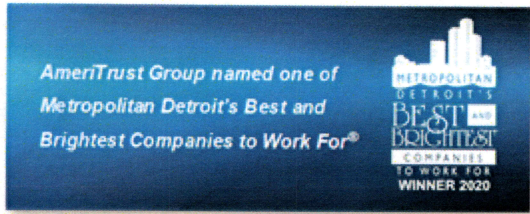
Direct Dial: 248-204-8022

Fax Number: 248-648-7694

**Upcoming Out of Office:**

May 13<sup>th</sup>-20<sup>th</sup>

June 24<sup>th</sup>-30<sup>th</sup>



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liability &  
property  
pool

workers'  
compensation  
fund

**Trouble? Fax or mail to:**  
MML Pool Claims  
3196 Kraft Avenue S.E. Suite 206  
Grand Rapids MI 49512-2065  
Fax: 616-649-1796

### Occurrence / Incident Reporting Form

- Property Loss                       Automobile Loss  
 General Liability Loss             Sewer Backup

Contact Information			
Municipality Name: City of Berkley			
Street: 3238 Bacon Ave	City: Berkley	State: MI	Zip: 48017
Contact Name: Adam Wozniak		Title: DPW Superintendent	
Phone Number: 248-658-3494		Email: Awozniak@berkleymi.gov	
Incident Information			
Date of Incident: 3/24/2026			
Injured Party or Owner of Damaged Property Name: City of Berkley			
Street:	City:	State:	Zip:
Phone Number:		Email:	
Description of Incident			
Tried to unload the salt body off the swap loading truck. Salt body disengaged from truck and fell off causing damage to the salt body.			
Municipal Property Description (if applicable)			
Municipal Automobile Description (if applicable)			
Make:	Model:	Year:	VIN Number:
Additional Comments			
Please see attached pictures in email.			

Adam Wozniak  
Preparer's Name

Public Works Superintendent  
Preparer's Title

4-27-2026  
Date

awozniak@berkleymi.gov  
Preparer's Email



**Truck & Trailer Howell**  
**900 Grand Oaks Drive**  
**Howell MI 48843**

**(517) 552-3855**  
**www.ttspec.com**

**QUOTE**

**Quote ID:** HQO005952

**Quote Date:** 4/13/2026

**Quote Valid Until:** 5/13/2026

Page 1 of 2

**Customer:** Berkley City  
 3238 Bacon Ave.  
 Berkley MI 48072

**Contact:** Matt

**Phone:** (248) 658-3490

**Email:**

**Salesperson:** Brian Bouwman

Order Description	V-box repair
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Part Number	Quantity	Description	Unit Price	Amount
TRUCKING	125 EA	Trucking/Transport Charges	\$1.00	\$125.00
05041602	1 EA	Junction Box 14x7x6.5 Fib Hyd Pre-Wet Enclosure Nema	\$488.08	\$488.08
102-00367	20 EA	1/2-13 X 1-1/2 Hexcap 18-8 Ss 50/Box	\$0.73	\$14.60
500-04558	40 EA	1/2 Uss F/W 18-8 Ss	\$0.38	\$15.20
102-00491	20 EA	1/2-13 Hex Nylon Insert Locknut 100/Box, SS	\$0.37	\$7.40
WINCHCABLE	1 EA	Winch Cable, 3/16" X 50' SS, 7 X 19, Thimble On One End, With Hook	\$119.14	\$119.14
SH4-62	1 EA	1/2" Fpt Socket Ss Female Quick Disconnect	\$88.57	\$88.57
SH4-63	1 EA	1/2" Fpt Plug Ss Male Quick Disconnect	\$39.29	\$39.29
LABORJOB201	24 HRS	Job Labor - V-Box Attachment Install	\$115.00	\$2,760.00
200-06924	16 EA	5/8-11 X 2 Hexcap 18-8 Ss 25/Box	\$1.23	\$19.68
200-08770	16 EA	5/8-11 Ss Nylon Insert Locknut 25/Box	\$0.98	\$15.68
200-04790	32 EA	5/8 Ss Flat Washer 18-8	\$0.28	\$8.96
00207744-B	1 EA	Galvanized Skid Assembly-V Box Mdot- SI412 New Design	\$7,991.57	\$7,991.57

<b>Sub Total:</b>	<b>\$11,693.17</b>
<b>Discount:</b>	
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$11,693.17</b>

**Notes:**

- Repair quote for V-box #101
- Straighten cabshield at the front
- Remove V-box assembly off of mounted skid
- Supply New skid assembly
- Mount V-box onto new skid assembly with new mounting bolts
- Attach hook at the top with angle mounts and tie into V-box front
- Replace Prewet Poly box, transfer Pump/Motor/Flowmeter into new box
- Mount and attach current leg assembly
- Install new SS winch cable
- Replace couplers set on the back for spinner
- Straight pipes at the front of v-box



Truck & Trailer Howell  
900 Grand Oaks Drive  
Howell MI 48843

(517) 552-3855  
www.ttspec.com

# QUOTE

Quote ID: HQO005952

Quote Date: 4/13/2026

Quote Valid Until: 5/13/2026

Page 2 of 2

Test operation of spinner/auger, anything outside of the quote will be time and material

**\*Final price includes all applicable discounts\***

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

\* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

\* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.



## MEMORANDUM

To: Mayor Dean and Members of Council  
From: Shawn Young  
Date: June 15, 2026  
Subject: RCOC Tri-Party Agreement Greenfield Rd 57871.

---

Madam Mayor and Members of City Council,

### Background

The Oakland County Board of Commissioners has historically allocated "Tri-Party" funds for road improvements throughout the RCOC road network. These funds are allocated to cities, villages, and townships as Tri-Party funds to be used towards RCOC projects in our area. RCOC has officially requested the use of these funds for the upcoming Greenfield Rd Repaving Project that extends from 12 Mile Rd to Lincoln Ave.

### Summary

- The Tri-Party program was created to ensure that local cities, villages, and townships have a voice in the upcoming projects.
- As part of the agreement, the City of Berkley, the City of Royal Oak, and the City of Southfield will all be utilizing Tri-Party allocations.
- Additional funding for this project has been secured through the Michigan Department of transportation.
- The estimated overall cost of this project is \$4,225,102.00 which includes federal funding of \$3,449,037.00 and local matching funds of \$776,065.00
- The shares of local matching funds will be split between RCOC, the City of Oak Park, the City of Southfield, and the City of Berkley.
- The City of Berkley's cost share of the local matching funds is \$48,438.00, and it is budgeted for fiscal year 2026/2027 in account number 202-464-975-100.

### Recommendation

A motion to (Approve, Deny, Postpone) the RCOC Tri-Party Cost Sharing Agreement for Greenfield Rd project 57871, subject to a review of the contract by the City Attorney and approval and execution by the City Manager.



**COST PARTICIPATION AGREEMENT**

**CONSTRUCTION**

Greenfield Road

Lincoln Drive to 12 Mile

City of Berkley

Board Project No. 57871

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Berkley, hereinafter referred to as CVT #1, provides as follows:

WHEREAS, the BOARD, CVT #1, the City of Oak Park, hereinafter referred to as CVT #2, and the City of Southfield, hereinafter referred to as CVT #3 in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, have programmed the reconstruction of Greenfield Road from Lincoln Drive to 12 Mile, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within CVT #1, CVT #2 and CVT #3, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$4,225,102; and

WHEREAS, the BOARD has entered into an agreement with MDOT in Contract No. 26-5128 for the reconstruction of Greenfield Road under the Federal STP funding up to, and shall not exceed, the amount of \$3,449,037; and

WHEREAS, the BOARD, as the requesting party therein, will be the party financially responsible to MDOT to bear all costs of the PROJECT in excess of federal funds, hereinafter referred to as the LOCAL SHARE; and

WHEREAS, CVT #1'S share of said LOCAL SHARE involves certain designated and approved Tri-Party Program funding in the amount of \$145,315, which shall be paid through equal contributions by the BOARD, CVT #1, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and

WHEREAS, all the parties hereto have reached a mutual understanding regarding the cost sharing for the LOCAL SHARE and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between CVT #1 and the BOARD that:

1. CVT #1, CVT #2, and CVT #3 approve of the PROJECT, declare its public necessity, and authorizes the BOARD and MDOT to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The PROJECT shall include total payments to the contractor. Any costs incurred by the BOARD prior to this agreement date shall be allowable.
3. The estimated total LOCAL SHARE is \$776,065 and shall be invoiced in the following order:
  - a. Tri-Party Program funding shall be invoiced first, simultaneously and proportionately:
    - CVT #1 has agreed to contribute \$145,315 and will fund their share from the Tri-Party Program.
    - CVT #2 has agreed to contribute \$45,889 and will fund their share from the Tri-Party Program.
    - CVT #3 has agreed to contribute \$191,204 and will fund their share from the Tri-Party Program.
  - b. The BOARD shall contribute \$521,127 which includes the CONTRIBUTION of \$393,657 and Tri-Party funds in the amount of \$127,470.
  - c. Any LOCAL SHARE costs above \$776,065 will be funded 100% by the BOARD.

4. Upon execution of this agreement, the BOARD shall submit an invoice to CVT #1 in the amount of \$48,438 (being 100% of CVT #1'S Tri-Party contribution).
5. Upon execution of this agreement and approval by the COUNTY, the BOARD shall submit an invoice to the COUNTY in the amount of \$48,438 (being 100% of the COUNTY'S Tri-Party contribution).
  - a. The invoice shall be sent to:  
  
Manager of Fiscal Services  
Oakland County Fiscal Services  
2100 Pontiac Lake Road, Building 41 West  
Waterford, MI 48328
6. Upon receipt of said invoice(s), CVT #1 and the COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.
7. The BOARD shall execute a separate Cost Participation Agreement with CVT#2 and CVT#3, for their share of the estimated PROJECT cost.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS OF THE  
COUNTY OF OAKLAND  
A Public Body Corporate

By \_\_\_\_\_

Its \_\_\_\_\_

City of Berkley

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**

**TRI - PARTY PROGRAM**

Greenfield Road

Lincoln Drive to 12 Mile Road

City of Berkley

Board Project No. 57871

---

The reconstruction work on Greenfield Road from 1000 ft. North of Lincoln Drive to 12 Mile Road.

<b>ESTIMATED PROJECT COST</b>
-------------------------------

Contractor Payments	\$4,225,102
Less Federal Funds	<u>\$3,449,037</u>
Total Estimated Local Share	<u><u>\$776,065</u></u>

<b>COST PARTICIPATION BREAKDOWN</b>
-------------------------------------

	Berkley (CVT#1)	Oak Park (CVT#2)	Southfield (CVT#3)	COUNTY	BOARD	TOTAL
Tri-Party Program	\$48,438	\$15,296	\$63,735	\$127,469	\$127,470	\$382,408
Contribution					\$393,657	\$393,657
<b>TOTAL SHARES</b>	<b>\$48,438</b>	<b>\$15,296</b>	<b>\$63,735</b>	<b>\$127,469</b>	<b>\$521,127</b>	<b>\$776,065</b>



## MEMORANDUM

To: Mayor Dean and Members of Council  
From: Shawn Young  
Date: June 15, 2026  
Subject: Updates to the City of Berkley Non-Discrimination Policy.

---

Madam Mayor and Members of City Council,

### **Background**

The City of Berkley formally adopted a Non-Discrimination Policy on May 18th, 2020. The City attorney has reviewed the current policy and recommended that we make some updates to "Attachment A"

**Summary**The updated language in "Attachment A" clarifies

- How questions, concerns, or allegations by City employees should be addressed.
- How questions, concerns, or allegations by Contractor employee complaints should be addressed.

### **Recommendation**

Motion to ( Approve, Deny, Postpone) the updated City of Berkley Non-Discrimination Policy "Attachment A"



# CITY OF BERKLEY, MICHIGAN NON-DISCRIMINATION POLICY

ADOPTED BY RESOLUTION R-12-20

~~MAY 18, 2020~~ Updated June 1, 2026

This Policy is adopted and approved by the Berkley City Council and applies to employees of all departments as well as all members of boards and commissions and of the City of Berkley.

## **SECTION I. GENERAL PROVISIONS:**

Purpose of Policy: The City of Berkley (hereinafter "City") assures that no individual or entity shall be subjected to discrimination or harassment on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status, or any other legally protected status under federal and state laws be denied the benefits of, or be otherwise subjected to discrimination, harassment or retaliation for employment, or under any program, activity or service.

Definitions: The following terms are used throughout this policy as defined below:

City Employee(s) means full and part-time employees of the City, elected and appointed officials.

Contractor Employees means employees of City contractors who are working on behalf of the City.

Violations: Violations of this Policy may result in disciplinary action, termination of a Contract and/or other remedies provided by law, including dismissal from City employment or City assignment.

## **SECTION II. EMPLOYMENT:**

This policy applies to recruitment, hiring, training, promotion, salary decisions, work environment, as well as other terms and conditions of employment. The City is committed to providing an Equal Employment Opportunity to all individuals, regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

All City employees, applicants, and contractual employees are protected from coercion, intimidation, harassment, retaliation or discrimination in performing their duties or exercising their rights under federal and state laws.

Questions or concerns by City employees ~~or Contractor employees~~ regarding treatment under this section of the policy may be directed to the department director, if feasible. However, any complaints may be brought to the direct attention of the City Manager. [Complaints by Contractor employees concerning alleged discrimination by City officials, employees or volunteers of the City, may be brought to the City Manager. If the concern relates to the City Manager, the complaint may be addressed to the Mayor.](#) Such complaints will be investigated promptly in accordance with established procedures as outlined by the appropriate collective bargaining agreement or the City's Merit System of Human Resource Management. There shall be no retaliation taken against individuals reporting their concerns under this Policy to the City.

All City Employees and contractors Contractor employees are expected to conduct themselves in a manner that will ensure compliance with City policies and promote a work environment free from illegal discrimination or harassment. To abuse the dignity of anyone through racial, sexual, ethnic slurs, or other objectionable remarks or conduct is a violation of City policy this Policy.

### **SECTION III. CONTRACTING OF CITY SERVICES:**

City contracts issued by staff or the City Council, with Contractors for provision of services directly to the public, shall include a requirement that the person or entity, and any subcontractor under the contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

This policy applies to contracts for the provision of ongoing services to be provided on behalf of the City. This policy does not apply to contracts for isolated or singular instances of the provision of services when the contractor will not be acting or providing services directly to the public on behalf of the City.

### **SECTION IV. CITY PROCUREMENT OF GOODS & EQUIPMENT:**

This policy does not apply to the contracts for the provision of supplies, materials, equipment, printing, and all other items periodically needed by City departments and agencies. This requirement does not apply to contracts where the City is not able to modify the contractor's standard terms such as end user and software licenses, technology use agreements and on-line services provided free of charge.

### **SECTION V. MODIFICATION OF LANGUAGE:**

The non-discrimination language of this policy may be temporarily modified subject to the following:

- 1) Notification of modified language is presented, in a timely manner, to the City Manager
- 2) Approval by the City Manager or their designee, signifying that the modified non-discrimination language meets the intent of the City's policy
- 3) Modified non-discrimination language and City Manager's approval is included into the contract

### **SECTION VI. PROVISION OF CITY SERVICES:**

All City services, programs, facilities and assistance are available to all individuals and entities without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status, unless a federal or state law mandates contrary action.

**A RESOLUTION**

**OF THE CITY COUNCIL OF THE CITY OF BERKLEY, MICHIGAN**  
**ADOPTING THE PROPOSED CITY OF BERKLEY**  
**NON-DISCRIMINATION POLICY**

**WHEREAS**, ensuring the health, safety, and wellbeing of Berkley's residents and business community is paramount to the City; and

**WHEREAS**, the City of Berkley strives to protect the community's wellbeing by being a safe, inclusive, and welcoming community to all; and

**WHEREAS**, fostering a community which values and encourages diversity, inclusion, and equity, creates an environment which ensures everyone is welcome in the community, and

**WHEREAS**, the City benefits from being a model of equal opportunity; treating all people equitably and fairly, dispelling prejudices that impede our community members from achieving their highest potential and economic prosperity, and overall knocking down social barriers; and

**WHEREAS**, there have been policy and program initiatives by the federal, state, and local governments aimed at expanding policies that further requirements that prohibit discrimination based on sexual orientation, gender identity, and gender expression in relation to employment, procurement, grants and loans, and the delivery of services; and

**WHEREAS**, the United States Equal Employment Opportunity Commission states that sex discrimination involves treating someone (an applicant or employee) unfavorably because of that person's sex. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation, is discrimination because of sex and is a violation of Title VII; and

**WHEREAS**, in 2014 the United States federal administration enacted Executive Order 13672 to prohibit discrimination and take further steps to promote economy and efficiency in procurement for the federal government by prohibiting discrimination based on sexual orientation and gender identity; and

**WHEREAS**, in 2018 the Michigan Civil Rights Commission, exercised its constitutional authority to formally determine that discrimination because of "sex", as used in the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 to 37.2804, includes discrimination based on gender identity and sexual orientation; and

**WHEREAS**, the Executive Branch of the State of Michigan has enacted Executive Directives No. 2018-7 and 2019-9. Both Executive Directives expand policies regarding equal employment opportunity, grant and loan program policies, and procurement contracting, to include provisions

which prohibit State agencies, contractors, and sub-contractors from discriminating against employees and applicants for employment or service delivery based on sex, sexual orientation, gender identity, or gender expression; and

**WHEREAS**, at least 400 cities and counties, as of October 2017, prohibit employment discrimination on the basis of sexual orientation and gender identity for public employees; and

**WHEREAS**, establishing and implementing policies and procedures that encourage non-discrimination and equitable treatment are essential for the fairness and integrity of the City's practices and procedures; and

**WHEREAS**, the opportunity exists for the City of Berkley to join federal, state, and fellow local governments to expand its policy requirements that prohibit discrimination based on sexual orientation, gender identity, or gender expression in relation to employment, contracting, procurement, and services.

**SECTION 1:** That the Council of the City of Berkley expand and enact policy requirements that prohibit discrimination based on sexual orientation, gender identity, or gender expression in relation to employment, contracting, procurement, and services.

**SECTION 2:** That the Council of the City of Berkley hereby approves Attachment A. the proposed "Non-Discrimination Policy" for the City of Berkley.

**SECTION 3:** That the Council of the City of Berkley hereby requires that all City departments, boards, commissions, employees, or other agencies encompassed within the City government, adhere and comply to the "Non-Discrimination Policy" and requires its inclusion into current and future policies, where applicable.

**SECTION 4:** That the Council of the City of Berkley hereby requires that all contractors, sub-contractors, persons or entities that contract with or receive funds to provide services to the City of Berkley, adhere and comply to the "Non-Discrimination Policy."



# CITY OF BERKLEY, MICHIGAN NON-DISCRIMINATION POLICY

ADOPTED BY RESOLUTION R-12-20  
Updated June 1, 2026

This Policy is adopted and approved by the Berkley City Council and applies to employees of all departments as well as all members of boards and commissions and of the City of Berkley.

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Definitions: The following terms are used throughout this policy as defined below:

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This policy applies to recruitment, hiring, training, promotion, salary decisions, work environment, as well as other terms and conditions of employment. The City is committed to providing an Equal Employment Opportunity to all individuals, regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

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### **SECTION III. CONTRACTING OF CITY SERVICES:**

City contracts issued by staff or the City Council, with Contractors for provision of services directly to the public, shall include a requirement that the person or entity, and any subcontractor under the contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

This policy applies to contracts for the provision of ongoing services to be provided on behalf of the City. This policy does not apply to contracts for isolated or singular instances of the provision of services when the contractor will not be acting or providing services directly to the public on behalf of the City.

### **SECTION IV. CITY PROCUREMENT OF GOODS & EQUIPMENT:**

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**A RESOLUTION**

**OF THE CITY COUNCIL OF THE CITY OF BERKLEY, MICHIGAN**  
**ADOPTING THE PROPOSED CITY OF BERKLEY**  
**NON-DISCRIMINATION POLICY**

**WHEREAS**, ensuring the health, safety, and wellbeing of Berkley's residents and business community is paramount to the City; and

**WHEREAS**, the City of Berkley strives to protect the community's wellbeing by being a safe, inclusive, and welcoming community to all; and

**WHEREAS**, fostering a community which values and encourages diversity, inclusion, and equity, creates an environment which ensures everyone in welcome in the community, and

**WHEREAS**, the City benefits from being a model of equal opportunity; treating all people equitably and fairly, dispelling prejudices that impede our community members from achieving their highest potential and economic prosperity, and overall knocking down social barriers; and

**WHEREAS**, there have been policy and program initiatives by the federal, state, and local governments aimed at expanding policies that further requirements that prohibit discrimination based on sexual orientation, general identity, and gender expression in relation to employment, procurement, grants and loans, and the delivery of services; and

**WHEREAS**, the United States Equal Employment Opportunity Commission states that sex discrimination involves treating someone (an applicant or employee) unfavorably because of that person's sex. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation, is discrimination because of sex and is a violation of Title VII; and

**WHEREAS**, in 2014 the United States federal administration enacted Executive Order 13672 to prohibit discrimination and take further steps to promote economy and efficiency in procurement for the federal government by prohibiting discrimination based on sexual orientation and gender identity; and

**WHEREAS**, in 2018 the Michigan Civil Rights Commission, exercised its constitutional authority to formally determine that discrimination because of "sex", as used in the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 to 37.2804, includes discrimination based on gender identity and sexual orientation; and

**WHEREAS**, the Executive Branch of the State of Michigan has enacted Executive Directives No. 2018-7 and 2019-9. Both Executive Directives expand policies regarding equal employment opportunity, grant and loan program policies, and procurement contracting, to include provisions

OVESCO

V/S/II NT PHIL



which prohibit State agencies, contractors, and sub-contractors from discriminating against employees and applicants for employment or service delivery based on sex, sexual orientation, gender identity, or gender expression; and

**WHEREAS**, at least 400 cities and counties, as of October 2017, prohibit employment discrimination on the basis of sexual orientation and gender identity for public employees; and

**WHEREAS**, establishing and implementing policies and procedures that encourage non-discrimination and equitable treatment are essential for the fairness and integrity of the City's practices and procedures; and

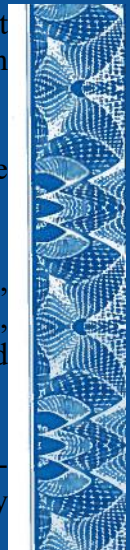
**WHEREAS**, the opportunity exists for the City of Berkley to join federal, state, and fellow local governments to expand its policy requirements that prohibit discrimination based on sexual orientation, gender identity, or gender expression in relation to employment, contracting, procurement, and services.

**SECTION 1:** That the Council of the City of Berkley expand and enact policy requirements that prohibit discrimination based on sexual orientation, gender identity, or gender expression in relation to employment, contracting, procurement, and services.

**SECTION 2:** That the Council of the City of Berkley hereby approves Attachment A. the proposed "Non-Discrimination Policy" for the City of Berkley.

**SECTION 3:** That the Council of the City of Berkley hereby requires that all City departments, boards, commissions, employees, or other agencies encompassed within the City government, adhere and comply to the "Non-Discrimination Policy" and requires its inclusion into current and future policies, where applicable.

**SECTION 4:** That the Council of the City of Berkley hereby requires that all contractors, sub-contractors, persons or entities that contract with or receive funds to provide services to the City of Berkley, adhere and comply to the "Non-Discrimination Policy."





# MEMORANDUM

To:

From:

Date: June 15, 2026

Subject: Second reading and adoption of an ordinance of the City Council of the City of Berkley, Michigan, to amend Chapter 109 Subdivisions, Article IV Design Standards for Subdivision Planning, to repeal Sections 109-26 Guarantee of Completion of Improvements Required by the City and Section 109-27 Condition of City Approval of Final Plat - Financial Guarantees.

---

Madam Mayor and Members of City Council,

## Background

- The City Council adopted the new Zoning Ordinance in March of 2025.
- City staff has been meeting with our Engineering Consultant, Spalding DeDecker, to work through implementation of Zoning Ordinance items and process updates since they were brought on board several months ago.
- Part of the implementation efforts with Spalding DeDecker included the 'build'out of the performance guarantee process in the Zoning Ordinance, with the assistance of the City Attorney's office.
- Chapter 109 of the City Code includes provisions for the establishment or amendment of subdivision plats.

## Summary

- The proposed City Code amendment repeals Sections 109-26 and 109-27. Both of these sections require performance and financial guarantees for subdivision plats. With the proposed amendments outlined in Ordinance O, those items are now cover in the performance guarantee sections of the Zoning Ordinance and no longer needed in Chapter 109.
- City Council approved the first reading on May 18, 2026.

**Recommendation**

Motion to (approve/deny/postpone) the second reading of an ordinance of the City Council of the City of Berkley, Michigan to amend Chapter 109 Subdivisions, Article IV Design Standards for Subdivision Planning, to repeal Sections 109-26 Guarantee of Completion of Improvements Required by the City and Section 109-27 Condition of City Approval of Final Plat - Financial Guarantees.

**AN**

**ORDINANCE**

**of the City Council of the City of Berkley, Michigan to amend Chapter 109 Subdivisions, Article IV Design Standards for Subdivision Planning to repeal Sections 109-26 Guarantee of Completion of Improvements Required by the City and Section 109-27 Condition of City Approval of Final Plat – Financial Guarantees because performance guarantees are required by the Zoning Ordinance.**

**THE CITY OF BERKLEY ORDAINS:**

**SECTION 1.** The City of Berkley Code of Ordinances, Chapter 109, Subdivisions, Article IV, Design Standards for Subdivision Planning, Section 109-26, Guarantee Of Completion of Improvements Required by the City, and 109-27, Condition of City Approval of Final Plat—Financial Guarantees, are hereby repealed. Section 109-28, Development Agreements, is renumbered accordingly to 109-26.”

**SECTION 2.** Severability Clause

If any section, clause or provision of this ordinance shall be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

**SECTION 3.** Repealer

All other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**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 \_\_\_\_\_ .

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

Bridget Dean, Mayor

Attest:

---

Victoria E. Mitchell, City Clerk



## MEMORANDUM

To: Mayor Dean and City Council  
From: Adam Wozniak  
Date: June 15, 2026  
Subject: Approval for purchase of City Motor Pool Vehicle — Ford Escape for 26/27 Fiscal Year.

---

Madam Mayor and Members of City Council,

### Background

As part of the FY 2026-2027 budget, funds were allocated for the purchase of a new city pool vehicle. This is a part of our department's Capital Improvement Plan.

### Summary

- Because the Ford Escape is being phased out in the coming year, we have contacted Lunghamer Ford of Owosso, MI, to secure a vehicle once the new fiscal year commences.
- Similar to previous purchases, this purchase would utilize the State of Michigan Contract #MA 240000001208 Macomb County Cooperative Contract #21-18 Bid with Lunghamer Ford of Owosso, MI.
- The total purchase price for the Ford Escape \$32,237.00 utilizing the account number 101-441-985-000 (General Fund). In our Capital Improvement Plan we budgeted \$33,000.00 for this vehicle in FY 26/27.
- The 2026 Ford Escape is intended to replace an aging Ford Explorer, previously utilized as a police cruiser. As this unit has reached the end of its useful service life, it will be declared surplus.
- The 2026 Ford Escape will provide a safer, more reliable vehicle for City of Berkley staff to utilize for meetings, conferences, training sessions, and general travel between city facilities.
- Replaced vehicles that are deemed by staff as no longer needed will be brought before council at a later date to be declared as surplus to be sold via public auction.

It is my recommendation that the City Council approves the purchase of the 2026 Ford Escape from Lunghamer Ford of Owosso, Mi for the amount of \$32,237.00 utilizing the account number 101-441-985-000 for the upcoming fiscal year 26/27.

**Recommendation**

Motion to Approve/Deny/Postpone the purchase of a 2026 Ford Escape utilizing the State of Michigan Contract #MA 240000001208 Macomb County Cooperative Contract #21-18 Bid with Lunghamer Ford of Owosso, MI.

State of Michigan  
**2026 Ford Escape FWD and 4WD**  
**Major Standard Equipment**

**MECHANICAL**

- Electric Parking Brake (Includes Auto Hold)
- Engine – 1.5L EcoBoost® with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Transmission
- 8-speed Automatic

**EXTERIOR**

- Active Grille Shutters
- Black – Molded-in-Color
- Lower Bodyside Cladding
- Rocker Panel
- Black Upper Window Molding with Black Beltline Molding
- Bumpers
- Front, MIC
- Rear, MIC – Black Upper/Silver Lower
- Configurable Daytime Running Lamps (DRL)
- Door Handles – Body-Color
- Easy Fuel® Capless Fuel Filler
- Exhaust Tips, Dual – Chrome
- Grille – Chrome Grille Strip
- Tire Inflator and Sealant Kit<sup>1</sup>
- Liftgate – Manual
- Privacy Glass – Second Row Side and Liftgate
- Rear Spoiler – Body Color
- Roof-Mounted Antenna
- Tires
- 225/65R17 102H All Season A/S BSW
- Wheels – 17" Shadow Silver-painted Aluminum
- Wipers
- Windshield – Variable-Intermittent/Continuous
- Rear Window – Fixed-Intermittent/Continuous

**INTERIOR/COMFORT**

- Center Floor Console with Armrest
- Cruise Control – Steering Wheel Mounted Controls
- Cupholders – (8)
- Driver's Side Footrest
- Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Refresh95 (Cabin Particulate Air Filter)
- Floor Mats – Carpeted Front and Rear
- Grab Handles – Front Passenger, Second Row – two (2), includes Coat Hooks
- Instrument Panel
- 8" Screen
- EcoMode
- Ice Blue® Lighting
- Message Center
- Outside Temperature Display
- Trip Computer
- Lighting
- Front Map Lights
- Illuminated Entry System with Courtesy Lamp Delay
- Rear Cargo Area Light
- Second Row Dome Light
- Map Pocket – Front-Passenger Seat Back
- Powerpoints – (2) Rear – Smart Charging USB Outlets
- Urethane Steering Wheel
- Seats
- Unique Cloth Bucket
- Five Passenger
- 6-Way Manual Driver Seat (Fore/Aft, Up/Down and Manual Recline)
- 4-Way Manual Front Passenger (Fore/Aft with Manual Recline)
- Second Row 60/40 Split-Fold-Flat and Sliding 1 Not available with 2.5L iVCT Atkinson Cycle I-4 Hybrid (99Z)
- Rear Center Armrest (Fold-Down with Two (2) Cupholders)
- Rotary Gear Shift Dial
- Sliding Sun Visors with Vanity Mirrors (Driver and Front Passenger)
- USB Ports
- Smart Charging Multimedia USB Ports, First Row – (1) USB-A and (1) USB-C
- Steering Column – Manual Tilt/Telescoping
- Storage – Front Row: Center Console Armrest, Glove Box, Media Bins two (2), in front and in center of the Console, Overhead Console with Sunglasses Storage
- Windows, Power – Front One-Touch Down Feature (Driver only)

**SAFETY/SECURITY**

- AdvanceTrac® with RSC® (Roll Stability Control™) ● Airbags
- Driver and Front Row Passenger Dual-Stage
- Driver Knee
- Front-Seat Mounted Side-Impact
- Safety Canopy® System – Front and Second Row Safety Canopy®
- Side-Curtain with Roll-over Sensor
- Center High-Mounted Stop Lamp (CHMSL)
- Curve Control
- Day/Night Rearview Mirror – Manually Adjustable

- Door Locks
- Autolock/Autounlock
- Child-Safety Rear
- Power Lock/Unlock
- Electronic Traction Control
- Headlamps
- Courtesy Delay
- LED Reflector with Signature Lighting
- Wiper-Activated
- Head Restraints
- Two-Way Manually Adjustable Driver and Front Passenger
- Two-Way Manually Adjustable Second Row (Left and Right; Center Head Restraint is fixed position)
- LATCH (Lower Anchors and Tether Anchors for Children) on Rear Outboard Seat Positions
- Mirrors, Sideview – Power Glass, Manual-Fold and Black Molded-in-Color (MIC) Caps
- Personal Safety System®
- Rear-Window Defroster and Washer
- Safety Belts — Front and Second Row – Belt-Minder® (Safety Belt Reminder)
- Front Row Height Adjustable
- Second Row Outboard and Center Seat Shoulder
- Three-Point Safety Belts on all (5) Seating Positions ● SecuriLock®
- Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS) ● Torque Vectoring Control

**FORD CO-PILOT360™ TECHNOLOGY**

- Ford Co-Pilot360™ includes:
- Auto High Beam Headlamps
- BLIS® (Blind Spot Information System) with Rear Cross Traffic Braking 2 Personal Safety System™ for driver and front passenger includes dual stage front airbags, safety belt pretensioners, safety belt energy management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front Passenger Sensing System.
- Lane-Keeping System (includes Lane-Keeping Assist, Lane Keeping Alert and Driver Alert)
- Pre-Collision Assist with Automatic Emergency Braking (AEB), Pedestrian Detection, Forward Collision Warning and Dynamic Brake Support
- Rear View Camera
- Road Departure Warning
- Headlamps – Autolamp (Automatic On/Off)
- Post-Collision Braking

**FUNCTIONAL**

- Audio
- AM/FM Stereo
- Six (6) Speakers
- Speed-Compensated Volume
- Steering Wheel Mounted Controls
- SiriusXM® with 360L (if equipped)
- Battery Saver
- Compass
- Electric Power-Assisted Steering (EPAS)
- FordPass Connect™
- 4G LTE Wi-Fi® hotspot connects up to 10 devices<sup>3</sup> — Remotely start, lock and unlock vehicle<sup>4</sup>
- Locate parked vehicle
- Check vehicle status

Note: Ford Telematics and Data Services are telematics services available for fleet customers, providing access to manufacturer-grade vehicle data including but not limited to location, speed, idle time, remaining fuel, fuel energy, range, diagnostics, and maintenance alerts. FordPass Connect™ 4G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third-party providers. Learn more at [commercialsolutions.ford.com](http://commercialsolutions.ford.com) or email [fcsl1@ford.com](mailto:fcsl1@ford.com) or by calling 833-FCS-Ford. (833-327-3673).

- Front and Rear Stabilizer Bar
- Intelligent Oil-Life Monitor®
- Provisions for Roof Rack Mounting– Blanking Plugs ● Selectable Drive Modes
- SYNC® 4
- 8" LCD Capacitive Touchscreen with Swipe Capability
- Wireless Phone Connection
- Cloud Connected
- AppLink® w/ App Catalog
- 911 Assist®
- Wireless Apple CarPlay® and Android Auto™ Compatibility
- Digital Owners Manual
- Transmission Oil Cooler
- Variable-Assist Rack-and-Pinion Steering
- Intelligent Access with Push-Button Start
- Keyless-Keystarts – Passive Keys, Two (2)

**Base Price Escape Active**

**[x] Base Price All Wheel Drive, U9G/200A \$29,902.00**

Optional equipment	Order Code	Price
<b>[x] Tech Pack #1</b>	<b>68B</b>	<b>995.00</b>
<ul style="list-style-type: none"> <li>• Ford Co-Pilot360™ Assist+</li> <li>— Adaptive Cruise Control with;</li> <li>— Stop-and-Go</li> <li>— Lane Centering Assist</li> <li>— Predictive Speed Assist</li> <li>• Connected Navigation (1 Year included), Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance</li> <li>— Evasive Steering Assist</li> <li>— Intersection Assist</li> <li>— Rear Parking Sensor</li> <li>• Rear View Camera – Digital</li> <li>• SYNC® 4 with Enhanced Voice Recognition</li> <li>— 13.2" LCD Capacitive Touchscreen with Swipe Capability</li> </ul>		
<b>[x] Cold Weather Package</b>	<b>19H</b>	<b>995.00</b>
<ul style="list-style-type: none"> <li>• Heated Front Row Seats</li> <li>• Mirrors, Sideview – Heated</li> <li>• Remote Start System</li> <li>• Steering Wheel – Heated</li> </ul>		
<b>[x] Steel Mini Spare Tire and Wheel (Spare Tire No Longer STD) 51U</b>		<b>345.00</b>

**Total Price \$32,237.00 ea**

**Color and Trim Availability on Active Trim Only**

Exterior Colors	Interior Color	
	Ebony Black (CB)	
(2) Agate Black Metallic	[UM]	[x]
(3) Oxford White	[YZ]	[x]
(1) Carbonized Gray Metallic	[M7]	[x]
(2) Space Silver Metallic	[A3]	[x]



## MEMORANDUM

To: Mayor Dean and City Council  
From: Adam Wozniak  
Date: June 15, 2026  
Subject: Approval for the purchase of two 2027 Ford F-250 (Public Works) for 26/27 Fiscal Year.

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Madam Mayor and Members of City Council,

### Background

As part of the FY 2026-2027 budget, funds were allocated for the purchase of two 2027 Ford F-250's. This is a part of our department's Capital Improvement Plan.

### Summary

- Similar to previous purchases, this purchase would utilize the State of Michigan Contract #MA 240000001208 Macomb County Cooperative Contract #21-18 Bid with Lunghamer Ford of Owosso, MI.
- The total purchase price for the two 2027 Ford F-250s is \$108,606.00, funded through two separate accounts. The first vehicle will be purchased using account number 592-536-985-000 (Water Sewer-Vehicle), which has an allocation of \$71,000.00 for the vehicle and outfitting. The second vehicle will be purchased using account number 101-441-982-000 (General Fund-Equipment), which also has an allocation of \$71,000.00 for the vehicle and outfitting. Each truck has a base cost of approximately \$54,303.00 before outfitting.
- The vehicle outfitting will be completed at a later date, utilizing the remaining balance of the funds specifically allocated for these vehicles.
- Replaced vehicles that are deemed by staff as no longer needed will be brought before council at a later date to be declared as surplus to be sold via public auction.

It is my recommendation that the City Council approves the purchase of two 2027 Ford F-250's from Lunghamer Ford of Owosso, Mi for the amount of \$108,606.00 utilizing the account numbers 592-536-985-000 and 101-441-982-000 for the upcoming fiscal year

26/27.

**Recommendation**

Motion to (Approve/Deny/Postpone) the purchase of two 2027 Ford F-250s utilizing the State of Michigan Contract #MA 240000001208 Macomb County Cooperative Contract #21-18 Bid with Lunghamer Ford of Owosso, MI.



May 29, 2026

City of Berkley  
Attn: Matthew Wells  
3338 Coolidge Highway  
Berkley, MI 48072

Dear Matthew Wells:

Price on 2027 Vehicle State of Michigan Contract# MA 240000001208 and Macomb County Contract# 21-18 Bid:

**(2) 2027 Ford F250 Super Cab 4x4 XL Pickup 8' Box in Oxford White \$54,303.00 ea**  
**Total Delivered Price \$108,606.00 ea**

**Order Cutoff Date: TBD.**

**Delivery date: Approximately 90-120 Days A.R.O.**

**Standard Service Contract:** 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

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

**Payment requirements:** All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

*Bill Campbell*

Bill Campbell  
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

## 2027 F-250 Reg. Cab, Super Cab, Crew Cab Major Standard Equipment

### MECHANICAL

- Brakes – Four-Wheel Disc Anti-lock Brake System (ABS)
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
  - F-250 – 7.3L 2V DEVCT NA PFI V8 Gas
- Transmission
  - TorqShift®-G ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)
- CNG/LPG Prep Package (7.3L Gas)
- Fuel Tanks
  - 29 Gallon (Diesel Engine) – 142" or 148" Wheelbase
  - 34 Gallon (Diesel Engine) – 160" or 164" Wheelbase
  - 34 Gallon (Gas Engine) – NA 176" Wheelbase
  - 48 Gallon (Gas Engine) – 176" Wheelbase
  - 48 Gallon (Diesel Engine) – 176" Wheelbase

### EXTERIOR

- Bumpers – front & rear, black painted
- Daytime Running Lamps
- Fender vents – front
- Front Box Step and Rear Bumper Step
- Glass – solar-tinted
- Grille – black painted
- Handles – door & tailgate, black
- Jack
  - 3-Ton mechanical (250/350 SRW)
- Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel engine only)
- Tailgate – Removable w/key lock
- "Three-Blink" lane change signal
- Tires
  - LT245/75R17E BSW A/S
- Tow hooks – front, two (2)
- 2.5" Built Ford Tough® Trailer Hitch Receiver
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Wheels
  - F-250/F-350 SRW – 17" Argent Painted Steel w/painted hub covers/center ornaments
  - Manual Locking Hubs (4x4)
  - Spare tire, wheel & carrier
- Windshield wipers – intermittent

### INTERIOR/COMFORT

- 4.2" LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications
- Air conditioning – manual, single zone
- Cabin Air Particulate Filter
- Door-trim – armrest/grab handle & reflector
- Floor covering – Black, full length vinyl
- Instrumentation – Multi-function switch message center
- Mirror – rearview 11.5" day/night
- Outside Temperature Display
- Overhead console w/dual storage bins and map lights
- Power Equipment Group – 1 st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows;

- power door-locks w/backlit switches & accessory delay; power tailgate lock
- Powerpoint – auxiliary two (2) in instrument panel
- Scuff plates – front, color-coordinated
- Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror
- Window – Rear, fixed

### SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Belt-Minder® (front safety belt reminder)
  - chime & flashing warning light on I/P if belts not buckled
- Center High-mounted Stop Lamp (CHMSL)
- Driver and passenger frontal airbag; passenger side deactivation Switch
- Ford Security Package (1-Year included with activation)
- Headlamps – Quad beam jewel effect halogen
- Individual Tire Pressure Monitoring System (TPMS)
- Mirrors – Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Rear View Camera
- Remote keyless entry
- Safety belts – w/height adjustment D-ring
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control

### FORD CO-PILOT360™ TECHNOLOGY

- AutoLamp (Auto On/Off Headlamps)
  - Cruise Control
  - Hill Start Assist
- ### FUNCTIONAL
- Audio – AM/FM stereo/MP3 Player (four (4))
  - Alternator – 160 AMP
  - Battery
    - Gas engine – Grp65 68AH 750-CCA, AGM
    - Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L HO Power Stroke® Diesel engine)
  - FordPass Connect™ (5G)
    - 5G Wi-Fi hotspot connects up to 10 devices 1
    - Remotely start, lock and unlock vehicle
    - Schedule specific times to remotely start vehicle
    - Locate parked vehicle
    - Check vehicle status
  - Rear axle – Non-Limited-Slip (F-250 and F-350)
  - SYNC® 4
    - 8" LCD Capacitive Touchscreen with Swipe Capability
    - Wireless Phone Connection
    - Cloud
    - AppLink® w/App Catalog
    - 911 Assist®
    - Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual

**9950# GVWR Regular Cab 8 Ft. Box, 142"WB, 10000# GVWR**

- Base Price 4x2 (F2A/600a), (T.4) \$42,878.00
- Base Price 4x4 (F2B/600a), (T.6) \$45,365.00

**10000# GVWR SuperCab 6 3/4 Ft. SHORT Box, 148"WB, 10000# GVWR**

- Base Price 4x2 (X2A/600a) \$45,165.00
- Base Price 4x4 (X2B/600a), (T.7) \$47,697.00

**10000# GVWR SuperCab 8 Ft. Box, 164"WB, 10000# GVWR**

- Base Price 4x2 (X2A/600a), (T.5) \$45,346.00
- Base Price 4x4 (X2B/600a) (T.8) \$47,878.00

**10000# GVWR Crew Cab 6 3/4 Ft. SHORT Box, 160" WB, 10000# GVWR**

- Base Price 4x2 (W2A/600a) \$46,684.00
- Base Price 4x4 (W2B/600a) \$49,211.00

**10000# GVWR Crew Cab 8 Ft. Box, 176" WB, 10000# GVWR**

- Base Price 4x2 (W2A/600a) \$46,864.00
- Base Price 4x4 (W2B/600a) \$49,400.00

<u>Available Standard Options</u>	<u>Option</u>	<u>Price</u> <u>Reg.&amp;Super/Crewcab</u>
<input type="checkbox"/> 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	10995.00
<input type="checkbox"/> CNG/LPG Fuel Capable Engine (Gas Engine Only)	98F	315.00
<input checked="" type="checkbox"/> Engine Block Heater	41H	100.00
<input type="checkbox"/> Rapid-Heat Supplemental Cab Heater	41A	250.00
<input checked="" type="checkbox"/> Seats, 40/20/40 Split Bench Vinyl	AS	Standard
<input type="checkbox"/> Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
<input type="checkbox"/> Seat, Vinyl High Back Buckets	LS	355.00
<input type="checkbox"/> Seats, Cloth High Back Buckets	4S	515.00/615.00
<input type="checkbox"/> Interior Work Surface (40/20/40 Cloth or Vinyl Seats Only)	52S	140.00
<input type="checkbox"/> Tires, LT245/75Rx17E All-Terrain (5)	TBM	165.00
<input type="checkbox"/> Engine Idle Shutdown Timer (Can Be Set 1-30 Minutes)	86K	250.00
<input checked="" type="checkbox"/> Powercode Remote Start System	76S	250.00
<input checked="" type="checkbox"/> Power Sliding Window (Includes Privacy Glass with Heated Backlight/Rear Window Defrost <b>Super and Crew Cab Only</b> )	435/43B/924	435.00
<input type="checkbox"/> Dual Alternators 410 amp	67B	115.00
<input type="checkbox"/> Alternator 250 amp (6.8L Gas Only)	67E	85.00
<input checked="" type="checkbox"/> Dual Batteries (68 Amp.) (Gas Engines Only, Includes Dual Alternators 410 amp)	86M/67B	325.00
<input type="checkbox"/> Pro Power Onboard – 2KW (Includes Dual Batteries 86M)	43K/86M	1195.00
<input checked="" type="checkbox"/> 120V/400W Outlet	43C	175.00
<input checked="" type="checkbox"/> Keys Extra (Regular) \$75.00 x <u>  </u> =	Sig	75.00 ea
<input checked="" type="checkbox"/> Keys Extra (With Power Group) \$220.00 x <u>  </u> =	Sig	220.00 ea
<input checked="" type="checkbox"/> Trailer Brake Controller Tow Command	52B	300.00
<input type="checkbox"/> Transmission Power Take-Off Provision <b>(6.7L Diesel Only)</b>	62R	280.00
<input type="checkbox"/> Cab Steps Molded Black	18B	320.00/445.00
<input type="checkbox"/> Roof Clearance Lights	592	80.00
<input type="checkbox"/> Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
<input checked="" type="checkbox"/> Upfitter Switches (6) located in overhead console)	66S	165.00
<input checked="" type="checkbox"/> Ford Pro Upfit Integration System	18A	400.00

<input checked="" type="checkbox"/>	Snow Plow Prep Package(N/A with 67H)	473	250.00
<input type="checkbox"/>	Camper Package	471	160.00
<input type="checkbox"/>	Snow Plow/Camper Package	47B	305.00
<input type="checkbox"/>	Suspension Package, Heavy Service(N/A with 473)	67H	125.00
<input type="checkbox"/>	Payload Upgrade Package	68U	100.00
	<b>(Not Available Regular Cab 4x2 F2A)</b>		
<input checked="" type="checkbox"/>	<b>XL Chrome Pkg.</b> (Chrome front and rear step bumper, Bright Chrome Hub Covers and Center Ornaments & BoxLink with Brackets and 4 Premium Locking Cleats)	96V	225.00
<input type="checkbox"/>	<b>XL Drivers Assist Pkg.</b> (Automatic High Beam, Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning)	96D	730.00
<input type="checkbox"/>	<b>4x4 Off-Road Pkg</b> (Includes. Skid Plates, E-Locking Axle, and Tires, (5) LT245/75Rx17E All-Terrain)	17X/X3E/TBM	1090.00
<input type="checkbox"/>	<b>Tow Technology Pkg.</b> (360-Degree Camera Package, Driver Assist Package, Lane Departure Warning (XL only), Pro Trailer Backup Assist™, Pro Trailer Hitch Assist™, and Trailer Reverse Guidance)	52T/874/96D	2785.00
<input checked="" type="checkbox"/>	<b>360-Degree Camera Package</b> (Driver Assist Package, 360-Degree Camera System (Incl. Picture in Picture capability), Center High-Mounted Stop Lamp (CHMSL) Camera, Wired Aux Trailer Camera Compatibility, BLIS with Cross-Traffic Alert / BLIS with Trailer Coverage, LED Center High-Mounted Stop Lamp (CHMSL), Rear Parking Sensors, and Reverse Sensing System w/ Reverse Brake Assist)	874/96D	1880.00
<input checked="" type="checkbox"/>	Axle, Electronic Locking	X3_	430.00
<input type="checkbox"/>	Drop in Plastic Bedliner	85L	350.00
<input checked="" type="checkbox"/>	Tough Bed(Spray-in-bedliner)	85S	595.00
<input checked="" type="checkbox"/>	<del>Bed Mat(N/A w/85S Tough Bed Spray-in-Bedliner)</del>	85M	180.00
<input type="checkbox"/>	Splash Guards/Mud Flaps	61S/62S	130.00
<input type="checkbox"/>	Wheel Well Liner (Front)	61L	180.00
<input checked="" type="checkbox"/>	Wheel Well Liner Front and Rear	61N	325.00
<input checked="" type="checkbox"/>	Exterior Backup Alarm	76C	140.00
<input checked="" type="checkbox"/>	LED Box Light (Not Available with LED Warning Strobes 91S)	66L	60.00
<input type="checkbox"/>	360-Degree Dual Beacon LED Warning Strobes-Amber	91S	650.00

Total Price \$ 54,303

Colors for F-250

Exterior Colors

- Race Red
- Argon Blue Metallic
- Avalanche
- Agate Black
- Oxford White
- Carbonized Gray Metallic
- SPECIAL PAINT**
- School Bus Yellow Add \$660.00**
- Omaha Orange Add \$660.00**
- Green Gem Add \$660.00**
- Iconic Silver Metallic Add \$660.00**

Interior Steel (Grey)

- [PQ] [ ]
- [E9] [ ]
- [DR] [ ]
- [UM] [ ]
- [Z1]
- [M7] [ ]
- [BY] [ ]
- [MB] [ ]
- [W6] [ ]
- [JS] [ ]

## 2026 F-250 Reg. Cab, Super Cab, Crew Cab Major Standard Equipment

### MECHANICAL

- Brakes – Four-Wheel Disc Anti-lock Brake System (ABS)
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
  - F-250/F-350 – 6.8L 2V DEVCT NA PFI V8 Gas
- Transmission
  - TorqShift®-G ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)
- Fuel Tanks
  - 29 Gallon (Diesel Engine) – 142" or 148" Wheelbase
  - 34 Gallon (Diesel Engine) – 160" or 164" Wheelbase
  - 34 Gallon (Gas Engine) – NA 176" Wheelbase
  - 48 Gallon (Gas Engine) – 176" Wheelbase
  - 48 Gallon (Diesel Engine) – 176" Wheelbase

### EXTERIOR

- Bumpers – front & rear, black painted
- Daytime Running Lamps
- Fender vents – front
- Front Box Step and Rear Bumper Step
- Glass – solar-tinted
- Grille – black painted
- Handles – door & tailgate, black
- Jack
  - 3-Ton mechanical (250/350 SRW)
- Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
  - Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel engine only)
  - Tailgate – Removable w/key lock
  - "Three-Blink" lane change signal
- Tires
  - LT245/75Rx17E BSW A/S
- Tow hooks – front, two (2)
- 2.5" Built Ford Tough® Trailer Hitch Receiver
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Wheels
  - F-250/F-350 SRW – 17" Argent Painted Steel w/painted hub covers/center ornaments
  - Manual Locking Hubs (4x4)
  - Spare tire, wheel & carrier
- Windshield wipers – intermittent

### INTERIOR/COMFORT

- 4.2" LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications
  - Air conditioning – manual, single zone
  - Cabin Air Particulate Filter
  - Door-trim – armrest/grab handle & reflector
  - Floor covering – Black, full length vinyl
  - Instrumentation – Multi-function switch message center
  - Mirror – rearview 11.5" day/night
  - Outside Temperature Display
  - Overhead console w/dual storage bins and map lights
  - Power Equipment Group – 1 st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit switches & accessory delay; power tailgate lock

- Powerpoint – auxiliary two (2) in instrument panel
- Scuff plates – front, color-coordinated
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- Window – Rear, fixed

### SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Belt-Minder® (front safety belt reminder)
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- Securilock® Passive Anti-Theft System
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control

### FORD CO-PILOT360™ TECHNOLOGY

- AutoLamp (Auto On/Off Headlamps)
- Cruise Control
- Hill Start Assist

### FUNCTIONAL

- Audio – AM/FM stereo/MP3 Player (four (4))
- Alternator – 157 AMP
- Battery
  - Gas engine – 750-CCA, 78-AH, single
  - Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L Power Stroke® Diesel engine)
- FordPass Connect™ (5G)
  - 5G Wi-Fi hotspot connects up to 10 devices 1
  - Remotely start, lock and unlock vehicle
  - Schedule specific times to remotely start vehicle
  - Locate parked vehicle
  - Check vehicle status
- Rear axle – Non-Limited-Slip (F-250 and F-350)
- SYNC® 4
  - 8" LCD Capacitive Touchscreen with Swipe Capability
  - Wireless Phone Connection
  - Cloud
  - AppLink® w/App Catalog
  - 911 Assist®
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<input type="checkbox"/> CNG/LPG Fuel Capable Engine (Gas Engine Only)	98F	315.00
<input checked="" type="checkbox"/> Engine Block Heater	41H	100.00
<input type="checkbox"/> Rapid-Heat Supplemental Cab Heater	41A	250.00
<input checked="" type="checkbox"/> Seats, 40/20/40 Split Bench Vinyl	AS	Standard
<input type="checkbox"/> Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
<input type="checkbox"/> Seat, Vinyl High Back Buckets	LS	355.00
<input type="checkbox"/> Seats, Cloth High Back Buckets	4S	515.00/615.00
<input type="checkbox"/> Interior Work Surface (40/20/40 Cloth or Vinyl Seats Only)	52S	140.00
<input type="checkbox"/> Tires, LT245/75Rx17E All-Terrain (5)	TBM	165.00
<input type="checkbox"/> Engine Idle Shutdown Timer (Can Be Set 1-30 Minutes)	86K	250.00
<input checked="" type="checkbox"/> Powercode Remote Start System	76S	250.00
<input checked="" type="checkbox"/> Power Sliding Window (Includes Privacy Glass with Heated Backlight/Rear Window Defrost <b>Super and Crew Cab Only</b> )	435/43B/924	435.00
<input type="checkbox"/> Dual Alternators 410 amp	67B	115.00
<input type="checkbox"/> Alternator 250 amp (6.8L Gas Only)	67E	85.00
<input checked="" type="checkbox"/> Dual Batteries (68 Amp.) (Gas Engines Only, Includes Dual Alternators 410 amp)	86M/67B	325.00
<input type="checkbox"/> Pro Power Onboard – 2KW (Includes Dual Batteries 86M)	43K/86M	1195.00
<input checked="" type="checkbox"/> 120V/400W Outlet	43C	175.00
<input checked="" type="checkbox"/> Keys Extra (Regular) \$75.00 x <u>2</u> =	Sig	75.00 ea
<input checked="" type="checkbox"/> Keys Extra (With Power Group) \$220.00 x <u>1</u> =	Sig	220.00 ea
<input checked="" type="checkbox"/> Trailer Brake Controller Tow Command	52B	300.00
<input type="checkbox"/> Transmission Power Take-Off Provision ( <b>6.7L Diesel Only</b> )	62R	280.00
<input type="checkbox"/> Cab Steps Molded Black	18B	320.00/445.00
<input type="checkbox"/> Roof Clearance Lights	592	80.00
<input type="checkbox"/> Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
<input checked="" type="checkbox"/> Upfitter Switches (6) located in overhead console)	66S	165.00
<input checked="" type="checkbox"/> Ford Pro Upfit Integration System	18A	400.00

<input checked="" type="checkbox"/>	Snow Plow Prep Package(N/A with 67H)	473	250.00
<input type="checkbox"/>	Camper Package	471	160.00
<input type="checkbox"/>	Snow Plow/Camper Package	47B	305.00
<input type="checkbox"/>	Suspension Package, Heavy Service(N/A with 473)	67H	125.00
<input type="checkbox"/>	Payload Upgrade Package	68U	100.00
<b>(Not Available Regular Cab 4x2 F2A)</b>			
<input checked="" type="checkbox"/>	<b>XL Chrome Pkg.</b> (Chrome front and rear step bumper, Bright Chrome Hub Covers and Center Ornaments & BoxLink with Brackets and 4 Premium Locking Cleats)	<b>96V</b>	<b>225.00</b>
<input type="checkbox"/>	<b>XL Drivers Assist Pkg.</b> (Automatic High Beam, Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning)	<b>96D</b>	<b>730.00</b>
<input type="checkbox"/>	<b>4x4 Off-Road Pkg</b> (Includes. Skid Plates, E-Locking Axle, and Tires, (5) LT245/75Rx17E All-Terrain)	<b>17X/X3E/TBM</b>	<b>1090.00</b>
<input type="checkbox"/>	<b>Tow Technology Pkg.</b> (360-Degree Camera Package, Driver Assist Package, Lane Departure Warning (XL only), Pro Trailer Backup Assist™, Pro Trailer Hitch Assist™, and Trailer Reverse Guidance)	<b>52T/874/96D</b>	<b>2785.00</b>
<input checked="" type="checkbox"/>	<b>360-Degree Camera Package</b> (Driver Assist Package, 360-Degree Camera System (Incl. Picture in Picture capability), Center High-Mounted Stop Lamp (CHMSL) Camera, Wired Aux Trailer Camera Compatibility, BLIS with Cross-Traffic Alert / BLIS with Trailer Coverage, LED Center High-Mounted Stop Lamp (CHMSL), Rear Parking Sensors, and Reverse Sensing System w/ Reverse Brake Assist)	<b>874/96D</b>	<b>1880.00</b>
<input checked="" type="checkbox"/>	Axle, Electronic Locking	X3_	430.00
<input type="checkbox"/>	Drop in Plastic Bedliner	85L	350.00
<input checked="" type="checkbox"/>	Tough Bed(Spray-in-bedliner)	85S	595.00
<input checked="" type="checkbox"/>	<del>Bed Mat(N/A w/85S Tough Bed Spray-in-Bedliner)</del>	85M	180.00
<input type="checkbox"/>	Splash Guards/Mud Flaps	61S/62S	130.00
<input type="checkbox"/>	Wheel Well Liner (Front)	61L	180.00
<input checked="" type="checkbox"/>	Wheel Well Liner Front and Rear	61N	325.00
<input checked="" type="checkbox"/>	Exterior Backup Alarm	76C	140.00
<input checked="" type="checkbox"/>	LED Box Light (Not Available with LED Warning Strobes 91S)	66L	60.00
<input type="checkbox"/>	360-Degree Dual Beacon LED Warning Strobes-Amber	91S	650.00

Total Price \$ 54,303

Colors for F-250

Exterior Colors

Race Red  
 Argon Blue Metallic  
 Avalanche  
 Agate Black  
 Oxford White  
 Carbonized Gray Metallic

Interior Steel (Grey)

[PQ] [ ]  
 [E9] [ ]  
 [DR] [ ]  
 [UM] [ ]  
 [Z1]   
 [M7] [ ]

**SPECIAL PAINT**

**School Bus Yellow Add \$660.00** [BY] [ ]  
**Omaha Orange Add \$660.00** [MB] [ ]  
**Green Gem Add \$660.00** [W6] [ ]  
**Iconic Silver Metallic Add \$660.00** [JS] [ ]



# MEMORANDUM

To: Mayor Dean and City Council  
From: Adam Wozniak  
Date: June 15, 2026  
Subject: Resolution authorizing the West Nile Virus Expense Reimbursement Request.

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Madam Mayor and Members of City Council,

## Background

As part of our participation in the 2026 Oakland County West Nile Virus Reimbursement Program, we are required to provide the attached resolution to the County by mid-June. This resolution authorizes staff to request reimbursement of program supplies.

## Summary

- On April 10, 2026 the DPW submitted a West Nile Project Plan to Oakland County which outlined the planned activities for the calendar year. Our program focuses on the reduction of the Culex mosquito population by limiting breeding sites within the public right-of-way. This is accomplished each spring via the placement of larvicide tablets in approximately 1,500 storm structures (catch basins).
- Berkley switches product every few years to reduce the likelihood of material resistance. The current larvicide is Natular XRT as supplied by Clarke Mosquito Control. The extended release tablets have a 150-day residual providing coverage throughout the summer and early fall.
- Upon receipt of the reimbursement funds, the amount will be credited to account 592-536-758-000 (Water Sewer - Program Supplies).
- The Oakland County Program provides for a partial reimbursement of our material costs based on population and road mileage. We anticipate a reimbursement of at least \$1799.99 but that has not been confirmed yet. See table below for a history of reimbursements:

## PROGRAM FUNDING HISTORY

<b>PROGRAM YEAR</b>	<b>REIMBURSEMENT</b>
2013	\$2,010.84
2014	\$1,920.35
2015	\$1,920.35
2016	\$3,116.80
2017	\$1,920.35
2018	\$1,920.35
2019	\$1,920.35
2020	\$1,920.35
2021	\$1,920.35
2022	\$1844.72
2023	\$1844.72
2024	\$1844.72
2025	\$1844.72
2026	\$1799.99

**Recommendation**

Motion to (Approve/Deny/Postpone) a Resolution of the Council of the City of Berkley, Michigan, authorizing the West Nile Virus Expense Reimbursement Request.

**A RESOLUTION**

**of the Council of the City of Berkley, Michigan**  
**authorizing the West Nile Virus**  
**Expense Reimbursement Request**

**WHEREAS,** Upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Reimbursement Program to assist Oakland County cities, villages, and townships in addressing mosquito control activities; and

**WHEREAS,** Oakland County’s West Nile Virus Fund Program authorizes Oakland County cities, villages, and townships to apply for reimbursement of eligible expenses including mosquito larvicide material charges; and

**WHEREAS,** the City of Berkley, Oakland County, Michigan has incurred expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County’s 2026 West Nile Virus Reimbursement Program.

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

That the Mayor and City Council authorize the Director of Public Works, as an agent for the City of Berkley, to request reimbursement of eligible mosquito control material expenses under Oakland County’s 2026 West Nile Virus Fund Program.

Introduced and Passed at a Regular City Council Meeting on Monday, June 15, 2026.

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

Attest:

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

I, Victoria Mitchell, being duly appointed City Clerk of the City of Berkley, hereby certify that this is a true and correct copy of Resolution **No. R-XX-26**, which was approved by the Berkley City Council at its regular meeting held on Monday, June 15, 2026.

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



## MEMORANDUM

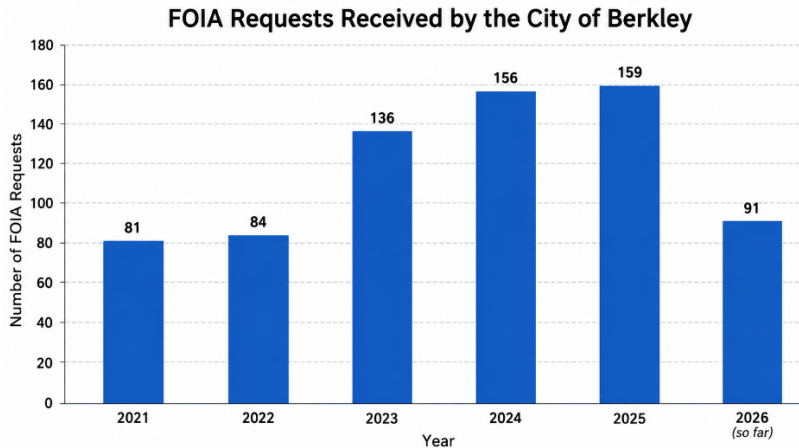
To: Mayor Dean and City Council  
From: Victoria Mitchell, City Clerk  
Date: June 15, 2026  
Subject: Civic Plus NextRequest FOIA software budgeted purchase.

---

Madam Mayor and Members of City Council,

### Background

- The Michigan Freedom of Information Act (FOIA), enacted in 1977, is a series of laws designed to guarantee that residents have access to public documents held by government bodies.
- The Clerk's Office manually manages the FOIA's highly regulated process.
- The process includes accepting the request, logging it to maintain response date compliance, disseminating it to the appropriate departments, reviewing the documents submitted by city staff for compliance, redacting information if necessary after establishing appropriate exemptions, drafting compliant response letters, tracking time, generating invoices, consulting with the city manager and city attorney when necessary, and facilitating conveyance.
- Requests have increased in number and complexity, and we are on pace to receive an unprecedented amount this year:



- The lack of an automated process costs all City staff more time, and significantly so for the Clerk’s Office staff.
- The NextRequest software by Civic Plus will create customizable templates and workflows, provide training, and offer support.
- The Clerk’s Office will begin the process immediately upon receipt of the signed Statement of Work with process mapping, and the entire process through implementation will take eight-12 weeks.
- This item is a planned purchase, and funds are included in the 2025-26 budget in account 101-215-986-000. The City received a \$2,697 discount for bundling services within the Civic Plus Platform. The bundling offers greater efficiencies throughout the City Clerk’s Office functions.
- The City Attorney reviewed the Statement of Work.

## Summary

- The Clerk’s Office seeks approval of the budgeted \$9,591 purchase for the Civic Plus NextRequest FOIA Software.
- This purchase was planned for and discussed during the 2025-26 budget process as part of the Civic Plus Platform of software modules.
- Implementation will enable greater efficiency in the Clerk’s Office and a more transparent and comprehensive experience for all users.

## Recommendation

Motion to (approve/deny/postpone) the purchase of NextRequest Civic Plus Software in the amount of \$9,591 from account 101-215-986-000 for FOIA administration, and authorize the City Clerk to sign the Statement of Work following review and approval of the terms and conditions by the City Attorney.



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-125308-1  
5/21/2026 11:05 AM  
7/5/2026

**Client:**  
City of Berkley, MI

**Bill To:**  
BERKLEY CITY, MICHIGAN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Megan Poole		megan.poole@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features

List Price - Initial Term Total	USD 12,288.00
Total Investment - Initial Term	USD 9,591.00

Annual Recurring Services (Subject to Uplift)	USD 10,788.00
Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-125308-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



# Proposal

Valid for 60 days from date of receipt

# Company Overview

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CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

## OUR PORTFOLIO INCLUDES:

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Mass Notification
- Social Media Archiving
- NextRequest
- Recreation Management
- SeeClickFix 311 CRM
- Municode Codification
- Process Automation and Digital Services
- Community Development
- Asset Management
- Utility Billing
- Resident Portal

## Company Contact Information

302 S. 4th Street, Suite 500  
Manhattan, KS 66502  
Toll Free: 888.228.2233  
Fax: 785.587.8951  
[civicplus.com](http://civicplus.com)



# Experience & Recognition

**25+** Years

**13,000+** Customers

**950+** Employees

With public service in our DNA, our 25-year heritage of success is fueled by the expertise of our product innovators—many of whom served in local government. Our commitment to deliver impactful solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government technology. We are proud to have earned the trust of our over 13,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

We're proud to be recognized in various ways for our dedication and service to our customers.

- Winner of multiple Stevie® Awards, the world's top honors for customer service, sales professionals, and more.
- Designated a top-100 U.S. company by Government Technology magazine for making a difference in the public sector.
- Selected by Inc. Magazine as "One of the Fastest Growing Privately-Held Companies in the U.S." each year since 2011.
- Certified™ by Great Place To Work®, which is a prestigious award is based entirely on what current employees say about their working experience.



## The Best-Run Local Governments Run on CivicPlus Technology

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services. However, they struggle with budget cutbacks and technology constraints. With CivicPlus, leaders can finally overcome the perpetual trade-off between the demand for better services and the realities of operational resources, by leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

CivicPlus is the only government technology company exclusively committed to being a trusted partner for impact-led government, enabling our customers to efficiently keep our communities informed, involved, and connected using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, our customers increase revenue and operate more efficiently while nurturing trust among residents.

# The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign-on for friction-free, no-hassle services. With CivicPlus, your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.



## IMPACT-LED GOVERNMENT

Impact-led government aims to create lasting community change by improving and modernizing processes with automation, collaboration, and data insights. This approach helps staff work efficiently and makes services more accessible, addressing needs proactively. Our Civic Impact Platform is guided by five core principles:

1. **Modernize and connect every function:** Work better together through intelligent automation, efficiency, and stronger collaboration.
2. **Deliver a singular, personalized resident experience:** Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. **Supercharge staff impact:** Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. **Strengthen compliance, accessibility, and readiness:** Forward-thinking best practices and continuous adaptation.
5. **Consolidate on a comprehensive, purpose-built platform:** Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.



# CivicPlus Resident Portal

## THE NEXT EVOLUTION IN DIGITAL RESIDENT ENGAGEMENT

CivicPlus Portal is a mobile-friendly, personalized online hub from which residents can quickly, easily, and securely obtain information, access resources, discover services, complete transactions, and interact with their local government administration. It is the public gateway to the Civic Impact Platform, empowering resident self-service from one central location for everything from submitting forms, referencing recent legislation, and engaging with public meetings to managing individual alert and notification preferences.



### Personalized Resident Benefits:

- One username, password, or popular platform-enabled single sign-on (via Facebook, Google, Microsoft, or Apple) to securely manage their user profile and interact with all their government resources and information.
- A personalized, customizable dashboard that serves as the launchpad to save frequently accessed digital services, view past interactions, bookmark frequent payment options, and stay up to date with featured, meaningful content.
- Anytime, anywhere access from any device.
- Enabling self-service form viewing, submission, and payments to support a variety of digital transactions from parking permits and business licenses to pet adoptions.
- Easy management of individual communication preferences related to routine and emergency alerts, website newsletters, and agenda & meeting notifications from one single view.
- A centralized hub to submit and track requests, such as public records requests, non-emergency issues, and code enforcement complaints and violations.

### Staff and Administrator Benefits:

- A low-maintenance tool for administrators to easily spotlight information, share content, and link to services to further promote local government initiatives while improving public transparency and trust.
- Ability to consolidate digital services from multiple CivicPlus and third-party solutions into one intuitive, accessible, and responsive interface.
- Consolidation of siloed alerts and notifications from the variety of solutions you control into a single view residents to sign up for and manage.
- Localization of cross-department payments and forms in one place, including those from CivicPlus and third-party solutions, enhancing residents' convenience for increased payments and engagement.
- Multi-factor authentication options and optimized for security and accessibility.



# Support Services

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## TECHNICAL SUPPORT

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available to assist with any questions or concerns regarding the technical functionality and usage of your new solution.

CivicPlus Technical Support hours typically span between 7 a.m. to 7 p.m. CST, but vary by product. You can access a Technical Support Team via a toll-free number as well as an online email support system for users to submit technical issues or questions. Our current initial response time is 4-hours for email tickets during normal hours. Further, emergency technical support for urgent requests is available 24/7 for designated, named points-of-contact for most products.



### Award-Winning Support

CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

## CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. The Help Center also provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

## CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to engage your residents most effectively.

# Proposal Disclaimer

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## Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.





# Standard Package

# NextRequest History

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NextRequest was founded with a singular vision: to transform how public agencies handle records requests. Born out of Code for America, a national nonprofit dedicated to improving government services through technology, NextRequest was purpose-built as a specialized solution to streamline the public records process. Our founders understood that transparency and accessibility are fundamental to building trust between government and residents, but that existing systems were outdated, inefficient, and often frustrating for both requesters and staff.

With a deep commitment to efficiency, compliance, and transparency, NextRequest has grown into the leading platform for automating and managing public records requests. We've tailored our solution to meet the unique needs of government agencies, with a focus on simplifying workflows, improving user experiences, and ensuring regulatory compliance.

Now a part of CivicPlus, NextRequest continues to innovate within the public sector, offering a flexible and scalable solution that helps agencies at all levels better serve their communities and fulfill public records laws with confidence.



# NextRequest at a Glance

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**Serious About Security**

SOC 2 Type II Audit, AES-256 encryption, and more



**Batch Redaction**

Draft redaction, bulk redaction, and more



**Experts in Record Requests**

Records requests software is all we do



**FOIA-Specific Customer Service**

All customers assigned a Customer Support Specialist



**950+ Customers**

And growing fast



**Customers Love Us**

Check out our glowing Capterra & G2Crowd reviews

**“The batch redaction tool is life-changing.”**

Robby Conteras, National City, CA



# Standard Plan Overview

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## Licensing

- Unlimited Staff Users
- Unlimited Departments
- 10 Admin-Publisher Users
- 2 TB Storage

## Resident-Facing Public Portal

- Unlimited Updates
- Customizable Request Form
- Real-Time Request Diversion Alerts
- Agency-Specific URL
- Optional Request and Record Publishing

## Workflows & Automation

- Due Date Calculation, Reminders, and Status Indicators
- Departmental Routing and Point of Contact Automation
- Automated Request Acknowledgment and Updates
- Task Assignment, Tracking, and Reminders
- Unlimited Message Templates
- Timeline Audit Trail, Email and Record Monitoring
- Support Any File Size or Type

## Review & Redaction with Unlimited Users

- Basic Redaction and RapidReview Module
- Custom Exemption List and Automated Log
- Custom Redaction Patterns

## Invoicing & Payments

- Unlimited Invoicing Templates
- Time Tracking and Cost Calculation
- Integration for Online Credit Card Payments (+)

## Tracking & Reporting

- Automated Reporting
- Administrative Dashboard
- Customizable Reports

## IT & Compliance

- Automated Retention Scheduling
- CivicPlus SSO Integration
- SOC 2 Type II Audit
- CJIS Attestation Available
- HIPAA Compliance Available with BAA
- Custom IdP SSO (+)
- Risk Module (+)

## Support

- In-App Chat, Phone, and Email Support
- 24/7 Help Center Access



# Plan Details

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## ADMINISTRATIVE TOOLS

- Unlimited updates to branding and public portal settings
- Configurable due date calculation, with a custom holiday calendar and configurable reminders
- Configurable departments with associated staff and staff backups
- Automatic request routing to predefined user groups or departments
- User-configurable email alert preferences
- User-configurable templates for acknowledgment, messages, and closure reasons
- Customizable tags to categorize requests

## PERMISSIONS & VISIBILITY

- Role-based permissions to allow controlled access to specific feature sets
- Default request visibility settings to ensure consistent internal visibility
- Change the visibility of a request in two clicks to make it more restricted

## REQUESTER & PUBLIC ACCESS

- Requesters are not required to create an account, no roadblocks to transparency
- Choose whether to make a request public or only available to the requester
- Records can be viewed in application or downloaded in two clicks
- Record availability and hosting is dependent on your retention schedule
- Supports any file type, including PDF, email extracts, audio, video, etc.

## CUSTOM FORMS

- Staff can customize request forms to allow requesters to select a department and provide additional information with custom fields
- Add tips, FAQs, T&C's, etc. to make the process more accessible and easier to understand for requesters
- Allow requesters to upload documents if required
- Staff can manually enter a request if it is received in another format and notate such (fax, mail, phone, etc.)

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**NEXTREQUEST  
BY THE NUMBERS**

**2M+** Requests Fulfilled  
**20M+** Documents Processed

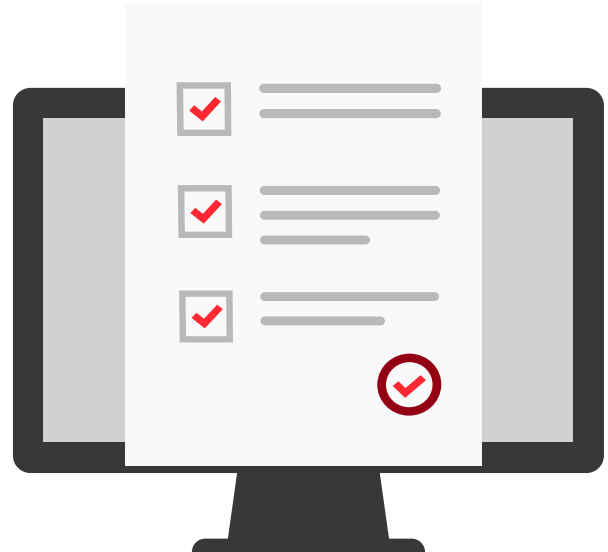


## REQUEST DIVERSION

- In seconds, create real-time keyword alerts that trigger pop-up messages for requesters
- Redirect requesters to existing information online, provide additional tips, or proactively redirect them to the correct agency
- Allow requesters to review and reference past requests and documents to reduce duplicate requests

## COMPLIANCE ENABLEMENT

- Automatic email notifications for requests that are “overdue”, “due tomorrow” and “due soon”
- Automatic status indicators show which requests are overdue, due soon, paused, etc.
- Task reminders are separate from due date reminders to ensure all steps are completed in a timeline manner
- Automated request acknowledgment to help satisfy legal requirements
- Timeline tracking of each request provides an audit trail for accountability and legal protection
- Provide additional documentation to your Timeline with custom notes
- Track if a requester has viewed a message, or viewed or downloaded released records
- Retention scheduling ensures requests and records are not kept longer than legally required
- Email bridge allows users to send messages via email without logging into the application, while still being tracked



## BASIC REDACTION

- Redact manually with rectangles and highlighters, or search for text or patterns
- Custom exemption list and custom redaction patterns
- Automatically generated redaction log for transparency and compliance
- Automatically generates both redacted and original versions of your documents

## RAPIDREVIEW MODULE

- All the functions of the Basic Redaction tool plus...
- Extract PST and MSG files for review, with email deduplication
- Efficiently review large amounts of documents and emails in context and create review workflows
- True Batch Redaction to handle hundreds of records at once, with all redactions autosaved as draft so you never lose your work
- Collaborate on redactions before finalization and release
- Take batch actions on records to move, delete, release, or zip hundreds of records at once
- Optical character recognition (OCR) available to help decipher the text on scanned documents

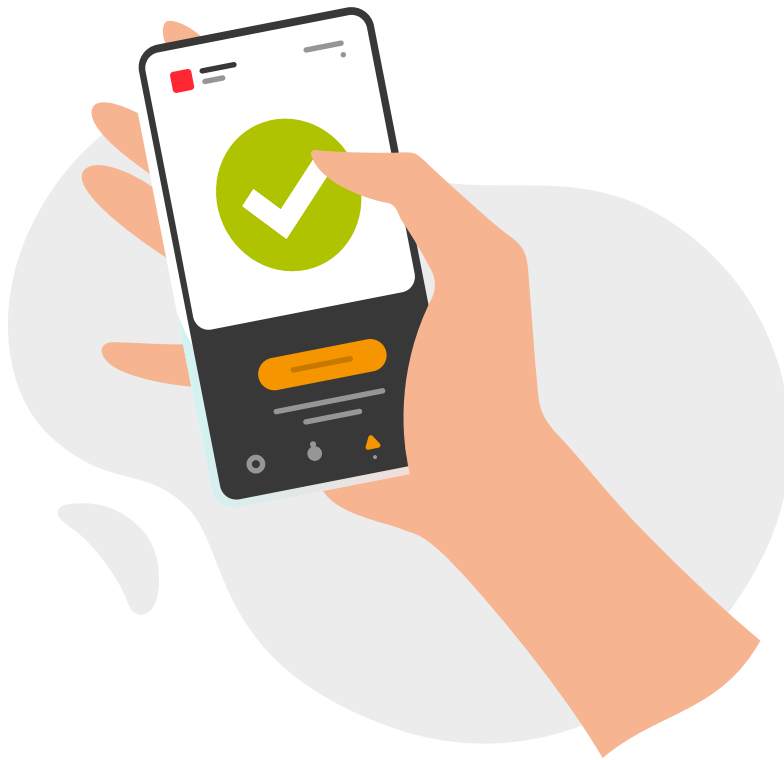


## COST, INVOICING, AND PAYMENTS

- Track staff time per request with automated cost calculation
- Send and track invoices, with option to receive payments online via credit card (PCI compliant)
- Create unlimited invoicing templates for different fees

## TRACKING AND REPORTING

- Automated reports that showcase request volume, average fulfillment, departmental breakdown and more
- The Administrative Dashboard provides quick insight to overall status and performance
- Run custom reports based on numerous request variables



Our records request software empowers organizations to collaborate remotely and asynchronously.



# Hosting & Security

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## INFRASTRUCTURE

**Application Security** – NextRequest servers and databases are hosted on Amazon Web Services. All data is hosted in the United States.

**Storage Security** – Customer image assets and documents are stored in Amazon S3.

**Backups** – Your data is backed up daily, weekly, and monthly.

**Redundancy** – We maintain redundancy to prevent single points of failure, are able to replace failed components, and utilize multiple data centers designed for resiliency.

**Disaster Recovery** – We have a step-by-step plan in place to take precautions and minimize the effects of a disaster.

## COMPLIANCE

**SOC 2 Type II Audit** – NextRequest has successfully completed a SOC 2 Type II audit.

**Accessibility** – NextRequest product is compliant with both WCAG 2.1, Level A and Level AA and also compliant with WCAG 2.2, Level A and Level AA

**CJIS** – NextRequest enables agency Criminal Justice Information Services (CJIS) compliance by mapping features and the organization to CJIS security controls.

**Encryption** – All data is encrypted at rest using AES-256 and in transit using TLS v1.2. Documents can only be accessed through a valid token that expires. For data, we encrypt in transit using TLS 1.2 and AES-256 at rest.

**Codebase** – The NextRequest codebase is built on the latest version of Ruby and Ruby on Rails. Changes are made to repositories via GitHub Pull Requests (PRs).

**HTTPS & SSL** – All web requests between web clients and NextRequest are secured by TLS version 1.2.

**Monitoring** – Standard application logs are collected daily and weekly. Individual user access is logged within the application and kept in application logs. System status reports are available 24/7 here: <https://bit.ly/2YGxbhZ>

**Security Updates** – NextRequest's architecture allows security updates to be made to all customers in real-time, preventing delays in the patching of security vulnerabilities.

**Data Destruction** – At the request of a customer, we will expunge all customer data from NextRequest servers.

## ADDITIONAL INFORMATION

**Updates & Patches** – NextRequest uses a software-as-a-service (SaaS) delivery model. This means customers are always using the most up-to-date version of the application and don't have to wait for new releases, including security updates. Development is conducted on a 2-week cycle.

**Single Sign-On (SSO)** – NextRequest can add SSO integrations including Active Directory and OAuth to improve password security and access controls across the enterprise organization.

**Password Standards** – We enforce strong passwords based on the NIST 800-63B guidelines.

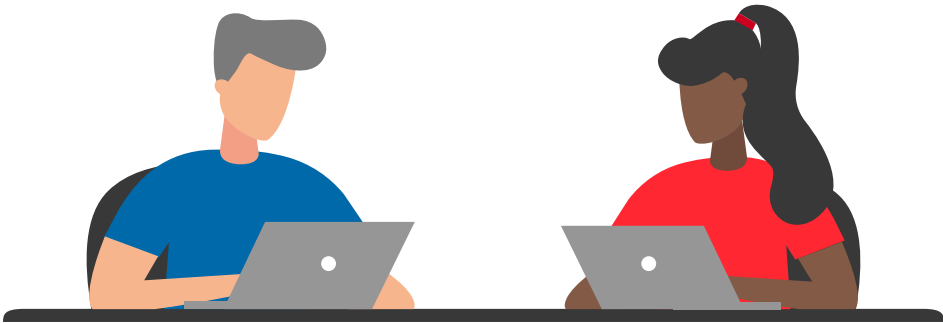
**Browser Compatibility** – NextRequest is optimized for Chrome but works with IE11 and up and other modern web browsers.



# Implementation

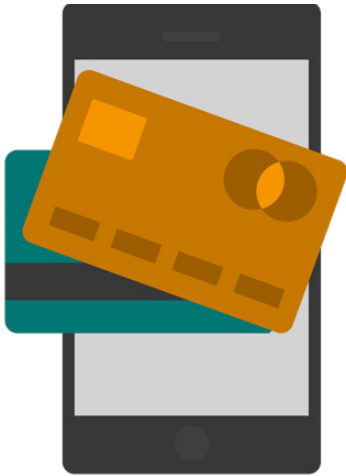
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A typical implementation process is not necessary since you are a current CivicPlus customer. A transition period and data migration are not needed. Tips and training with your customer success manager are free to better utilize all of your NextRequest solution has to offer. Should you desire more formalized training for your staff, additional training can be purchased.



# Optional Add-Ons

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## Credit Card Processing

To enhance your customer experience, CivicPlus integrates with a limited number of external payment processors to provide secure, PCI-compliant payment processing.

If utilizing a partnered external processor, CivicPlus can assist you with the facilitation, set-up, support, and troubleshooting services. In addition to our partner network, CivicPlus maintains integrations with additional external processors, in a more limited fashion, to assist you in implementing a successful system. Additional details on our supported external processor network is available upon request.

To utilize any of the integrated external processor, an agreement will need to be executed directly between you and the vendor that will assess separate merchant account and transaction fees. Use of an external processor may be subject to additional CivicPlus fees to maintain these solutions. Additional information can be provided upon request.

Because EMV devices are encrypted specifically for individual payment processors, you'll need to procure any required devices directly from your selected external processor for either purchase or rent. We are happy to assist in your procurement of such devices.

## Risk Module

- Personally Identifiable Information, like full names, phone numbers, SSNs, mailing addresses, passport numbers, and much more
- Credentials, including many common API and encryption keys
- Financial Information, like credit card and bank account numbers
- Personal Health Information, including identification numbers associated with health insurance, prescription drugs, and medical devices
- An extra layer of security to help keep track of how many documents have been reviewed and understand their 'Risk Level' on a scale from Low to High, based on the information identified



# Standard Project Timeline

A typical Standard NextRequest onboarding rollout takes ~8-12 weeks.

STAGE 1	Week 1	Key Stakeholders	<b>Process Mapping:</b> Fill out customer success plan, gather information, and add users, departments, and portal images.
	Week 2	Key Stakeholders	<b>Kickoff Call:</b> 30-60 minute meeting to outline the onboarding and training process as well as set a Go Live date.
STAGE 2	Weeks 2-3	Portal Admins	<b>Gather Info for Portal:</b> Finalize users and departments list. Update templates, alerts, tags, and custom text.
	Week 4	Portal Admins	<b>Admin Training:</b> 60-90 minute meeting for users who will be administering the portal and managing records requests as an Admin.
STAGE 3	Week 6	All Staff Users	<b>Staff Training:</b> 60 minute training for staff who will be responding to record requests within the portal. <b>Note: This staff training is via webinar only.</b>
	Week 7	Communication Team	<b>Go Live:</b> Your agency's portal is now live and available to the public.
STAGE 4	Weeks 8-12	Portal Owner(s)	<b>Check-in Review:</b> Compare the first month of NextRequest usage against 30-day success goals and how you are using NextRequest.

## OUR PROMISE TO YOU

Our team is dedicated to giving you the best experience in customer support. If your team changes, if your process changes, or if your agency evolves we're here to help you transition and get you back on track.

**A PROCLAMATION  
of the Council of the City of Berkley, Michigan  
Designating June as National Cancer Survivors Month**

**WHEREAS**, the City of Berkley, Michigan, is a community built on compassion, strength, and mutual support, dedicated to honoring and uplifting all its residents, particularly those facing life's greatest challenges; and

**WHEREAS**, a "cancer survivor" is defined as anyone living with a history of cancer—from the moment of diagnosis through the remainder of life—and Berkley is proud to be home to many courageous survivors, their families, and care teams; and

**WHEREAS**, advancements in medical research, early detection, and treatment have dramatically increased survival rates, allowing millions of people to live full, vibrant lives after a cancer diagnosis; and

**WHEREAS**, survivorship brings unique medical, emotional, and financial challenges that require ongoing awareness, community resources, and robust support systems; and

**WHEREAS**, National Cancer Survivors Month is an annual tribute to the resilience of those who have stared down this disease, an inspiration to those newly diagnosed, and an expression of profound gratitude to the families, friends, healthcare professionals, and researchers who support them; and

**WHEREAS**, the City of Berkley wishes to honor the strength of our local survivors, remember those we have lost, and reaffirm our commitment to supporting ongoing cancer research, education, and accessible care for all.

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

**SECTION 1:** That the City Council, on behalf of all local residents, designates June 2026 as National Cancer Survivors Month; and,

**SECTION 2:** The City Council encourages all residents to join in celebrating the triumphs of our local survivors, raising awareness for the challenges of survivorship, and continuing to support the fight against cancer.

*Proclaimed this 15th day of June 2026 at a Regular Meeting of the Berkley City Council.*

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Bridget Dean, Mayor

Attest:

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Victoria Mitchell, City Clerk



## MEMORANDUM

To: Mayor Dean and City Council  
From: Carl Johnson  
Date: June 15, 2026  
Subject: Approval of Special Assessment Rolls No. 101 and No. 102 and Authorizing Placement of the unpaid balances on the 2026 Property Tax Roll.

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Madam Mayor and Members of City Council,

### **Background**

Annually, delinquent receivable balances over six months old are transferred to the summer property tax roll per the City ordinance. Property owners with outstanding balances are provided an opportunity to remit payment prior to the transfer process. Delinquent balances are combined into a formal special assessment roll. Delinquent balances remaining unpaid may be placed on the property tax roll through the special assessment process upon approval by City Council.

### **Summary**

A review of delinquent receivable accounts was completed as of March 27, 2026. Delinquent utility balances as of March 27, 2026, that were more than 6 months old were compiled for possible roll to tax. Payments were allowed on the outstanding balances through June 2, 2026. The remaining unpaid balances are proposed for placement on the 2026 property tax roll. Special Assessment Roll No. 101 contains delinquent utility charges (water, sewer and trash collection charges) totaling \$573,888.20. Special Assessment Roll No. 102 contains delinquent weed/grass cutting charges totaling \$1,200.00.

### **Recommendation**

Motion to (Approve/Deny/Postpone) the attached resolution approving Special Assessment Roll No. 101 and Special Assessment Roll No. 102 and authorizing placement of the delinquent charges on the 2026 property tax roll.

**SPECIAL ASSESSMENT ROLL NO. 101****Delinquent Water and Sewer Charges**

City of Berkley, Michigan

June 2nd, 2026

**Section 3**

<u>Parcel Number</u>	<u>Amount</u>
04-25-18-401-006	810.98
04-25-18-329-031	604.45
04-25-18-329-033	419.40
04-25-18-332-022	1,263.04
04-25-18-332-027	576.27
04-25-18-332-028	892.48
04-25-18-379-003	687.44
04-25-18-332-010	866.54
04-25-18-332-007	546.63
04-25-18-329-007	307.38
04-25-18-331-021	610.87
04-25-18-331-019	1,797.88
04-25-18-328-025	139.80
04-25-18-328-012	1,070.35
04-25-18-331-005	275.65
04-25-18-331-014	829.48
04-25-18-327-024	1,175.33
04-25-18-327-011	969.07
04-25-18-377-007	918.42
04-25-18-376-028	675.09
04-25-18-376-026	329.99
04-25-18-376-019	21.66
04-25-18-326-008	289.24
04-25-18-376-004	343.58
04-25-18-354-026	878.89
04-25-18-308-031	489.54
04-25-18-304-031	662.74
04-25-18-304-017	1,050.58
04-25-18-304-001	880.13
04-25-18-308-001	1,318.61
04-25-18-308-009	957.94
04-25-18-308-016	713.38
04-25-18-353-024	1,048.12
04-25-18-307-022	1,054.52
04-25-18-303-021	953.01
04-25-18-303-011	397.26
04-25-18-307-005	775.14
04-25-18-307-013	357.16
04-25-18-353-007	1,365.55
04-25-18-352-025	623.22
04-25-18-306-016	1,076.51
04-25-18-302-028	558.27
04-25-18-306-015	765.25
04-25-18-302-008	1,198.81
04-25-18-301-016	623.22
04-25-18-301-024	484.86
04-25-18-305-014	903.60
04-25-18-305-015	166.97
04-25-18-305-018	508.34
04-25-18-301-001	864.08
04-25-18-301-002	1,402.62
04-25-18-301-005	1,365.56
04-25-18-301-007	665.20

04-25-18-301-009	328.68
04-25-18-351-004	1,004.88
04-25-18-351-013	1,165.41
04-25-18-206-013	537.20
04-25-18-201-017	665.20
04-25-18-201-013	1,060.47
04-25-18-201-009	1,351.98
04-25-18-133-026	370.75
04-25-18-133-033	1,099.99
04-25-18-179-036	1,019.71
04-25-18-179-010	623.22
04-25-18-129-003	356.18
04-25-18-128-023	1,018.48
04-25-18-132-032	80.00
04-25-18-178-025	621.98
04-25-18-178-038	921.83
04-25-18-178-019	675.09
04-25-18-178-018	302.82
04-25-18-178-012	954.25
04-25-18-132-011	457.69
04-25-18-127-028	828.25
04-25-18-127-025	292.70
04-25-18-131-029	1,008.59
04-25-18-131-032	1,238.33
04-25-18-131-040	852.96
04-25-18-177-016	726.96
04-25-18-177-008	53.47
04-25-18-131-007	0.80
04-25-18-126-009	535.51
04-25-18-130-037	1,621.25
04-25-18-176-027	465.84
04-25-18-176-030	487.10
04-25-18-176-035	1,145.70
04-25-18-176-012	741.79
04-25-18-130-018	902.37
04-25-18-130-011	920.88
04-25-18-104-021	152.51
04-25-18-104-037	945.59
04-25-18-104-034	970.30
04-25-18-154-010	456.46
04-25-18-104-010	854.18
04-25-18-103-019	712.14
04-25-18-107-033	495.99
04-25-18-107-034	732.01
04-25-18-153-014	686.20
04-25-18-153-015	564.92
04-25-18-153-022	1,006.13
04-25-18-107-051	1,616.32
04-25-18-107-010	661.50
04-25-18-103-008	435.69
04-25-18-152-018	1,589.12
04-25-18-152-019	1,190.15
04-25-07-356-030	725.72
04-25-07-356-022	234.90
04-25-07-356-017	343.58
04-25-07-352-030	854.19
04-25-07-302-018	1,007.90
04-25-07-303-007	944.41
04-25-07-303-014	713.37
04-25-07-353-010	1,095.06
04-25-07-353-012	277.81

04-25-07-357-008	673.86
04-25-07-357-015	448.82
04-25-07-357-030	791.19
04-25-07-353-028	1.02
04-25-07-383-013	475.71
04-25-07-383-004	452.26
04-25-07-383-001	935.73
04-25-07-378-015	612.09
04-25-07-378-012	1,018.48
04-25-07-378-007	534.28
04-25-07-328-013	520.71
04-25-07-328-005	734.39
04-25-07-328-020	651.61
04-25-07-328-022	521.93
04-25-07-328-028	672.63
04-25-07-378-021	1,129.66
04-25-07-378-024	419.40
04-25-07-378-029	849.22
04-25-07-384-005	860.38
04-25-07-379-010	1,275.39
04-25-07-379-005	640.21
04-25-18-106-007	892.48
04-25-18-101-022	1,161.78
04-25-18-101-030	1,286.51
04-25-18-101-032	1,058.00
04-25-18-105-054	660.27
04-25-18-105-036	813.44
04-25-18-105-037	248.48
04-25-18-105-039	1,022.17
04-25-18-151-032	442.31
04-25-18-151-017	1,095.06
04-25-18-151-006	789.96
04-25-18-151-003	1,046.88
04-25-18-151-001	371.34
04-25-18-105-022	581.19
04-25-18-105-018	425.09
04-25-18-105-048	1,119.77
04-25-18-101-019	1,178.10
04-25-18-101-011	88.64
04-25-07-358-007	777.60
04-25-07-354-012	106.15
04-25-07-304-014	919.08
04-25-07-304-009	638.04
04-25-07-304-017	1,162.32
04-25-07-304-023	525.40
04-25-07-304-026	1,174.11
04-25-07-354-023	367.31
04-25-07-358-027	725.72
04-25-07-381-006	1,065.43
04-25-07-376-004	623.22
04-25-07-326-016	852.60
04-25-07-381-024	840.61
04-25-07-381-020	714.61
04-25-07-376-032	1,111.10
04-25-07-376-020	547.35
04-25-07-376-018	772.43
04-25-07-326-024	531.20
04-25-07-326-021	234.90
04-25-07-327-003	571.34
04-25-07-377-012	857.81
04-25-07-382-007	777.60

04-25-07-382-045	1,006.13
04-25-07-382-047	617.02
04-25-07-382-019	995.00
04-25-07-377-027	1,007.35
04-25-07-380-011	907.30
04-25-07-380-038	457.69
04-25-07-330-012	109.70
04-25-07-330-018	695.85
04-25-07-380-022	419.40
04-25-07-380-023	275.29
04-25-07-380-042	572.57
04-25-07-385-017	703.54
04-25-07-385-026	234.90
04-25-07-451-002	750.40
04-25-07-406-012	42.35
04-25-07-406-009	435.23
04-25-07-406-008	676.32
04-25-07-401-017	610.87
04-25-07-401-016	237.20
04-25-07-401-005	701.02
04-25-07-355-010	537.75
04-25-07-355-005	815.90
04-25-07-351-016	1,159.29
04-25-07-351-009	503.71
04-25-07-351-004	546.63
04-25-07-301-012	687.44
04-25-07-301-010	1,329.95
04-25-07-351-025	586.15
04-25-07-355-027	610.87
04-25-07-356-009	635.57
04-25-07-352-015	724.50
<b>Total</b>	<b>\$ 150,223.82</b>

**Section 1 & 4**

<u>Parcel Number</u>	<u>Amount</u>
04-25-16-354-041	672.59
04-25-16-354-041	661.19
04-25-16-354-035	329.99
04-25-16-354-033	83.35
04-25-16-354-024	1,435.98
04-25-17-480-024	1,159.28
04-25-17-480-035	978.92
04-25-17-460-056	551.89
04-25-17-460-048	1,048.11
04-25-17-460-047	447.58
04-25-17-460-046	546.63
04-25-17-460-041	299.49
04-25-17-460-001	1,654.75
04-25-17-459-025	643.97
04-25-17-459-014	1,148.23
04-25-17-459-013	915.93
04-25-17-383-002	914.72
04-25-17-460-010	572.56
04-25-17-460-021	841.83
04-25-17-480-008	533.77
04-25-16-354-002	817.13
04-25-17-382-044	1,025.90
04-25-17-382-022	470.05
04-25-17-382-019	698.56
04-25-17-382-009	422.88
04-25-17-382-006	661.50

04-25-17-382-005	419.40
04-25-17-357-013	1,206.24
04-25-17-355-015	955.48
04-25-17-356-024	1,447.07
04-25-17-380-035	973.71
04-25-17-380-037	841.84
04-25-17-380-015	495.98
04-25-17-380-005	904.84
04-25-17-356-008	690.37
04-25-16-353-043	990.29
04-25-17-458-055	267.93
04-25-17-458-031	815.90
04-25-17-458-002	694.87
04-25-17-457-013	712.14
04-25-17-381-008	508.34
04-25-17-457-001	901.14
04-25-17-458-007	929.55
04-25-17-458-009	1,159.29
04-25-17-458-011	1,309.99
04-25-17-458-061	828.25
04-25-17-458-022	1,468.08
04-25-16-353-008	827.01
04-25-16-353-011	364.57
04-25-16-353-012	710.66
04-25-17-354-016	1,086.40
04-25-17-354-018	313.16
04-25-17-354-022	676.32
04-25-17-378-022	718.42
04-25-17-378-035	546.64
04-25-17-353-005	289.90
04-25-17-352-012	203.92
04-25-17-376-023	962.62
04-25-17-376-024	726.96
04-25-17-376-028	919.65
04-25-17-376-040	598.51
04-25-16-352-018	1,238.33
04-25-17-456-050	713.37
04-25-17-456-048	801.08
04-25-17-456-042	624.44
04-25-17-456-033	778.37
04-25-17-455-014	583.69
04-25-17-455-009	575.03
04-25-17-456-026	957.97
04-25-17-478-002	451.85
04-25-17-478-011	840.60
04-25-17-478-014	660.51
04-25-16-351-008	184.34
04-25-17-477-031	967.83
04-25-17-477-022	1,074.88
04-25-17-454-035	661.50
04-25-17-454-033	1,622.47
04-25-16-309-004	567.64
04-25-17-476-029	1,056.76
04-25-17-476-027	501.92
04-25-17-476-024	812.20
04-25-17-476-019	329.01
04-25-17-476-018	316.41
04-25-17-452-057	572.57
04-25-17-452-054	854.19
04-25-17-452-037	993.77
04-25-17-328-013	701.02

04-25-17-328-008	636.80
04-25-17-329-015	710.91
04-25-17-330-014	943.13
04-25-17-330-008	991.31
04-25-17-376-012	609.63
04-25-17-376-008	262.07
04-25-17-352-001	419.40
04-25-17-332-007	1,119.77
04-25-17-305-030	1,134.58
04-25-17-305-028	902.41
04-25-17-304-016	1,256.69
04-25-17-304-015	2,189.44
04-25-17-305-003	1,449.86
04-25-17-305-008	677.56
04-25-17-327-022	866.54
04-25-17-302-013	646.68
04-25-17-303-005	1,268.37
04-25-17-303-008	791.19
04-25-17-327-035	1,546.08
04-25-17-327-013	588.62
04-25-17-326-023	827.02
04-25-17-476-002	1,173.14
04-25-17-452-062	520.18
04-25-17-452-024	995.00
04-25-17-452-019	671.39
04-25-17-452-009	621.98
04-25-17-452-007	402.53
04-25-17-452-005	638.04
04-25-17-451-031	1,826.28
04-25-17-451-001	1,099.98
04-25-17-336-009	1,471.81
04-25-17-408-033	218.47
04-25-17-408-071	88.92
04-25-17-408-059	903.60
04-25-17-408-063	678.79
04-25-17-432-018	959.17
04-25-17-432-037	1,599.00
04-25-17-408-024	1,019.70
04-25-17-408-073	1,910.29
04-25-17-408-010	598.51
04-25-17-408-002	709.69
04-25-17-427-006	21.36
04-25-17-404-005	1,018.48
04-25-17-403-010	1,565.66
04-25-17-403-009	735.62
04-25-17-403-007	437.69
04-25-17-401-025	279.60
04-25-17-402-024	207.73
04-25-17-402-032	1,067.89
04-25-17-402-011	781.30
04-25-17-402-005	914.72
04-25-17-260-054	1,491.55
04-25-17-182-007	1,081.46
04-25-17-182-002	1,434.71
04-25-17-259-008	554.52
04-25-17-259-009	747.98
04-25-17-258-019	1,098.75
04-25-17-253-010	855.42
04-25-17-255-003	419.40
04-25-17-253-007	1,506.37
04-25-17-180-008	2,297.03

04-25-17-180-006	2,636.58
04-25-17-405-015	643.97
04-25-17-405-020	686.21
04-25-17-430-015	638.04
04-25-17-430-022	302.82
04-25-17-405-001	131.24
04-25-17-403-014	275.65
04-25-17-403-016	507.73
04-25-17-404-033	840.61
04-25-17-154-023	518.54
04-25-17-156-003	688.67
04-25-17-179-009	649.15
04-25-17-179-027	1,611.35
04-25-17-179-022	2,220.31
04-25-17-156-016	234.90
04-25-17-181-001	1,450.80
04-25-17-181-015	125.13
04-25-17-181-032	1,087.63
04-25-17-181-028	993.77
04-25-17-181-025	866.54
04-25-17-181-024	738.08
04-25-17-157-019	983.88
04-25-17-157-016	122.18
04-25-17-258-003	436.38
04-25-17-257-015	1,293.27
04-25-17-257-014	764.02
04-25-17-257-003	1,279.05
04-25-17-152-023	299.77
04-25-17-151-029	444.10
04-25-17-153-008	1,119.76
04-25-17-153-015	148.21
04-25-17-154-002	628.14
04-25-17-154-008	186.38
04-25-17-154-009	903.60
04-25-17-178-001	862.81
04-25-17-178-019	1,707.78
04-25-17-205-015	2,438.21
04-25-17-205-016	1,666.91
04-25-17-252-012	2,940.67
04-25-17-257-027	847.62
04-25-17-258-017	1,225.38
04-25-16-352-026	7,496.74
04-25-17-358-017	1,846.77
04-25-18-479-039	1,731.34
04-25-18-377-032	21.98
04-25-18-376-033	1,532.34
04-25-18-376-034	1,512.71
04-18-30-500-010	1,311.67
04-25-18-103-001	3,812.70
04-25-18-204-005	191.49
04-25-18-227-003	445.03
04-25-18-227-003	182.32
04-25-18-229-033	7,375.77
04-25-18-233-033	1,590.07
04-25-18-279-020	3,288.40
04-25-18-279-020	751.21
04-25-18-427-034	3,379.75
04-25-18-477-051	3,387.89
04-25-17-155-015	1,066.73
04-25-17-153-002	1,169.14
04-25-17-153-001	1,170.36

04-25-17-105-005	2,128.06
04-25-17-103-003	463.10
04-25-07-453-036	632.47
04-25-07-452-032	3,827.10
04-25-07-381-037	934.34
<b>Total</b>	<b>\$ 212,301.06</b>

**Section 2**

Parcel Number	Amount
04-25-07-401-026	1,154.57
04-25-07-401-034	809.97
04-25-07-402-003	1,014.99
04-25-07-402-015	23.42
04-25-07-402-017	357.42
04-25-07-402-033	657.89
04-25-07-403-007	459.93
04-25-07-403-022	850.72
04-25-07-403-026	937.18
04-25-07-403-030	1,216.34
04-25-07-404-006	774.13
04-25-07-404-012	1,535.02
04-25-07-404-018	1,292.92
04-25-07-404-020	724.72
04-25-07-404-029	168.65
04-25-07-405-015	1,432.50
04-25-07-406-026	1,180.53
04-25-07-407-013	221.72
04-25-07-407-015	1,729.90
04-25-07-407-046	890.63
04-25-07-408-003	840.83
04-25-07-408-005	935.95
04-25-07-408-008	32.47
04-25-07-408-023	509.89
04-25-07-408-024	930.77
04-25-07-408-026	1,720.32
04-25-07-409-003	812.43
04-25-07-409-007	359.87
04-25-07-409-028	1,643.73
04-25-07-410-025	1,295.39
04-25-07-410-026	154.76
04-25-07-426-001	2,202.05
04-25-07-427-005	329.99
04-25-07-427-010	1,460.16
04-25-07-430-015	1,305.28
04-25-07-432-016	1,367.04
04-25-07-433-006	1,688.15
04-25-07-434-010	1,973.50
04-25-07-434-037	242.58
04-25-07-452-044	1,799.30
04-25-07-453-025	1,541.19
04-25-07-453-031	1,732.64
04-25-07-453-038	3,193.89
04-25-07-453-043	260.56
04-25-07-454-004	1,827.77
04-25-07-454-006	1,630.13
04-25-07-455-004	901.36
04-25-07-455-013	1,901.89
04-25-07-455-017	1,331.23
04-25-07-455-026	1,388.99
04-25-07-476-018	665.58
04-25-07-477-013	1,283.03

04-25-07-478-016	1,436.19
04-25-17-102-013	615.28
04-25-17-103-016	1,279.35
04-25-17-103-018	1,649.90
04-25-17-103-020	49.84
04-25-17-105-012	1,191.64
04-25-17-105-019	861.84
04-25-17-107-012	1,064.41
04-25-17-107-024	1,493.01
04-25-17-108-001	954.35
04-25-17-108-021	975.47
04-25-17-126-016	24.36
04-25-17-130-013	1,768.50
04-25-17-131-003	2,835.69
04-25-17-133-002	812.43
04-25-17-133-003	2,467.91
04-25-17-151-009	1,493.32
04-25-17-151-016	711.14
04-25-17-152-002	1,914.24
04-25-17-152-004	370.75
04-25-17-152-006	998.95
04-25-17-176-004	1,623.96
04-25-17-202-003	1,308.98
04-25-17-203-013	493.01
04-25-17-251-002	805.47
04-25-17-252-003	1,848.78
04-25-18-201-028	405.05
04-25-18-202-013	1,047.10
04-25-18-202-016	1,228.70
04-25-18-202-019	865.98
04-25-18-203-025	207.73
04-25-18-204-009	16.42
04-25-18-204-019	329.99
04-25-18-205-010	1,381.86
04-25-18-205-017	1,115.05
04-25-18-205-025	493.01
04-25-18-205-036	873.59
04-25-18-205-037	891.73
04-25-18-206-031	1,092.81
04-25-18-206-032	2,604.71
04-25-18-207-012	1,280.57
04-25-18-207-020	1,247.22
04-25-18-207-026	411.50
04-25-18-207-028	674.62
04-25-18-207-030	887.77
04-25-18-208-003	522.98
04-25-18-208-018	121.06
04-25-18-209-004	1,457.21
04-25-18-209-011	989.06
04-25-18-209-023	876.66
04-25-18-209-027	1,059.79
04-25-18-210-003	823.54
04-25-18-210-012	1,352.22
04-25-18-210-026	324.73
04-25-18-226-009	1,927.82
04-25-18-226-019	1,458.44
04-25-18-226-027	1,785.78
04-25-18-227-017	416.53
04-25-18-228-013	1,359.62
04-25-18-231-015	27.53
04-25-18-231-023	857.58

04-25-18-231-038	914.95
04-25-18-231-039	1,370.74
04-25-18-232-014	848.25
04-25-18-232-016	1,254.64
04-25-18-232-017	1,512.53
04-25-18-232-030	269.53
04-25-18-232-036	1,377.63
04-25-18-232-038	1,203.99
04-25-18-252-008	221.31
04-25-18-252-011	2,220.56
04-25-18-252-014	194.14
04-25-18-252-018	1,077.99
04-25-18-252-023	1,360.86
04-25-18-252-030	1,206.45
04-25-18-252-039	1,029.81
04-25-18-253-010	1,375.68
04-25-18-254-014	909.85
04-25-18-254-018	139.80
04-25-18-254-024	1,736.37
04-25-18-254-026	251.07
04-25-18-254-036	2,257.63
04-25-18-254-037	1,316.40
04-25-18-255-018	1,166.94
04-25-18-255-023	1,226.19
04-25-18-255-040	757.38
04-25-18-276-015	1,200.30
04-25-18-276-024	1,509.08
04-25-18-276-031	661.36
04-25-18-276-033	574.20
04-25-18-277-004	1,774.66
04-25-18-277-007	1,065.64
04-25-18-277-046	6.21
04-25-18-278-019	992.95
04-25-18-279-004	354.33
04-25-18-402-013	747.51
04-25-18-402-024	993.71
04-25-18-402-026	152.54
04-25-18-402-030	1,016.26
04-25-18-402-043	1,159.50
04-25-18-402-044	559.20
04-25-18-402-046	386.44
04-25-18-402-048	1,091.59
04-25-18-403-027	1,685.72
04-25-18-404-009	937.17
04-25-18-404-017	1,922.89
04-25-18-404-019	408.29
04-25-18-404-027	2,339.04
04-25-18-404-037	2,006.77
04-25-18-426-004	189.04
04-25-18-426-007	1,866.05
04-25-18-427-008	1,097.49
04-25-18-427-009	49.52
04-25-18-427-016	890.24
04-25-18-427-036	963.12
04-25-18-428-008	2,135.33
04-25-18-428-014	1,378.17
04-25-18-429-012	1,364.58
04-25-18-429-028	924.83
04-25-18-429-032	1,369.51
04-25-18-429-036	671.14
04-25-18-430-029	1,275.65

04-25-18-431-009		1,917.94
04-25-18-431-010		1,521.44
04-25-18-431-011		1,287.88
04-25-18-431-014		153.39
04-25-18-451-021		444.08
04-25-18-452-004		1,136.31
04-25-18-452-011		1,698.08
04-25-18-452-023		1,290.46
04-25-18-453-002		709.90
04-25-18-453-020		58.73
04-25-18-453-021		1,079.23
04-25-18-453-025		900.12
04-25-18-453-028		938.71
04-25-18-454-005		411.70
04-25-18-454-008		84.34
04-25-18-454-009		1,417.69
04-25-18-454-011		1,196.65
04-25-18-454-021		1,384.07
04-25-18-476-017		135.06
04-25-18-476-023		344.02
04-25-18-476-030		765.25
04-25-18-477-001		773.69
04-25-18-478-001		1,763.54
04-25-18-478-012		939.64
04-25-18-478-013		1,910.54
04-25-18-478-018		812.42
04-25-18-479-002		787.72
04-25-18-479-004		419.40
<b>Total</b>	<b>\$</b>	<b>211,363.32</b>
<b>Grand Total</b>	<b>\$</b>	<b>573,888.20</b>

**SPECIAL ASSESSMENT ROLL NO. 102**

**Delinquent Weed Cutting Charges**

City of Berkley, Michigan

June 2nd, 2026

<u>Parcel Number</u>	<u>Amount</u>
04-25-17-458-002	300.00
04-25-18-201-027	300.00
04-25-07-380-022	300.00
04-25-07-351-016	300.00
<b>Total</b>	<b>\$ 1,200.00</b>
 <b>Grand Total</b>	 <b>\$ 1,200.00</b>

**A RESOLUTION**  
**OF THE CITY COUNCIL OF THE CITY OF BERKLEY, MICHIGAN**  
**APPROVING SPECIAL ASSESSMENT ROLL NO. 101 FOR DELINQUENT UTILITY**  
**CHARGES, SPECIAL ASSESSMENT ROLL NO. 102 FOR DELINQUENT WEED CUTTING**  
**CHARGES, AND AUTHORIZING PLACEMENT ON THE 2026 PROPERTY TAX ROLL.**

**WHEREAS**, each year the City reviews delinquent receivables that have remained unpaid for six months or more for transfer to the property tax roll, and

**WHEREAS**, Special Assessment Roll No. 101 has been prepared for delinquent utility charges that remain unpaid for transfer to the property tax roll, and

**WHEREAS**, Special Assessment Roll No. 102 has been prepared for delinquent weed cutting charges that remain unpaid for transfer to the property tax roll, and

**WHEREAS**, the City Council has reviewed the attached special assessment rolls and finds them to be in order,

**NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES**, that Special Assessment Roll No. 101 for delinquent utility charges, totaling \$573,888.20, is hereby approved.

**BE IT FURTHER RESOLVED**, that Special Assessment Roll No. 102 for delinquent weed cutting charges, totaling \$1,200.00, is hereby approved.

**BE IT FURTHER RESOLVED**, that the City Treasurer is authorized and directed to take all actions necessary to place the approved assessments upon the 2026 property tax roll.

Introduced and Passed at the City Council Meeting held on Monday, June 15, 2026.

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

Attest:

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



## MEMORANDUM

To: Mayor Dean and City Council  
From: Carl Johnson  
Date: June 15, 2026  
Subject: Amendment 2026-5 of the 2025-26 Budget as Presented.

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Madam Mayor and Members of City Council,

### **Background**

The State of Michigan Budget Act requires the City to adopt an annual budget prior to each fiscal year and amend it as necessary to maintain compliance throughout the year.

As the fiscal year draws to a close, the City has reviewed projected year-end revenues and expenditures for all funds. The proposed budget amendment is presented to align the amended budget with anticipated year-end activity and ensure appropriations are sufficient through June 30, 2026. The attached amendment summarizes the proposed adjustments, with supporting detail provided for reference.

### **Summary**

See attached memo.

### **Recommendation**

Motion to (approve/deny/postpone) the fourth quarter budget amendment 2026-5 for the 2025-26 fiscal year as presented.



# MEMORANDUM

To: Mayor Dean and City Council  
From: Carl Johnson, Finance Director  
  
Date: *June 15, 2026*  
Subject: Fourth Quarter Budget Amendment 2026-5

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Madam Mayor and Members of City Council,

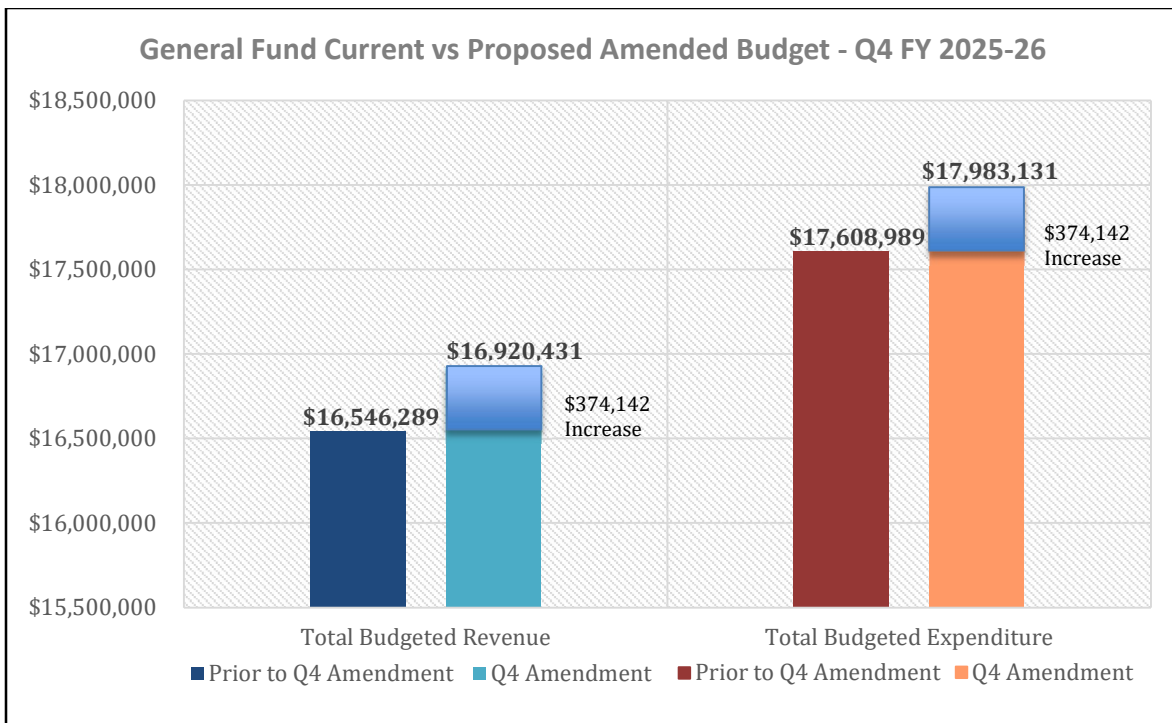
## **Background**

The State of Michigan Budget Act requires the City to adopt an annual budget prior to each fiscal year and amend it as necessary to maintain compliance throughout the year. The Act also requires the General and all Special Revenue Funds expenditures be properly appropriated.

As the fiscal year draws to a close, finance reviews projected year-end revenues and expenditures for all funds. The proposed budget amendment is presented to align the current amended budget with anticipated year-end activity and ensure appropriations are sufficient through June 30, 2026. The attached amendment summarizes the proposed adjustments by department, with supporting line-item detail provided for reference.

## **Summary**

The proposed budget amendment includes changes to the General, Streets, Recreation Revolving, Senior Activity and Parking Funds. The adjustments proposed for almost all funds have a net zero impact on fund balances as the increase in expenditures is offset by an equal increase in revenue. The Budget Act does not allow for budget amendments after the fiscal year ends, so the June 15, 2026 council meeting is the last opportunity to make any final adjustments. Overall, these amendments align the budgets with the year-to-date activity, while trying to estimate the ultimate ending revenues and expenditure balances.



**Summary of Material Proposed Amendments is as Follows:**

**General Fund**

- The community development department is reviewing and reconciling old building escrow deposits. The reconciliation project has resulted in one-time forfeiture revenue of \$22,000.
- A new equipment rental software was implemented in BSA timesheets system in January 2026 for better tracking of rental charges. DPW workers are also spending more time on projects for other funds. The net result is an increase in rental reimbursement revenue from other funds of \$325,000.
- Overall, self-insured healthcare costs are running higher than prior year and budget. There is also a department shift with retiree healthcare costs being up \$130,000 offset by a reduction to active benefit costs of approximately the same amount.
- As mentioned in previous quarters, the required contribution to the Public Safety Pension System increased in the current year by more than \$500,000 over the original budgeted amount. The actuary amount was not available when the 25/26 budget was passed. Prior amendments have been made during the year to cover this difference with the remaining balance of \$273,742 included in this amendment.
- Public safety vehicle purchases in the current year included balances rolled over from the prior fiscal year. The roll over balances did not include the additional costs related to outfitting and detailing the cars which requires an additional amendment of \$86,000.
- Dispatch capital outlay is being increased to cover the County mandated 911 system improvements which exceeded the original county estimate and our budget by \$20,000.
- The balance of the amendments is for various increases and decreases throughout most departments to reflect projected year-end balances using savings in one department to offset overages in other departments.

**Major and Local Street Funds**

- Local streets overall experienced an increase in activity over prior year and budget by \$171,500. The additional costs in Local were also reflected by a decrease in costs in the Major Street Fund. The proposed amendment transfers an additional \$150,000 from Major to Local Streets to cover the costs.

**Recreation Revolving and Senior Activities Funds**

- The amendment proposes increasing revenues to reflect increased revenues for grants and charges for services and to recognize the additional related costs associated with these programs.

**Recommendation**

Approval of the fourth quarter budget amendment 2026-5 for the 2025-26 fiscal year as presented.

**RESOLUTION**

NOW, THEREFORE BE IT RESOLVED that the following  
Budget Amendment #2026-5 is authorized:

	<b>INCREASE (DECREASE)</b>
<b>GENERAL FUND</b>	
<b>REVENUES</b>	
Licenses, Permits, and Charges for Services	\$ 22,000
Other Revenue	351,400
Interest Income	742
<b>TOTAL REVENUES</b>	<b>\$ 374,142</b>
<b>APPROPRIATIONS</b>	
<b>City Manager</b>	
Personnel Services	(10,000)
<b>Finance Department</b>	
Personnel Services	(18,000)
<b>Elections</b>	
Personnel Services	(7,000)
Other Services and Charges	(34,000)
<b>Information Technology</b>	
Personnel Services	(5,000)
<b>Communications</b>	
Contractual Services	(50,000)
<b>Active Employee Benefits</b>	
Personnel Services	130,000
<b>Treasury Department</b>	
Personnel Services	(38,000)
<b>Retiree Benefits</b>	
Personnel Services	(150,000)
<b>City Attorney, Insurance, &amp; Claims Department</b>	
Other Services and Charges	10,000
<b>Public Safety - Admin</b>	
Personnel Services	5,000
<b>Dispatch Department</b>	
Personnel Services	15,000
Capital Outlay	20,000
<b>Public Safety Operations</b>	
Personnel Services	66,000
Other Services and Charges	12,000
Capital Outlay	86,000
<b>Public Safety Retiree Benefits</b>	
Personnel Services	273,742
<b>Public Works</b>	
Supplies	13,000
<b>Public Works Garage</b>	
Other Services and Charges	3,000
<b>Public Works - Street Programs</b>	
Other Services and Charges	7,000
<b>Building Department</b>	
Personnel Services	(7,000)
<b>Library Department</b>	
Personnel Services	41,500
Supplies	10,900
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 374,142</b>
<b>Net Increase (Decrease) to Fund Balance</b>	<b>\$ -</b>

**INCREASE  
(DECREASE)**

**MAJOR STREET FUND**

<b>REVENUES</b>	
State Sources	\$ 5,000
Licenses, Permits, and Charges for Services	15,000
Interest Income	(4,400)
<b>TOTAL REVENUES</b>	<b>\$ 15,600</b>
<b>APPROPRIATIONS</b>	
Other Services and Charges	15,600
Capital Outlay	(150,000)
Transfers Out	150,000
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 15,600</b>
<b>Net Increase (Decrease) to Fund Balance</b>	<b>\$ -</b>

**LOCAL STREET FUND**

<b>REVENUES</b>	
State Sources	\$ 4,000
Licenses, Permits, and Charges for Services	17,500
Transfers In	150,000
<b>TOTAL REVENUES</b>	<b>\$ 171,500</b>
<b>APPROPRIATIONS</b>	
Personnel Services	46,500
Other Services and Charges	125,000
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 171,500</b>
<b>Net Increase (Decrease) to Fund Balance</b>	<b>\$ -</b>

**RECREATION REVOLVING FUND**

<b>REVENUES</b>	
Other Revenue	12,500
<b>TOTAL REVENUES</b>	<b>\$ 12,500</b>
<b>APPROPRIATIONS</b>	
751 Other Services and Charges	12,500
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 12,500</b>
<b>Net Increase (Decrease) to Fund Balance</b>	<b>\$ -</b>

**SENIOR ACTIVITIES FUND**

<b>REVENUES</b>	
Federal Sources	\$ 4,202
Licenses, Permits, and Charges for Services	13,000
Interest Income	898
Other Revenue	14,900
<b>TOTAL REVENUES</b>	<b>\$ 33,000</b>
<b>APPROPRIATIONS</b>	
Personnel Services	\$ 5,000
Supplies	6,000
Other Services and Charges	22,000
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 33,000</b>
	<b>\$ -</b>

	<b>INCREASE (DECREASE)</b>
<b>PARKING FUND</b>	
<b>REVENUES</b>	
Licenses, Permits, and Charges for Services	\$ 4,000
Interest Income	\$ 200
<b>TOTAL REVENUES</b>	<b>\$ 4,200</b>
<b>APPROPRIATIONS</b>	
Supplies	1,200
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 1,200</b>
<b>Net Increase (Decrease) to Fund Balance</b>	<b>\$ 3,000</b>

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Berkeley at a regular meeting held on June 15, 2026

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Victoria Mitchell  
City Clerk

<u>GL #</u>	<u>Project/Item Description</u>	<u>Department</u>	<u>Budget Category</u>	<u>Amount</u>
<b>General Fund 101</b>				
<b>Revenues</b>				
101-001-630-002	EV Revenue - Library		Other Revenue	\$ 4,000
101-001-663-001	Escrow Forfeitures		License and Permits	22,000
101-001-665-000	Interest		Interest	742
101-001-669-000	Equipment Rental		Rental Revenue	325,000
101-001-670-030	Retiree Healthcare Reimbursements		Other Revenue	9,000
101-001-675-103	Public Safety Contributions		Other Revenue	2,500
101-001-675-738	Library Contributions		Other Revenue	10,300
101-001-675-739	Library Contributions		Other Revenue	600
				\$ 374,142
<b>Expenditures</b>				
101-172-704-000	Full-Time Employees	CM	Salaries and Fringe Benefits	(10,000)
101-191-704-000	Full-Time Employees	Finance	Salaries and Fringe Benefits	(18,000)
101-215-707-000	Part-Time Employees	Clerk	Salaries and Fringe Benefits	(2,000)
101-215-709-000	Overtime	Clerk	Salaries and Fringe Benefits	(5,000)
101-215-818-000	Contractual Services	Election	Contractual Services	(20,000)
101-215-934-000	Office Equipment Maintenance	Clerk	Other Charges	(5,000)
101-215-986-000	Computer Software	Clerk	Contractual Services	(9,000)
101-228-704-000	Full-Time Employees	IT	Salaries and Fringe Benefits	(5,000)
101-250-818-000	Contractual Services	Comm	Contractual Services	(20,000)
101-250-998-000	Berkley Buzz	Comm	Contractual Services	(30,000)
101-252-716-000	Dental/Vision/Life/LTD	Active EE Bene	Salaries and Fringe Benefits	60,000
101-252-716-500	Healthcare Costs BCBS	Active EE Bene	Salaries and Fringe Benefits	70,000
101-253-704-000	Full-Time Employees	Treasury	Salaries and Fringe Benefits	(29,000)
101-253-707-000	Part-Time Employees	Treasury	Salaries and Fringe Benefits	(9,000)
101-254-716-500	Healthcare Costs BCBS	Active EE Bene	Salaries and Fringe Benefits	(130,000)
101-254-718-100	MERS - Service Credit Purchase	Active EE Bene	Salaries and Fringe Benefits	(20,000)
101-266-825-000	City Attorney	Legal	Contractual Services	10,000
101-305-704-000	Full-Time Employees	PS Admin	Salaries and Fringe Benefits	5,000
101-325-704-000	Full-Time Employees	Dispatch	Salaries and Fringe Benefits	15,000
101-325-982-000	Equipment	Dispatch	Capital Outlay	20,000
101-345-709-000	Full-Time Employees	PS Operations	Salaries and Fringe Benefits	28,000
101-345-709-000	Overtime	PS Operations	Salaries and Fringe Benefits	38,000
101-345-913-000	Vehicle Insurance	PS Operations	Other Charges	12,000
101-345-985-000	Vehicles	PS Operations	Capital Outlay	86,000
101-355-718-000	Defined Benefit Pension Contribution	PS Retire Bene	Salaries and Fringe Benefits	273,742
101-441-751-000	Fuel & Oil	Public Works	Materials & Supplies	13,000
101-443-781-000	Vehicle Supplies	PW Garage	Materials & Supplies	3,000
101-448-922-000	Street Lighting	Street Light	Other Charges	7,000
101-745-704-000	Full-Time Employees	Building	Salaries and Fringe Benefits	(7,000)
101-790-706-000	Full-Time Employees	Library	Salaries and Fringe Benefits	11,500
101-790-707-000	Part-Time Employees	Library	Salaries and Fringe Benefits	30,000
101-790-758-005	Program Supplies - Contrib - Library	Library	Materials & Supplies	10,300
101-790-978-002	Books from Donations	Library	Materials & Supplies	600
				\$ 374,142

**Net Increase (decrease) to fund balance \$ -**

<b>Ending Fund Balance</b>	<b>\$4,706,988</b>
<b>Fund Balance as a % of total annual expenditures</b>	<b>26%</b>

<b>Major Street Fund 202</b>				
<b>Revenues</b>				
202-001-548-000	METRO Act		State Grants	\$ 5,000
202-001-642-000	Salt		Charges for Services	15,000
202-001-665-000	Interest Earnings		Interest	(4,400)
				\$ 15,600
<b>Expenditures</b>				
202-464-940-000	Equipment Rental	Street Maint	Other Charges	\$ 15,600
202-464-975-100	Construction	Street Maint	Capital Outlay	(150,000)
202-966-995-203	Transfer Out - Local Streets	Transfers	Transfers Out	150,000
				\$ 15,600

**Net Increase (decrease) to fund balance \$ -**

<b>Ending Fund Balance</b>	<b>\$96,198</b>
<b>Fund Balance as a % of total annual expenditures</b>	<b>3%</b>

<u>GL #</u>	<u>Project/Item Description</u>	<u>Department</u>	<u>Budget Category</u>	<u>Amount</u>
<b>Local Street Fund 203</b>				
<b>Revenues</b>				
203-001-497-000	Right-of-Way Permit Fee		License and Permits	\$ 17,500
203-001-556-000	Other State Grants		State Grants	4,000
203-001-699-202	Transfer In - Major Streets		Transfers In	150,000
				<u>\$ 171,500</u>
<b>Expenditures</b>				
203-464-706-000	Laborers	Street Maint	Salaries and Fringe Benefits	\$ 12,000
203-464-940-000	Equipment Rental	Street Maint	Other Charges	71,000
203-468-706-000	Laborers	Street Trees	Salaries and Fringe Benefits	7,000
203-468-707-000	Part-time Employees	Street Trees	Salaries and Fringe Benefits	2,900
203-468-709-000	Overtime	Street Trees	Salaries and Fringe Benefits	3,600
203-468-940-000	Equipment Rental	Street Trees	Other Charges	17,500
203-471-706-000	Laborers	Grass/Weeds	Salaries and Fringe Benefits	6,000
203-471-707-000	Part-time Employees	Grass/Weeds	Salaries and Fringe Benefits	12,000
203-468-940-000	Equipment Rental	Grass/Weeds	Other Charges	23,500
203-522-706-000	Laborers	Street Sweep	Salaries and Fringe Benefits	3,000
203-522-940-000	Equipment Rental	Street Sweep	Other Charges	13,000
				<u>\$ 171,500</u>
<b>Net Increase (decrease) to fund balance</b>				<b>\$ -</b>

<b>Ending Fund Balance</b>	<b>\$66,002</b>
<b>Fund Balance as a % of total annual expenditures</b>	<b>5%</b>

<b>Recreation Revolving Fund 208</b>				
<b>Revenues</b>				
208-001-672-001	Sundry Revenue		Other Revenue	\$ 12,500
				<u>\$ 12,500</u>
<b>Expenditures</b>				
208-751-732-001	Mobile Recreation Unit	Recreation	Materials & Supplies	\$ 12,500
				<u>\$ 12,500</u>
<b>Net Increase (decrease) to fund balance</b>				<b>\$ -</b>

<b>Ending Fund Balance</b>	<b>\$174,574</b>
<b>Fund Balance as a % of total annual expenditures</b>	<b>12%</b>

<b>Senior Activities Fund 211</b>				
<b>Revenues</b>				
211-001-540-000	SMART Grant		State Grants	\$ 4,202
211-001-651-000	Senior Programs		Charges for services	13,000
211-001-665-000	Interest		Interest	898
211-001-675-001	Senior Bus - Municipal Credits		Contributions/Donations	2,900
211-001-675-003	Red Hat Society		Contributions/Donations	12,000
				<u>\$ 33,000</u>
<b>Expenditures</b>				
211-752-818-000	Contractual Services	P&R Admin	Contractual Services	\$ 17,000
211-755-706-000	Mechanics Wages	Van Transport	Salaries and Fringe Benefits	5,000
211-755-751-000	Fuel & Lube	Van Transport	Materials & Supplies	6,000
211-755-933-000	Vehicle Maintenance	Van Transport	Other Charges	5,000
				<u>\$ 33,000</u>
<b>Net Increase (decrease) to fund balance</b>				<b>\$ -</b>

<b>Parking Fund 231</b>				
<b>Revenues</b>				
231-001-486-000	Parking Permits		Charges for Services	\$ 4,000
231-001-665-000	Interest			200
				<u>\$ 4,200</u>
<b>Expenditures</b>				
231-464-758-000	Program Supplies	Parking	Materials & Supplies	\$ 1,200
				<u>\$ 1,200</u>
<b>Net Increase (decrease) to fund balance</b>				<b>\$ 3,000</b>



# MEMORANDUM

To:

From:

Date: June 15, 2026

Subject: Award the contract for property cleanups and emergency board-ups.

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Madam Mayor and Members of City Council,

## Background

- There have been several instances in the past where the City has been given permission by the District Court (after code enforcement proceedings) to enter onto a property to abate nuisances and related items such as noxious weeds, rat harborage and tall grass. Generally, the Department of Public Works has been able to handle these scenarios, which are billed back to the property owner.
- However, there have been several instances in the last three years, where the amount of cleanup required stressed the staff availability of the Department of Public Works and the situation would have been better handled by a private contractor hired by the City for such instances.
- Additionally, there have been instances where properties have been vacated or have been left open to the elements because of a fire or accident, where emergency board-up of a building was required.

## Summary

- In response to the scenarios above, City staff issued a request for bids for as-needed property clean-ups and emergency board-ups.
- As-needed property clean-ups would include the removal of blight and debris and vegetation clean-up (greater than grass cutting).
- Emergency board-ups would be in response to fires, vehicle accidents, vandalism, etc. (In the case of fires only, the contractor would be used by the City when the property owner is absent and otherwise referred to the public. In the case of fires, no cost, including pass through costs, would be charged to the City and the City would act only as an administrator for an owner, occupant or

insurance company.)

- All abatement and board-up costs (excluding fire costs as described above) would be paid by the City and passed on to property owners.
- Bids were received via BidNet from a total of five contractors.
- Staff has reviewed the bids and recommended RACM LLC (dba SERVPRO) based on qualifications, references and pricing.

### **Recommendation**

Motion to (approve/deny/postpone) awarding the contract for Property Cleanups and Emergency Board-Ups to RACM LLC (dba SERVPRO) for the amounts specified in the attached bid sheet subject to execution by the City Manager.

**INDEPENDENT CONTRACTOR SERVICES CONTRACT**  
**SERVPRO**

This Contract shall be effective as of the date of the last signature and is between the City of Berkley, whose address is 3338 Coolidge Hwy. Berkley, MI 48072, ("City"), and RACM LLC dba SERVPRO, whose registered office address is 470 Adams, Saginaw, MI 48604 ("Contractor").

Services. This Contract is for Services described as Property Clean-up and Emergency Board-up as more fully described in the Contract Documents.

Contract Documents. The Service Specifications, Insurance Requirements, portions of Contractor's Bid or Proposal, if any, and other attachments to this Contract are "Contract Documents", which are considered part of this Contract to the extent applicable and not in conflict with the following terms and conditions.

Work. For and in consideration of payment by the City as provided under the Payment Section of this Contract, Contractor shall perform the work described in the Service Specifications and other Contract Documents on an as-needed basis in a competent, efficient, timely, good and workmanlike manner, subject to and in compliance with the terms and conditions of this Contract.

Contract Term. This Contract shall be for a term of one year(s), from June 16, 2026 to June 15, 2027, and may be renewed at the City's option for up to four additional one year terms by written notice to Contractor at least 60 days before the end of a Contract term. This Contract may also be renewed or extended by written agreement of the parties on the same or different terms.

Contract Termination. This Contract may be terminated by either party for any reason.

Contract Price and Payment. The Contract Prices for the original and possible renewal terms of this Contract are specified in the attached bid documents. The City agrees to pay Contractor by monthly installments in exchange for and consideration of the timely and satisfactory completion of the work each month, with payment to be made within 30 days of the City receiving the bill or invoice for such work from the Contractor.

Insurance. Contractor shall have no right to or expectation of coverage under any liability, workers' compensation, or other insurance policies of the City. This Contract is conditioned on the Insurance Requirements in the Contract Documents being satisfied and confirmed by Certificate(s) of Insurance delivered to the City, with said coverages to be maintained for the life of this Contract and the City entitled to prior written notice of cancellation, changes or non-renewal. All Liability Insurance shall name the City and its officials, employees, and agents as primary, noncontributory additional insureds. Contractor shall provide the City with a copy of each insurance policy within seven (7) days of a written request.

Time of Work. Contractor acknowledges that the work contemplated by this Contract, by its nature, requires timeliness and, as such, Contractor shall be obligated to perform the work during all terms of this Contract at the times and according to any schedule specified in the Contract Documents. These requirements are of the essence of this Contract and failure to meet them shall permit City to exercise its rights and remedies for default as provided in this Contract, whether or not work has been commenced.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to indemnify, defend, pay on behalf of, and hold harmless the City, its agents and others working on the City's behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damage which arise out of or are in any way connected or associated with this Contract and are attributable to the fault of Contractor or its agents or subcontractors, including claims under the worker's compensation laws of the State of Michigan.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the defects or defaults within the time specified. Upon Contractor's failure to do so, the City may: (1) withhold payments otherwise due to Contractor until the default is corrected, (2) perform or secure performance of the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor and any payments otherwise due to Contractor, and (3) terminate this Contract by written notice, or without terminating this Contract, preserve the claims of defects or defaults and City's entitlement to damages from them by written notice to Contractor.

Disposal Requirements. The Contractor shall perform all work and lawfully dispose of all discarded, waste, and other materials used, generated, or collected during the work in compliance with the Contract Documents and all provisions of applicable federal, state, county and City environmental laws. As a condition of the City's payment obligation, it may require Contractor to provide written documentation of lawful disposal and that all disposal costs have been paid.

Independent Contractor. Contractor is and shall perform under this Contract as an independent contractor with complete control over its employees, agents, subcontractors and operations. No employee, agent or representative of Contractor shall represent, act or be considered as an agent, representative or employee of the City and nothing in this Contract shall create any contractual relationship between the City and any subcontractor of the Contractor.

Except as otherwise provided in the Service Specifications, Contractor shall supply all equipment, tools, materials, and supplies necessary to performance of the work.

The City will not withhold from or pay for any income, FICA, disability, unemployment, or other payroll or employment taxes with respect to payments to Contractor and will issue an IRS Form 1099 to Contractor for those payments. Contractor shall be solely responsible for payment of any employees or subcontractors.

Contractor and any Contractor employees or subcontractors shall not be eligible for or entitled to receive any health, life, disability or other insurance, pension or retirement, reimbursement, or other benefit provided or made available by the City to its employees.

Non-Discrimination. Contractor and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, or other classification that is protected from discrimination by law.

Compliance with and Governing Laws. This Contract and all of Contractor's work shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those that apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract. This Contract shall be governed by the laws of the State of Michigan.

Assignment and Subcontracts. Contractor shall not assign the performance of this Contract or any part thereof without the written consent of the City, and shall not subcontract any portion of the work to a subcontractor not identified in Contractor's Bid submittal or separately approved in writing by the City. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal, registered mail, or overnight delivery to the attention of the following persons:

City: Crystal VanVleck, City Manager

Contractor: \_\_\_\_\_

Changes and Waivers. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

[Signatures on following pages]

CITY OF BERKLEY,

\_\_\_\_\_  
By: Crystal VanVleck  
Its: City Manager

Date: \_\_\_\_\_

CONTRACTOR,  
RACM LLC dba SERVPRO

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

CONTRACT DOCUMENT ATTACHMENTS

1. Invitation to Bid/Service Specifications/Scope of Work
2. Insurance Requirements
3. Contractor Bid/Proposal Documents



**THE CITY OF BERKLEY**  
**Community Development Department**  
**3338 Coolidge Hwy., Berkley, Michigan 48072**  
**(248) 658-3329**

**INVITATION TO BID**

**REQUEST FOR AS NEEDED PROPERTY CLEANS-UPS AND EMERGENCY BOARD-UPS**

The City of Berkley will be accepting bids for as needed property clean-ups and emergency board-ups (all labor, materials and equipment). Bids will be accepted electronically via MITN, until 2 p.m. Local Time, on March 18, 2026. To register for the MITN website go to: [www.MITN.Info](http://www.MITN.Info).

Bid specifications may be downloaded from MITN, or on the city's website at [www.berkleymi.gov](http://www.berkleymi.gov). All bids must be submitted on forms furnished by the City of Berkley and submitted via MITN.

The City reserves the right to accept or reject any or all bids and to waive any formal defects or irregularities in the bids, when deemed to be in the best interest of the City. The right is further reserved to accept a bid higher than the low bid when, in the opinion of the City Council, the public interest will be better served.

The successful bidder will be required to enter into a contract with the City on terms and conditions acceptable to the City.

The City of Berkley does not discriminate in its employment or any other programs or activities based on sex, race, color, age, height, weight, marital status, national origin, religion, arrest record, or disability. Reasonable accommodations will be provided for qualified individuals with a disability, if requested.

Crystal VanVleck  
City Manager  
Berkley, Michigan 48072  
(248)658-3350

**CITY OF BERKLEY, MICHIGAN  
SPECIFICATIONS  
AS NEEDED PROPERTY CLEAN-UPS AND EMERGENCY BOARD-UPS**

SCOPE:

The City of Berkley is seeking qualified contractors to provide as-needed property clean-ups as part of code enforcement violations and court orders, and emergency board-ups in response to property damage as the result of fires, vehicle accidents, vandalism, trespassing and related activities, natural disasters and/or other causes. These are private owned parcels and not under the control of the City. The City is seeking an award of one contractor to provide the most efficient and economical solution for the City's as-needed property clean-ups. The selection of the firm will be made by the City Council after evaluation by City staff. **Please note, bid prices must include all equipment charges, labor charges, fuel charges, truck charges, travel time and service call fees.**

AS-NEEDED PROPERTY CLEAN-UPS:

These needs may include, but will not be limited to, blight and debris clean-up and vegetation clean-up or removal. Time and materials pricing is requested for this section. Labor will be billed as straight time and is listed as a "per hour" basis. Parts will be billed at cost + (X%). A copy of the supplier's invoice for parts and materials must be provided with each invoice. No additional charges for incidentals, fuel, trucks, travel time or minimum service call fees will be accepted. All work will be at the request of the City's Community Development Department.

EMERGENCY PROPERTY BOARD-UPS:

These needs may include, but will not be limited to, window and door board-ups. Board-ups must use a minimum of ¼" thick plywood cut to fit each window or door entry. Tarping and temporary fixes to secure roofs and cover large openings must also be included, if applicable. All work will be at the request of the City's Community Development Department and/or Public Safety Department.

In the case of fires only, the Contractor will be used by the City when the property owner is absent and made available to the public as a referral program, but in no way will serve as a recommendation or guarantee of the work. No costs will be charged to the City. This will be a service that is provided by the preferred contractor to owners, occupants and insurance companies and administered through the City. All equipment and personnel costs will be the responsibility of the Contractor. It will be the Contractor's responsibility to recover their costs from the owner or insurance company. If no reimbursement for service can be recovered by the Contractor, the Contractor shall solely absorb the loss.

FURTHER INFORMATION:

For further information or details that may not be covered by the attached specifications, please contact Kristen Kapelanski, at 248-658-3329.

Contractors are invited to attend a "**PRE-BID MEETING**" to discuss the scope of the work with City of Berkley staff. The "**PRE-BID MEETING**" is scheduled for:

**March 10, 2026 at 10:30AM.**  
**3338 Coolidge Hwy.**  
**Berkley, Michigan 48072**  
**248-658-3329**

NOTIFICATION:

The Community Development Department and/or Public Safety Department will notify the Contractor(s) of addresses of properties which will require property clean-up and/or board-up. Specific services needed will be specified at the time of notification.

BILLING:

The City of Berkley will issue payments to contractors once a month. Invoices for any month must be submitted to the Community Development Department by the eighth day following the end of that month. Invoices shall reflect the date and address of a residence where the Contractor has provided service.

CONTRACT PERIOD:

The City is seeking services for one year, with four one-year renewal options.

WORK CREW SUPERVISION:

The Contractor(s) shall, at all times, keep the City streets, alleys, adjoining premises and driveways clean and free of debris and shall remove all debris resulting from their operations. The Contractor(s) shall also, at the end of each workday, remove trucks, trailers, tools and equipment from the worksite and adjacent premises. Contractor's employees shall maintain a neat and clean appearance at all times.

ACCIDENT PREVENTION:

Precautions shall be observed at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

EQUIPMENT:

The Contractor(s) is to provide and insure all of their own trucks and equipment and to maintain the same to operate safely in the public environment. All equipment is to have all M.I.O.S.H.A. required safety guards and shields to protect the public and the operators from injury.

SAFETY STANDARDS:

The Contractor(s) shall be solely responsible for pedestrian and vehicular safety and control within and around the worksite and shall provide the necessary warning devices, barricades, and ground personnel

needed to provide safety, protection and warning to persons and vehicular traffic within and around the work area. Blocking of public streets shall not be permitted unless prior arrangements have been made with the appropriate City personnel and coordinated with the appropriate departments. Traffic control is the sole responsibility of the Contractor(s) and shall be accomplished in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any fences, signs, poles, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.

REFERENCES:

Contractors are requested to indicate the names of organizations where they have been providing the same type of service in the past.

EXCEPTIONS/VARIATIONS:

Contractors are to note any exceptions or variations to the specifications, on the attached **"BID PROPOSAL FORM"**. Unless noted otherwise, by the Contractor, it will be the understanding and requirement of the City that the Contractor can and will comply with all of the terms and insurance requirements of the specifications. The City will not be obligated to consider any exceptions or variations unless noted by Contractor on the **BID PROPOSAL FORM"**

BIDDING:

Two (2) bids are to be submitted on the attached **"BID PROPOSAL FORM"**, in accordance with the attached **"NOTICE TO BIDDERS"**, as well as the non-collusive affidavit through MITN.

BIDS WILL BE ACCEPTED ELECTRONICALLY VIA MITN, UNTIL 2 P.M. LOCAL TIME, ON MARCH 18, 2026. TO REGISTER FOR THE MITN WEBSITE GO TO: WWW.MITN.INFO.

**BIDDERS ARE ENCOURAGED TO SUBMIT MULTIPLE OR ALTERNATE PROPOSALS, WHICH IF SELECTED BY CITY COUNCIL, MAY RESULT IN A BETTER PURCHASE FOR THE CITY OF BERKLEY.**

BIDS ARE TO REMAIN FIRM FOR A PERIOD OF **SIXTY (60) DAYS** TO ALLOW ADEQUATE TIME FOR EVALUATION AND CITY COUNCIL AWARD.

**INSURANCE REQUIREMENTS**

The awarded Contractor shall not commence work under this Contract, until they have obtained the insurance required under this paragraph, nor shall the Contractor permit a Subcontractor to commence work on their subcontract, until they have obtained the insurance herein required. **"All insurance companies shall be presently licensed to do business in the State of Michigan and be acceptable to the City of Berkley."**

The Contractor agrees to indemnify, defend and save harmless, the City of Berkley, their agents and employees, from and against all loss or expense (including costs for attorney's fees), for damages to property and for damages because of bodily injury, including death at any time resulting there from, arising out of, or in consequence of the performance of the work pursuant to this contract, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the Contractor, their Subcontractors, the City of Berkley and their agents and employees.

WORKER'S COMPENSATION:

The Contractor shall maintain, during the life of this contract, Worker's Compensation Insurance for all of their employees who engage in the work to be performed; and, in case any work is sublet, the Contractor shall require the Subcontractor to provide similar insurance for all of the latter's employees who engage in the work.

PUBLIC LIABILITY:

The Contractor shall procure and maintain, during the life of this contract, public liability and property damage insurance on an occurrence basis with limits of liability not less than **one-million dollars (\$1,000,000.00)** per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage.

OWNER'S AND CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and maintain during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance, in the name of the City of Berkley on an occurrence basis with the limits of liability not less than **one-million dollars (\$1,000,000.00)** per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage. The Contractor shall require each of their Subcontractors to procure and maintain, during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance on an occurrence basis with limits of liability not less than **one-million dollars (\$1,000,000.00)** per occurrence and/or aggregate Combined Single Limits, Personal Injury, Bodily Injury and Property Damage.

CONTRACTOR'S MOTOR VEHICLE BODILY INJURY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and maintain, during the life of this contract, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than **one-million dollars (\$1,000,000.00) per occurrence and or** aggregate Combined Single Limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

PROOF OF CARRIAGE OF INSURANCE:

The Contractor shall provide the City of Berkley, at the time this contract is returned for execution, the certificates and policies listed below. A guarantee that **thirty (30) days notice** will be given to the City of Berkley, prior to cancellation of, or change in, any insurance coverage, shall be endorsed on each certificate and policy. Four (4) copies of the Certificate of Coverage of Contractor's Worker's Compensation Insurance. Four (4) copies of the Certificate of Coverage of Contractor's Public Liability and Property Damage Insurance. Four (4) copies of the Certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired and non-owned vehicles. Original policy, or original binder pending issuance of policy of Owner's and Contractor's Protective Public Liability and Property Damage Insurance.

ADDITIONAL INSURED:

The General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement naming the City of Berkley, as additional insured. The following wording shall be used within the Insurance Contract:

**“Additional Insured, the City of Berkley, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers thereof.”**

HOURS OF WORK:

All work shall be performed between the hours of **8:00 A.M. and 9:00 P.M., MONDAY through SUNDAY**, unless otherwise authorized by the City of Berkley.

INDEMNIFICATION. The selected CONTRACTOR shall agree to the following language in a contract with the City:

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the CITY, the CITY’S officers, officials, and employees and agents against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless the CITY and its officers, officials, employees and agents from any claims, demands, suits, actions or proceedings of any kind or nature, including Worker’s Compensation claims (except those Worker’s Compensation claims covered by a policy of insurance and so long as the City’s insurance has not lapsed or been cancelled by the CITY), of or by anyone whomsoever, arising out of or as a result of any negligent, wrongful, or deliberate act, error or omission on the part of the CONTRACTOR or other whose services are engaged by the CONTRACTOR or anyone employed or controlled by either of them in the performance of the work provided for in this contract. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the contract. The CONTRACTOR shall not commence work under this contract until it has obtained the insurance required under this section, nor shall the CONTRACT permit any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained.

LICENSE TO DO BUSINESS IN MICHIGAN

At the time of awarding the contract, successful contractor must provide proof to the City of Berkley that the Contractor is licensed to do business within the State of Michigan.

PROPOSAL CONTENT REQUIREMENTS:

Proposals must include the following information as indicated on the six required forms found at

1. [Conflict of Interest Disclosure Form](#)
2. Contractor/Vendor References
3. [Hold Harmless and Indemnity Form](#)
4. [Iran Business Relationship Affidavit \(Pursuant to P.A. 517 of 2012\)](#)
5. [Non-Collusive Affidavit](#)
6. [Non-Discrimination Affidavit](#)

**CITY OF BERKLEY, MICHIGAN  
AS NEEDED PROPERTY CLEAN-UPS AND EMERGENCY BOARD-UPS  
BID PROPOSAL FORM**

The undersigned hereby proposes to deliver the following described service and certifies that this proposal is in accordance with the terms and specifications, as prepared by the City of Berkley, subject only to those exceptions as noted below. The City reserves the right to accept or reject any part or this entire proposal. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City Council, the public interest will be better served. The undersigned declares that this proposal is made in good faith and without collusion or affiliation with any other person or persons bidding on the same service. **BIDS ARE TO BE FIRM FOR SIXTY (60) DAYS.**

<b>PROPERTY CLEAN-UPS</b>	
<i>DESCRIPTION</i>	<i>UNIT PRICE</i>
Labor, one person	Per Hour:
Parts & Materials will be billed at Cost + (X%) – Please note – A copy of your supplier’s invoice for parts and materials will be required with each invoice.	Add _____% over cost
EXCEPTIONS/VARIATIONS	
ABILITY TO PROVIDE THE INSURANCE COVERAGE REQUIRED IN THE SPECIFICATIONS:	<input type="checkbox"/> YES <input type="checkbox"/> NO
FIRM PRICE GUARANTEE: Labor rates listed will must remain firm for a period of one year from the date of award. The City reserves the right to extend the initial contract term on a yearly basis for up to four years after the initial contract period under the same terms and conditions. Please list the percent increase per year for the items listed herein. (Increase cannot exceed 5% per year.)	_____%

<b>PROPERTY BOARD-UPS</b>	
<i>DESCRIPTION</i>	<i>UNIT PRICE</i>
Board-up on window/door on first floor (Installed)	\$ _____ per sq. ft.
Board-up on window/door second floor (Installed)	\$ _____ per sq. ft.
Roof tarping (Installed)	\$ _____ per sq. ft.
Lot price for mobilization	\$ _____ per service call
EXCEPTIONS/VARIATIONS	

ABILITY TO PROVIDE THE INSURANCE COVERAGE REQUIRED IN THE SPECIFICATIONS:	<input type="checkbox"/> YES <input type="checkbox"/> NO
FIRM PRICE GUARANTEE: Unit prices listed will must remain firm for a period of one year from the date of award. The City reserves the right to extend the initial contract term on a yearly basis for up to four years after the initial contract period under the same terms and conditions. Please list the percent increase per year for the items listed herein. (Increase cannot exceed 5% per year.)	_____ %

REFERENCES:

1 _____	_____	_____	_____
	Contact Person	Organization	Phone
2 _____	_____	_____	_____
	Contact Person	Organization	Phone
3 _____	_____	_____	_____
	Contact Person	Organization	Phone

NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ DATE: \_\_\_\_\_

## **INSURANCE REQUIREMENTS**

From the earlier of the Effective Date of the Commencement Date of this Agreement and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$5,000,000.
  2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
    - \$1,000,000 each accident    Bodily Injury by Accident
    - \$1,000,000 each employee    Bodily Injury by Disease
    - \$1,000,000 each policy limit    Bodily Injury by Disease
  3. Commercial General Liability equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Berkley shall be an additional insured. There shall be no added exclusions of limiting endorsements that diminish the City of Berkley's protections as an additional insured under the policy. Further the following minimum limits of liability are required:
    - \$1,000,000    Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
    - \$2,000,000    Per Project General Aggregate
    - \$1,000,000    Personal and Adv. Injury
  4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Berkley shall be an additional insured. There shall be no added exclusions or limited endorsements that diminish the City of Berkley's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$10,000,000.
- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City of Berkley may possess, including any self-insured retentions the City of Berkley may have; and any other insurance the City of

Berkley does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Consultant agrees to waive any right of recovery by its insurer against the City of Berkley for any insurance listed herein.

**CITY OF BERKLEY, MICHIGAN  
AS NEEDED PROPERTY CLEAN-UPS AND EMERGENCY BOARD-UPS  
BID PROPOSAL FORM**

The undersigned hereby proposes to deliver the following described service and certifies that this proposal is in accordance with the terms and specifications, as prepared by the City of Berkley, subject only to those exceptions as noted below. The City reserves the right to accept or reject any part or this entire proposal. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City Council, the public interest will be better served. The undersigned declares that this proposal is made in good faith and without collusion or affiliation with any other person or persons bidding on the same service. **BIDS ARE TO BE FIRM FOR SIXTY (60) DAYS.**

PROPERTY CLEAN-UPS	
DESCRIPTION	UNIT PRICE
Labor, one person	Per Hour: \$35.00
Parts & Materials will be billed at Cost + (X%) – Please note – A copy of your supplier's invoice for parts and materials will be required with each invoice.	Add <u>20</u> % over cost
EXCEPTIONS/VARIATIONS	If any special equipment or large scale job we will discuss with the city
ABILITY TO PROVIDE THE INSURANCE COVERAGE REQUIRED IN THE SPECIFICATIONS:	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
FIRM PRICE GUARANTEE: Labor rates listed will must remain firm for a period of one year from the date of award. The City reserves the right to extend the initial contract term on a yearly basis for up to four years after the initial contract period under the same terms and conditions. Please list the percent increase per year for the items listed herein. (Increase cannot exceed 5% per year.)	
<input type="checkbox"/> <u>1</u> %	

PROPERTY BOARD-UPS	
DESCRIPTION	UNIT PRICE
Board-up on window/door on first floor (Installed)	\$ <u>2.88</u> per sq. ft.
Board-up on window/door second floor (Installed)	\$ <u>2.88</u> per sq. ft.
Roof tarping (Installed)	\$ <u>1.35</u> per sq. ft.
Lot price for mobilization	\$ <u>215</u> per service call
EXCEPTIONS/VARIATIONS	If any special equipment or large scale job we will discuss with the city

ABILITY TO PROVIDE THE INSURANCE COVERAGE REQUIRED IN THE SPECIFICATIONS:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FIRM PRICE GUARANTEE: Unit prices listed will must remain firm for a period of one year from the date of award. The City reserves the right to extend the initial contract term on a yearly basis for up to four years after the initial contract period under the same terms and conditions. Please list the percent increase per year for the items listed herein. (Increase cannot exceed 5% per year.)	1 %

REFERENCES:

1	Nick Budnick	Allstate	[REDACTED]
	Contact Person	Organization	Phone
2	Kurt Corradi	Bay City Fire	[REDACTED]
	Contact Person	Organization	Phone
	Brandon	Saginaw Fire	[REDACTED]
3	Contact Person	Organization	Phone

NAME: Taylor Bouchex SIGNED: *Taylor Bouchex*

COMPANY: Servpro Team

ADDRESS: 6993 19 Mile Rd

CITY: Sterling STATE: MI ZIP: 48134

PHONE: [REDACTED] FAX: DATE: 3/18/2026



## MEMORANDUM

To:

From:

Date: June 15, 2026

Subject: Second reading and adoption of an ordinance of the City Council of the City of Berkley, Michigan to amend Section 3.03.A Commercial Occupancy Certificate/Business License, Section 3.10 Performance Guarantees, Section 6.04.C.6 Multiple Family Development, Section 6.04.D.1 Authorized Site Layouts, Section 9.16 Locating Parking Lots, Section 11.08.C Standards for All Temporary Signs, Section 11.10 Nonconforming Signs, Section 14.04.E Parking Spaces for Other Land Uses, Section 14.04.N Leased Parking in Municipal Lots, and Section 15.03.A Sketch Plan of Chapter 138 Zoning of the City of Berkley Code of Ordinances.

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Madam Mayor and Members of City Council,

### Background

- The City Council adopted the new Zoning Ordinance in March of 2025.
- As staff has begun to use the new Zoning Ordinance, they've come across a number of minor items that require clarification or are need of small adjustments to improve the functionality of the new standards.
- Additionally, City staff has been meeting with our Engineering Consultant, Spalding DeDecker, to work through implementation of Zoning Ordinance items and process updates since they were brought on board several months ago.

### Summary

- Part of the implementation efforts with Spalding DeDecker included the 'build'out of the performance guarantee process, with the assistance of the City Attorney's office. Performance guarantees (often called performance bonds, letters of credit, or financial guarantees) are tools used by local governments to ensure that required improvements in a development actually get built. When a developer

receives approval—especially for site plans that include infrastructure like roads, sidewalks, utilities, or landscaping—the municipality requires the developer to provide a financial guarantee equal to the cost of those improvements. This protects the public if the developer doesn't follow through. While provisions were previously included in the rewritten ordinance, the intention was always that this section would be built out once we approached implementation. Amendments have been included to allow a more practical application for a City our size.

- Other more minor amendments include the following:
  - Add a reference to the City Code provisions for business licenses;
  - Clarify the nomenclature for attached single family development site types in the Residential Corridor District.
  - Provide regulations for stand-alone parking lots when they cannot be combined with adjacent developments.
  - Revise the time limits for temporary signs based on business feedback.
  - Remove times for the continuation of non-conforming signs so that once use of a nonconforming sign has ceased, it cannot be reestablished.
  - Clarify location requirements for shared use parking.
  - Prohibit commercial vehicles at single- and two-family dwellings.
  - Allow annual parking passes to count towards parking requirements in place of the originally included leased parking concept.
  - Clarify that an applicant may present a sketch plan to the Planning Commission as a discussion item.
- The Planning Commission held the public hearing and recommended approval of the proposed amendments on April 28, 2026.
- The City Council approved the first reading on May 18, 2026 conditioned on the following adjustments, all of which have been incorporated:
  - The definition for commercial vehicles has been amended to clarify vehicles must have a gross weight over 10,000 pounds in order to be considered a commercial vehicle.
  - Definitions specifically included in the section on performance guarantees have been moved to the general definitions section. Regulations contained within those definitions remain in the performance guarantees section and have been included under general standards. Some definitions have instead been incorporated into the performance guarantee text where they would have caused confusion if applicable to the entire Zoning Ordinance. (For example, a definition was previously included for property, defining it as 'real property'. Instead of adding this definition to the Zoning Ordinance, all instances of the word 'property' in the performance guarantee section have been changed to 'real property'.
  - The term mixed-use has been added under the new general standards section under performance guarantees to described types of projects.

## **Recommendation**

Motion to (approve/deny/postpone) the second reading of an Ordinance of the City

Council of the City of Berkley, Michigan to amend Section 2.02 Definitions, Section 3.03.A Commercial Occupancy Certificate/Business License, Section 3.10 Performance Guarantees Section 6.04.C.6 Multiple Family Development, Section 6.04.D.1 Authorized Site Layouts, Section 9.16 Locating Parking Lots, Section 11.08.C Standards for All Temporary Signs, Section 11.10 Nonconforming Signs, Section 14.04.E Parking Spaces for Other Land Uses, Section 14.04.N Leased Parking in Municipal Lots, and Section 15.03.A Sketch Plan of Chapter 138 Zoning of the City of Berkley Code of Ordinances to modify the definitions for commercial vehicle and community development director, to add definitions for the regulation and administration of performance guarantees, add appropriate cross references, to set a period for project completion, to allow for administrative extension of completion periods, to modify the amount of surety bonds that may be posted for completion and to delete the requirement for a completion agreement, to rename the Multiple Family Development Site type for clarity, to provide regulations for stand-alone parking lots, to revise the time limit for temporary signs, to modify the requirements for non-conforming signs, to clarify location requirements for shared use parking, to prohibit commercial vehicles at single- and two-family dwellings, to allow annual parking passes to count towards parking requirements, and to clarify that an applicant may present a sketch plan to the Planning Commission as a discussion item.

AN

## ORDINANCE

**of the City Council of the City of Berkley, Michigan to amend Section 2.02 Definitions, Section 3.03.A Commercial Occupancy Certificate/Business License, Section 3.10 Performance Guarantees Section 6.04.C.6 Multiple Family Development, Section 6.04.D.1 Authorized Site Layouts, Section 9.16 Locating Parking Lots, Section 11.08.C Standards for All Temporary Signs, Section 11.10 Nonconforming Signs, Section 14.04.E Parking Spaces for Other Land Uses, Section 14.04.N Leased Parking in Municipal Lots, and Section 15.03.A Sketch Plan of Chapter 138 Zoning of the City of Berkley Code of Ordinances to modify the definition for commercial vehicle, to add definitions for the regulation and administration of performance guarantees, add appropriate cross references, to set a period for project completion, to allow for administrative extension of completion periods, to modify the amount of surety bonds that may be posted for completion and to delete the requirement for a completion agreement, to rename the Multiple Family Development Site type for clarity, to provide regulations for stand-alone parking lots, to revise the time limit for temporary signs, to modify the requirements for non-conforming signs, to clarify location requirements for shared use parking, to prohibit commercial vehicles at single- and two-family dwellings, to allow annual parking passes to count towards parking requirements, and to clarify that an applicant may present a sketch plan to the Planning Commission as a discussion item,**

**THE CITY OF BERKLEY ORDAINS:**

**SECTION 1:** Section 2.02 Definitions of Chapter 138 Zoning of the Berkley City Code is amended to add modify the definition for commercial vehicle and to add definitions for the regulation and administration of performance guarantees, as follows:

[City Engineer: City engineer or their designee.](#)

*Commercial vehicle:* Any motor vehicle with a gross vehicle weight over ten thousand pounds and which is used for the transportation of passengers for hire, or which is constructed or used for the transportation of goods, materials, or merchandise as part of a business operation, or which is designed and used for towing other trailers or vehicles.

*Community Development Director:* The director of the City of Berkley Community Development Department or their designee.

[Default: Failure to:](#)

- [A. Comply with performance guarantee requirements and conditions;](#)
- [B. Complete, in the specified time, any required improvements in accordance with this Code and with an approved site or plot plan or plat and any conditions thereto;](#)
- [C. Maintain, for the specified period of time, any required improvements in accordance with this Code](#)

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- and with an approved site or plot plan or plat and any conditions thereto; and  
D. Pay current fee balances due.

Guarantor: The applicant (or assignee) and, if applicable, either a corporate surety acceptable to the City and licensed to provide guarantees to third parties or a financial institution incorporated and located within the United States and insured by the Federal Deposit Insurance Corporation (FDIC).

Initial permit: A permit for site work or building foundations, whichever occurs first.

Performance guarantee: A form of financial security posted to ensure timely, proper, and workmanlike completion of improvements; to ensure compliance with this Code; and/or to warranty materials, workmanship of improvements, or design. The terms "financial guarantee," maintenance guarantee," and "defect guarantee" are considered kinds of performance guarantees.

Site improvements: A specific reference to all of the following unless otherwise noted in this Chapter or any approved site or plot plan or plat or any conditions thereon: streets, sanitary sewers, storm sewers, water mains, mass grading; sidewalks, safety paths, bicycle paths and public walkways; street signs; street island improvements; right-of-way disruption, tree protection, tree replacements; floodplain protection and restoration, soil erosion control, required landscaping and screen planting of non-access greenbelt easements and retention basins; maintenance of retention basins on private property; street trees, including an estimate for the removal of any dead trees within street rights-of-way for a period of two full growing seasons after the date of acceptance of streets and utilities; and the placement or replacement, after construction of improvements, of all lot stakes and monuments.

Treasurer: The City Treasurer or their designee.

**SECTION 2:** Section 3.03.A Commercial Occupancy Certificate/Business License of Section 3.03 Zoning Certification Process of Article 3 Administration and Enforcement of Chapter 138 Zoning of the Berkley City Code is amended to add a reference to Chapter 30, Article III of the City Code, as follows:

- A. Commercial Occupancy Certificate/Business License.** It is unlawful to use, occupy, reoccupy, or permit the use or occupancy of, any structure or premises, or parts thereof, hereafter created, erected, changed, converted, or wholly or partially altered or enlarged until a Commercial Occupancy Certificate/Business License has been issued by the Zoning Administrator stating that the proposed use of the structure or lot conforms to the requirements of this Ordinance and Chapter 30, Article III Business License of the City Code. The Commercial Occupancy Certificate/Business License signifies that the intended use, building, or structure complies with all provisions of this Ordinance and Chapter 30, Article III Business License of the City Code. When a building permit is not required, the application for a Commercial Occupancy Certificate/Business License must be made prior to the date when construction, installation, or use of the parcel is intended to begin.

**SECTION 3:** Section 3.10 Performance Guarantees of Article 3 Administration and Enforcement of Chapter 138 Zoning of the Berkley City Code is amended in order to set a period for project completion

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periods, to modify the amount of surety bonds that may be posted for completion and to delete the requirement for a completion agreement, as follows:

### SECTION 3.10 PERFORMANCE GUARANTEES

#### A. *Purpose and intent.*

1. In the interest of ensuring compliance with the provisions of this Chapter, protecting the natural resources and the health, safety and welfare of the residents of the City and future users of inhabitants of an area for which a site plan for a proposed use has been submitted, the City may require the applicant to deposit a performance guarantee for any or all site improvements required by this Ordinance. The purpose of the performance guarantee is to ensure the completion of improvements connected with the proposed use as required by this Chapter, including but not limited to roadways, lighting, utilities, sidewalks, drainage, fences, walls, screens and landscaping.
2. The City may employ the City Engineer or other City staff or consultants to review cost estimates and conduct periodic inspections of the progress of improvements.

#### B. General Standards ~~Procedure~~

1. Only the applicant may post a performance guarantee. If the subject real property is transferred, conveyed, or sold (other than as an individual, single-family lot or unit), the successor (with legal proof of ownership) must replace any outstanding performance guarantees at the time of purchase. Cash bonds may be assigned upon proof of transfer, conveyance, or sale. If the successor does not replace all performance guarantees, then the applicant will continue to be responsible under such guarantees for completing the project in accordance with their terms. This provision does not prohibit joint performance guarantees, provided that the applicant is one of the joint guarantors and if deemed acceptable by the Community Development Director.
2. Forfeiture. Performance guarantees cannot be terminated, canceled, reduced, rebated, or released without written authorization from the Community Development Director. All guarantees remain in full force and effect until such time as the Community Development Director has authorized otherwise. On determination of the Community Development Director that any conditions of the performance guarantee have not been complied with, the Community Development Director has the recourse to the rights created under the guarantee and as set forth in this section.
3. Refunds of cash bonds approved by the Community Development Director will be made payable solely to the applicant, or to an assignee of the applicant in the event of a transfer. Refunds will be mailed to the address specified on the bond receipt if not retrieved by the applicant or assignee from the Community Development Department within a reasonable time after notice that the refund is available. If the refund is returned undeliverable, it will be held by the City and returned to the applicant upon demand; however, if such demand is not made within one year after the date of refund, the bond is deemed forfeited and will be deposited in the general fund of the City.
4. Performance guarantees may be in the form of cash, certified check, irrevocable bank letter of credit, and/or, for any amount after the first \$100,000 is posted in cash, certified check, letter of credit, or surety bond.
5. Projects are categorized as single-family residential, multiple-family residential, or mixed-use/nonresidential. For development projects that are approved with separate and discrete

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phases, the requirements of this chapter may be applied separately to each phase (i.e., on a phase-by-phase basis).

### C. Procedure

1. The Community Development Department is authorized to require all applicants constructing site improvements under any permits and approvals granted under the City Code to post a performance guarantee with the City Treasurer to guarantee completion of all required site improvements associated with a project in accordance with this Article, in an initial amount of one hundred percent of the estimated cost of the site improvements for which the guarantee is required in the form required in subsection C.4, below.
2. Notwithstanding any provision of any other chapter or section of this Code with regard to issuance of permits for specific improvements, performance guarantees require actual construction and installation of all required site improvements within one year after the issuance of the initial permit, or within six months after a temporary occupancy permit has been issued for any structure on the real property, whichever is shorter or occurs first. The time limit may be extended at the Community Development Director's discretion, upon determination that work is proceeding toward completion and that the delay is not dilatory or unreasonable under all the circumstances. In reaching this determination, the Director may take into consideration any appropriate factors established by the applicant, including but not limited to weather conditions, delays in securing required approvals/permits from other regulatory agencies, and force majeure events, not including general economic conditions. The request for extension must be in writing, accompanied by a schedule for completion of all remaining work. At the time an extension is requested, a site inspection will be conducted, with the cost of such inspection being the direct responsibility of the applicant, to confirm work remaining on the site.
3. At the time of issuance of the initial permit for improvement for any project and before conducting any preconstruction meetings, the applicant is required to deposit a performance guarantee in the amount of one hundred percent of the estimated cost of site improvements.
4. The guarantee required by this section must be posted by and in the name of the applicant encompassing all required improvements and must be in the form of cash, certified check, or irrevocable bank letter of credit for all amounts up to one hundred thousand dollars. To the extent that amounts required to be deposited are at any time in excess of one hundred thousand dollars, such excess amounts may be posted by and in the name of the applicant as a separate guarantee, in any form allowed under the definition of "performance guarantee" including a surety bond.

### D. Default

1. If the applicant fails to timely complete all site improvements and/or timely take the required action for which the performance guarantee was required, the applicant will be deemed to be in default. Unless a shorter period has been specified in a permit or approval issued, or elsewhere in this Code, "timely" completion of improvements means not longer than one year from the date of issuance of the initial permit for improvements, unless such time is extended by the Community Development Director as permitted in subsection C.2, above.
2. In the event of a default, the City will, following notice to the applicant and opportunity for the applicant to cure such default, as specified in the notice, have the right (but not the obligation) to use the performance guarantee to complete the improvements or restore and stabilize the project site, within the discretion of the Community Development Director, taking all factors into

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consideration, including but not limited to the progress made toward completion and the need for the site improvement to be completed in order for the City's public infrastructure to function as intended. The application for site or plot plan or plat approval, building permit, temporary certificate of occupancy, or similar approvals will be deemed to have authorized the right of the City to enter upon the real property to bring about such completion. A notice to the applicant given under this section may be provided by one or more of the following methods: regular first class mail to the address on the application for permit; delivery of the notice to the applicant at such address; hand-delivery to the applicant; or posting the real property.

3. In the event the performance guarantee posted is insufficient in amount to allow the City to complete the improvements and/or actions, the applicant will be required to pay to the City such additional costs as are needed for the completion of such improvements and/or actions. Should the City use the performance guarantee, or a portion thereof, to achieve such completion, any amounts remaining will first be applied to the City's administrative costs, which are equal to twenty percent of the cost of such completion, and to payment of actual attorney's fees, consultant fees, and like fees expended in connection with securing the guarantee and completing the improvements and/or actions; the balance remaining thereafter (if any) will be refunded to the applicant.
4. In the event of default, the City may contract with a third party to complete work required pursuant to this Article. Public bidding requirements are not required.
5. The applicant is responsible for ensuring that the required performance guarantees remain in place until all site improvements are complete and the guarantees have been released by the Community Development Director. Bonds and irrevocable letters of credit are not permitted to lapse or expire without renewal or replacement. The Community Development Director may call or collect upon any such guarantee prior to its expiration if it reasonably appears to the Community Development Director that the guarantee will be permitted to lapse or expire.

**E. Release or Rebate of Performance Guarantees.**

The City Treasurer cannot release a performance guarantee until:

1. All fees that are due have been paid;
2. A maintenance guarantee has been posted, if applicable;
3. Inspection of the development site has been performed when required; and
4. The Community Development Director has determined that the conditions and requirements of the permit/approval otherwise specified in the performance guarantee have been met and final approval of same has been granted.

The Director may, after performing a site inspection at the written request of an applicant, rebate or reduce portions of a performance guarantee upon determination by the Director, in their sole discretion, that the improvements and/or actions for which that performance guarantee was posted have been satisfactorily completed in accordance with the approved plans, any temporary certificate of occupancy, and all other applicable laws, regulations, and ordinances. No such rebate or reduction will occur until seventy-five percent of the value of all of the site improvements, based on an estimate of the value of labor and materials, for the real property are complete, at which time fifty percent of the performance guarantee may be released. At no point can the amount of the performance guarantees held by the City be less than one hundred percent of the cost to complete the remaining required improvements on

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the real property. The applicant is responsible for the actual cost of inspections requested pursuant to this section.

**F. Maintenance and Defect Guarantees Authorized.**

1. All applicants must post a maintenance guarantee and/or defect guarantee warranting the successful operation and maintenance of site improvements, and guaranteeing the workmanship, materials, and design used in construction of site improvements required by the conditions of any permits or approvals issued pursuant to this Code, as defined above.
2. Unless otherwise specifically indicated in this Code, all maintenance guarantees and defect guarantees must guarantee successful operation, workmanship, materials, and design of required facilities for a period of two years following final inspection and final acceptance by the City in accordance with the procedures set forth in this Article. With regard to plantings required under 12.03 of the Zoning Ordinance, the maintenance and guarantee period of two full growing seasons is required. If any defect or deficiency occurs or becomes evident during the two-year period, then the owner must after ten days' written notice from the City, correct it or cause it to be corrected. In the event any improvement is repaired or replaced pursuant to the demand of the City, the Community Development Director may require the guarantee with respect to such repair or replacement, as defined and determined by the Community Development Department, to be extended for two full years from the date of the repair or replacement.
3. The applicant must notify the City and schedule inspections of facilities required pursuant to this Code, as defined above, at least sixty days before the end of the two-year maintenance and/or defect period, and the City will conduct such inspection as soon thereafter as is practicable and, generally within thirty days.
- ~~2. When a performance guarantee is required, said performance guarantee must be deposited with the City prior to the issuance of a building permit for the development and use of the land. Upon the deposit of the performance guarantee, the City will issue the appropriate building permit and the City will thereafter deposit the performance guarantee, in the form of a cash deposit, surety bond, letter of credit or certified check.~~
- ~~3. At the time the performance guarantee is deposited with the City and prior to the issuance of a building permit, the applicant must enter into an agreement with the City incorporating the performance guarantee provisions.~~
- ~~4. The agreement must also prescribe the period of time within which the improvements for which the performance guarantee has been required are to be completed. The period will begin from the date of the issuance of the building or other permit.~~
- ~~5. In the event the performance guarantee deposited is a cash deposit or certified check, the City will rebate to the applicant, upon request from the applicant, fifty percent of the deposited funds when the applicant has completed at least seventy-five percent of the required improvements by project cost as confirmed by the Community Development Director or their designee at the time of the request. The remaining fifty percent of the deposited funds will be returned when the applicant has completed one hundred percent of the required improvements and there is compliance with the Chapter as confirmed by the City.~~
- ~~6. In the event the applicant defaults in making the improvements for the which the performance guarantee was required within the time period established by the City, the City has the right to use the performance guarantee deposited and any interest earned thereon to complete the improvements through contract or otherwise, including specifically the right to enter upon the subject parcels to make the improvements.~~
- ~~7. If the performance guarantee is not sufficient to allow the City to complete the improvements for~~

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~~which such guarantee was posted, the applicant will be required to pay the City the costs of completing the improvements that exceeds the amount of the performance guarantee, or a portion thereof. Any amounts remaining after said completion will be applied first to the City's administrative costs including, without limitation, attorney fees, planning consultant fees and engineering consultant fees in completing the improvements with any balance remaining being refunded to the applicant.~~

~~**C. Guarantee with other agencies.** If the applicant has been required to post a performance guarantee or guarantee with another governmental agency to ensure the completion of an improvement associated with the site, the applicant will not be required to deposit with the City a performance guarantee for that same improvement.~~

~~**D. Site Plan completion guarantee**~~

- ~~1. Prior to the issuance of any building permit for any building, and prior to the signing of the final plat by the City Clerk in a platted subdivision, or prior to the issuance of any building permit for any building in a site condominium project, or prior to the issuance of a certificate of occupancy for any other development which required Site Plan Review under this Chapter, the applicant must provide to the City a completion guarantee deposit. Said deposit must guarantee the completion of all site improvements shown on the approved final site plan or final preliminary plat. For the purpose of this Section, completion means inspection by the appropriate City officials or other government agencies for compliance with the final site plan approved by the Planning Commission or final preliminary plat approved the City Council, not less than six months after all site plan or plat improvements have been installed.~~
- ~~2. "Site improvements" means, but is not limited to, drives and streets, curbs and gutters, sidewalks, water and sanitary sewer systems, drainage facilities and retention/detention basins, final grading and swales, retaining walls, landscaping and parking lots.~~
- ~~3. In the event the applicant fails to correct any deficiencies within thirty days of written notice from the City, the City has the authority to use the guarantee to complete the site improvements, or repairs to said improvements, within a period of nine months following the issuance of the last certificate of occupancy unless good cause can be shown by the applicant for the delay in completion. The Community Development Director may, at their sole discretion, agree in writing to a specific extension of the nine-month period. The City may use the completion guarantee to hire subcontractors to complete work, fund inspections and for the administration of the required work including legal fees.~~
- ~~4. The guarantee, or portion thereof, must be promptly released upon the inspection and approval of all improvements in compliance with the approved final site plan or special use permit and all applicable City standards and specifications. Portions of the guarantee may be released, in not more than three installments, provided that the project or approved phase of a project has been completed for six months and the improvements for which the release is requested have been inspected and approved in accordance with the above standards, and the remaining balance is sufficient to cover the remaining improvements, including administrative and contingency expenses.~~

~~**E. Types of completion guarantees.** The applicant may provide a guarantee in form of a cash deposit, surety bond, letter of credit or certified check.~~

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**SECTION 4:** Section 6.04.C.6 Multiple Family Development (MF) and Section 6.04.D.1 Authorized Site Layouts of Section 6.04.C Site Layouts of Section 6.04 RC – Residential Corridor of Article 6 of Chapter 138 Zoning of the Berkley City Code is amended to rename the Multiple Family Development Site type for clarity as follows:

6. **Multiple ~~Family Development~~ Attached Single Family (MASF).** The multiple ~~family development~~ attached single family site layout allows multiple principal buildings on a site. The MASF site layout dimensional requirements for primary and attached accessory structures are as follows:

Table 6.04.C.6		
Regulation	Multiple <del>Family Development</del> <u>Attached Single Family</u> requirements	
	<i>Corridor Street</i>	<i>Residential Street</i>
Minimum lot area	10,000 sq. ft.	
Minimum lot width	100 ft.	
Maximum lot coverage	65%	
Minimum primary front yard setback	25 ft.	25 ft. or equal to the average setback of the 6 adjacent buildings on the same block, whichever is greater
Minimum exterior side yard for a corner lot	15 ft.	15 ft.
Minimum rear yard setback	15 ft.	15 ft.
Minimum side yard setback	30 ft.	20 ft.
Minimum distance between buildings	15 ft.	
Maximum building height	40 ft.	30 ft.
Parking	Side yard, rear yard, or interior	Rear yard or interior
Driveway Access	Corridor street	Secondary frontage of residential street
Screening/Landscaping	See Article 12	
Minimum transparency front façade	30%	

1. **Authorized site layouts:** Site layouts, determined by the street type and site type in the RC Regulating Plan, are allowed by the approval process in Table 6.04.D.1 below.

Table 6.04.D.1			
Street Type	Site Type	Site Layout	Approval

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<b>Residential</b>	Small	SF	Principal
	Medium	SF	Principal
<b>Corridor</b>	Small	SF	Principal
		2F	Special
	Medium	2F, ASF	Principal
		NR	Special
<b>Double Frontage on both Residential &amp; Corridor</b>	Large	MASF, IN	Special

**SECTION 5:** Section 9.16 Locating Parking Lots of Article 9 General Provisions of Chapter 138 Zoning of the Berkley City Code is amended to provide regulations for stand-alone parking lots:

**SECTION 9.16 LOCATING PARKING LOTS**

- A. Parking lots or structures must be directly adjacent to the property that it accompanies.
- B. Parking lots or structures built on their own parcel must be combined with the parcel containing the use that it accompanies. If the City determines a parcel combination is not possible based on current conditions, the Planning Commission must place a condition on the special land use approval for the parking lot or structure that limits the use of the parcel to parking for the adjacent property.
- C. Municipal parking lots are exempt from the requirements of this Section, per the parking exemption under Section 14.05.A. Section 9.16.B (proposed text is red underlined font): "Parking lots or structures built on their own parcel must be combined with the parcel containing the use that it accompanies."

**SECTION 6:** Section 11.08.C Standards for All Temporary Signs of Section 11.08 Temporary and Portable Signs of Article 11 Sign Regulations of Chapter 138 Zoning of the Berkley City Code is amended to revise the time limits for temporary signs as follows:

**B. Standards for All Temporary Signs.**

1. Temporary signs must be constructed of durable, all-weather materials and designed to remain in place and in good repair so long as they remain on display.
2. For temporary signs greater than six square feet in area, display of temporary banners and temporary signs are allowed for up to fourteen continuous days up to four times per year ~~two continuous periods no greater than a total of thirty days in a calendar year.~~

**SECTION 7:** Section 11.10 Nonconforming Signs of Article 11 Sign Regulations of Chapter 138 Zoning of the Berkley City Code is amended to modify the requirements for non-conforming signs as follows:

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## Section 11.10 Nonconforming Signs

All nonconforming signs or their support structures:

- A. Must not be replaced by another nonconforming sign;
- B. Must not be structurally altered so as to prolong the life of the sign or so as to change the shape, size, type or design of the sign;
- C. Must not be reestablished after the activity, business, or usage to which it relates has been discontinued ~~for ninety days or longer;~~
- D. Must not be reestablished after damage or destruction if the estimated expense of reconstruction exceeds thirty-five percent of the appraised replacement cost; and
- E. The words or symbols used, or the message displayed on a nonconforming sign may be replaced as long as the nonconformity is not increased.

**SECTION 8:** Section 14.04.E Parking Space for Other Land Uses of Section 14.04 Vehicle Parking Requirements of Article 14 Off-Street Parking, Loading and Access Standards of Chapter 138 Zoning of the Berkley City Code is amended to clarify location requirements for shared use parking and to prohibit commercial vehicles at single- and two-family dwellings as follows:

### ***E. Parking space for other land uses.***

1. The off-street parking facilities required for all other uses must be located on the lot ~~or within five hundred feet~~ of the permitted uses requiring such off-street parking. For shared use parking, the facilities must be located within five hundred feet of the lot where the permitted uses are located ~~or~~, such distance to be measured along lines of public access to the parcels between the nearest point of the parking facility to the building to be served.
2. No parking is permitted on any residential lot or combination of lots in the side or rear yards except on a hard surface material.
3. Recreational vehicles must be stored in an accessory structure or the rear yard on a hard surface. A recreational vehicle parked on property for more than forty-eight hours is considered stored.
4. Commercial vehicles cannot be parked for more than forty-eight hours at any single- or two-family dwelling.

**SECTION 9:** Section 14.04.N Leased Parking in Municipal Lots of Section 14.04 Vehicle Parking Requirements of Article 14 Off-Street Parking, Loading and Access Standards of Chapter 138 Zoning of the Berkley City Code is amended to allow annual parking passes to count towards parking requirements as follows:

- N. ~~Leased parking~~ Annual parking passes in municipal lots.*** ~~If approved by the Community Development Department, p~~ Parking spaces purchased in accordance with the Overnight Parking Policy ~~leased in~~ municipal lots may be counted toward required parking up to a maximum of two spots. A lease ~~An~~ agreement with the City must be submitted as part of the site plan or business license application in order for leased annual parking passes in municipal lots parking spaces to be counted towards required parking. ~~The rules and fees for such lease agreement with the City must~~

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~~be adopted by Resolution of the City Council.~~ The rules and fees for such annual parking must comply with the Overnight Parking Policy.

**SECTION 10:** Section 15.03.A Sketch Plan of Section 15.03 Site Plan Review Procedures of Article 15 Site Plan Review Procedures and Requirements of Chapter 138 Zoning of the Berkley City Code is amended to clarify that an applicant may present a sketch plan to the Planning Commission as a discussion item as follows:

#### Section 15.03 Site Plan Review Procedures

- A. Sketch Plan.** Except as otherwise required by this Ordinance, an applicant has the option of submitting a sketch plan to the Zoning Administrator for informal review. The applicant may also request the sketch plan be forwarded to the Planning Commission for as an informal discussion item at an upcoming meeting. All applications for site plans must be accompanied by a sketch plan. A sketch plan drawn to a reasonable scale must have the following information.
1. Applicant's name, address, email address and telephone number.
  2. Common description of the parcel and complete legal description.
  3. Dimensions of land, including width, length, acreage and frontage.
  4. Existing zoning and current land use of the parcel under consideration and zoning and current land use of all adjacent properties.
  5. General location of all existing structures, roadways and natural features.
  6. The general location and size of all proposed buildings, roadways, parking areas and any other changes proposed to be made on the subject parcel.

#### **SECTION 11:** Savings

The amendments of the Berkley Code of Ordinances set forth in this ordinance do not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendments of the Berkley Code of Ordinances set forth in this ordinance.

#### **SECTION 12:** 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 13:** Penalty

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

#### **SECTION 14:** Effective Date

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

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**SECTION 15: Publication**

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

Introduced on the First Reading at the Regular City Council Meeting on \_\_\_\_\_ .

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

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

Attest:

\_\_\_\_\_  
Victoria E. Mitchell, City Clerk

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## MEMORANDUM

To: Mayor Dean and City Council  
From: Crystal VanVleck

Date: June 15, 2026

Subject: Consideration of GLWA (Great Lakes Water Authority) Member Partner Contract for Legal Services for the 3M and Dupont Public Drinking Water Settlements and the Corresponding Resolution of GLWA Member Partner the City of Berkley Authorizing the Execution of the Legal Services Agreement for the 3M and DuPont Public Drinking Water Settlement.

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Madam Mayor and Members of City Council,

### **Background**

DuPont and 3M have agreed to settle a class action lawsuit for claims against them relating to PFAS/PFOA that have entered public water systems and have required treatment for removal. 3M and DuPont have provided a settlement fund to pay municipal water systems for any and all PFAS claims that they may have against 3M or DuPont. The City buys all of its public drinking water from GLWA, which is for purposes of this litigation, considered a “Tier 1” class member (supplier).

GLWA’s wholesale customers—like Berkley—are designated as “Tier 2” class members in the settlement documents for this litigation. Typically, the settlement funds in this case would go to the entity that actually treated the water to remove the PFAS—in this case, GLWA as the Tier 1 class member/supplier. However, GLWA did not file a timely claim for recovery as a Tier 1 member. As a result, its wholesale customers may have a right to claim any of the settlement funds GLWA may otherwise have been entitled to.

GLWA and its counsel, the national firm Stag Luizza, are asserting that they believe such claims by Tier 2 customers will in fact be successful.

### **Summary**

GLWA, through Stag Luizza, is making an effort to help its customer communities like Berkley to claim the funds that GLWA would otherwise have been entitled to. It is doing this by working with Stag Luizza, as national counsel for the lawsuit, and local counsel for the communities who choose to take advantage of the opportunity to make a claim to do all the things necessary to make that claim. What that primarily entails is testing

GLWA's "source water" for the level of PFAS/PFOA at GLWA's source. This test is required to make a claim. Stag Luizza has a testing company available and ready to do that work. Once that testing is done, filing a claim primarily entails filling out claim-related paperwork and submitting it to the court (as discussed in more detail below).

While it's not yet clear what the City's entitlement might be to recovery as a Tier 2 member or exactly how substantial a settlement amount might be, GLWA and Stag Luizza have indicated that if received, those funds would be unrestricted and could be used for any public purpose. There is no requirement that funds secured be used in the water fund or be used to conduct further testing or water source improvements. But as the term "settlement" implies, 3M and DuPont would have no further liability to GLWA or Berkley.

As often happens in these cases, there typically is also local counsel to work with the national firm in an affected area. Under the proposed documents, RSJA would be authorized and allowed to act as local counsel for purposes of the claim. The claim would be made on a contingency basis, which means that if no funds are paid to the City, the City will not have to pay any attorneys' fees for the work on the claim. If there is a recovery by the City, however, attorney's fees would be the typical "one third/33%" of the recovery—except that the settlement documents contemplate that 8% of that amount be deducted from that fee for court settlement administration purposes (leaving a contingent attorney fee of 25% total). RSJA would get 25% of the remaining 25% contingency fee.

The size of any community's settlement is based on the City's actual flow rates for the years 2013 through 2025 combined with the amount of PFAS/PFOA that is found at GLWA's treatment plant intake. In order to obtain a settlement, the source water has to have some PFAS/PFOA contamination. GLWA has agreed to allow its wholesale customers to use testing from its source to participate in the settlement. Again, the settlement would resolve all PFAS/PFOA claims against 3M and DuPont for any PFAS/PFOA contamination now and in the future.

It is confirmed that Berkley is included in DuPont and 3M's list of class members. If we do not make a claim now, we will lose any opportunity to make a claim against either DuPont or 3M. In order to participate, testing and submittal of a claim will need to be completed by July 1, 2026 and July 31, 2026, respectively. RSJA will work with City Staff to gather the information needed to submit the claim, and will review any documents needed to finalize the application and claim process,

### **Recommendation**

(Approve/Postpone/Deny) the GLWA Member Partner Contract for Legal Services for the 3M and Dupont Public Drinking Water Settlements and the Corresponding Resolution of GLWA Member Partner the City of Berkley Authorizing the Execution of the Legal Services Agreement for the 3M and Dupont Public Drinking Water Settlements.

**A RESOLUTION OF GLWA MEMBER PARTNER**

**THE CITY OF BERKLEY**

**AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES AGREEMENT**

**FOR THE 3M AND DUPONT PUBLIC DRINKING WATER SETTLEMENTS**

Minutes of a Meeting of the City Council of the City of Berkley, County of Oakland, Michigan, held in the City Hall of said City on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_ o'clock P.M. Prevailing Eastern Time.

PRESENT:

Councilmembers \_\_\_\_\_

ABSENT:

Councilmembers \_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

WHEREAS, a civil action and/or claims in Aqueous Film-Forming Foams Litigation MDL No. 2873 (“AFFF”) the City of Berkley (the “City”) is committed to delivering clean drinking water to its customers; and

WHEREAS, the City is also committed to taking reasonable steps to recover cost reimbursements that may be available in the 3M and DuPont Public Drinking Water Settlements and to reduce costs to its consumers; and

WHEREAS, STAG LIUZZA, L.L.C., and ROSATI SCHULTZ JOPPICH & AMTSBEUHLER, PC have put together a team of uniquely qualified and experienced attorneys (“the Firm”) who have joined together to assist public entities seeking to recover cost reimbursements that may be available in the 3M and DuPont Public Drinking Water Settlements; and

WHEREAS, the Firm is comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities pursuing legal claims involving cost recovery in the drinking water settlements; and

WHEREAS, the City Council has determined it to be in the City’s best interest to enter into the Legal Services Agreement with the Firm and the filing of claims for the 3M and DuPont Public Drinking Water Settlements in the Aqueous Film-Forming Foams Litigation MDL No. 2873 (“AFFF”); and

WHEREAS, the City desires to authorize the execution of the as Exhibit “A” to be signed by the City Manager; and

NOW THEREFORE BE IT RESOLVED by the City Council that the Manager of the City is hereby authorized to execute the Legal Services Agreement with the Firm based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Exhibit "A."

AYES:

NAYES:

RESOLUTION DECLARED ADOPTED.

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Victoria Mitchell, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Berkley , County of Oakland, and State of Michigan, at a regular meeting held this \_\_\_\_ day of \_\_\_\_\_, 2026, and that public office of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

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Victoria Mitchell, City Clerk  
City of Berkley



Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

**1. ATTORNEY FEES AND COMMON BENEFIT ASSESSMENT.** As compensation for legal services, Client agrees to pay Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorney Fees"). Attorney Fees shall be one-third (1/3) of the Gross Amount Recovered for Client's Claims. For any recovery made, Client understands and agrees that Attorney Fees will be divided as follows: 25% to ROSATI SCHULTZ and 75% to STAG LIUZZA, LLC.

Pursuant to Court order, every AFFF settlement claimant must pay an eight percent (8%) common benefit assessment of the Gross Amount Recovered. As a benefit to Client, said Common Benefit Assessment will be credited against the one-third (1/3) Attorneys' Fees herein. Therefore, Client will not separately bear or reimburse Attorneys for the Common Benefit Assessment and Attorneys will be paid a net total contingency fee of 25 1/3%.

Attorney Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

**2. COSTS AND EXPENSES.** In addition to paying Attorney Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys may advance expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing any expenses if the amount of recovery is less than the costs incurred. **Client shall only reimburse costs or expenses advanced by Attorneys in the event of a recovery by settlement or judgment.** But in no event will fees exceed the Compensation as set forth in Paragraph 1, above. If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment. But in no event will fees exceed the Compensation as set forth in Paragraph 1, above.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production

or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$ .30 per page; facsimile costs at a rate of \$ .25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services. But in no event will fees exceed the Compensation as set forth in Paragraph 1, above.

**3. NO GUARANTEE.** Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. Client acknowledges that Client's Claims may may result in no recovery. Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, Client refuses to follow the recommendations of the Attorneys, Client fails to abide by the terms of this agreement, the Client fails to provide requested information or assistance, if the continued representation by Attorney would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct.

**4. ELECTRONIC DATA COMMUNICATION AND STORAGE.** In the interest of facilitating our services to Client, Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to Client may be transmitted or stored using these methods. Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, Attorneys employ measures designed to maintain data security. Attorneys will make reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. Attorneys also require all Attorneys' third-party vendors to do the same. However, Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

**5. PRIVILEGE.** The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

**6. MODIFICATION.** It contains the entire and complete understanding between the parties and can only be modified by a written amendment signed by all parties.

**7. TERMINATION OF REPRESENTATION.** Client acknowledges that Client has the right to terminate the representation upon written notice to that effect. Client acknowledges that Client will be responsible for any contingent attorney fees or related expenses incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. Client warrants and represents to the Attorneys that all information Client has provided to, or will in the future provide to, the Attorneys regarding Client's Claim is true and correct to the best of Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys are discharged or otherwise cease to serve as Client's legal counsel prior to full payment of the settlements, then Attorneys shall receive as compensation for services, and in consideration of the work that Attorneys performed to achieve the settlement amount allocated to Client, the full contingency fee earned or reasonably earned by Attorneys. At the conclusion of this matter, the Attorneys will retain Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless Client notifies the Attorneys in writing that Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files. But in no event will fees exceed the Compensation as set forth in Paragraph 1, above.

**8. ENTIRE AGREEMENT.** The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

**9. AUTHORITY.** Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. Client representative signing below represents that Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

#### **EFFECT OF SIGNING**

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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**Date**

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**CRYSTAL VANVLECK, CITY MANAGER**

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**Date**

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**MICHAEL G. STAG  
FOR STAG LIUZZA, LLC**

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**Date**

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**ELIZABETH SAARELA  
FOR ROSATI, SCHULTZ, JOPPICH &  
AMTSBEUCHLER, PC**