



**CITY OF BERKLEY PUBLIC NOTICE
REGULAR CITY COUNCIL MEETING
MONDAY, AUGUST 17, 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, July 20, 2026.
- 2) Warrant List No. 1425.
- 3) Harvard Water Main and Road Reconstruction Project Design Engineering Proposal.
- 4) Spalding Dedecker Proposal for engineering related services as the replace to the EPA Community Grant for Lead Service Line Replacements.
- 5) Public Works North East Wall Replacement Phase 2.
- 6) Second reading and adoption of an ordinance to amend Section 14.04.B Payment-In-Lieu Fees of Chapter 138 Zoning of the City of Berkley Code of Ordinances to modify regulations for payment-in-lieu of required parking spaces.
- 7) Second reading and adoption of an Ordinance of the City Council of the City of Berkley, Michigan to amend Article IX, Engineering Design Standards of Chapter 26, Buildings and Building Regulations of the City of Berkley Code of Ordinances to clarify that developments are subject to the provisions of the adopted Engineering

Design Standards.

- 8) Update to the City's Cooperative Agreement with the Berkley School District for the School Resource Officer.
- 9) Declaring items as surplus
- 10) National Suicide Prevention Month proclamation.

REGULAR AGENDA

- 1) Recognitions or presentations from the Consent Agenda.
- 2) Presentation of the Quarter 2 Strategic Framework Report.
- 3) Presentation by Better City of the City of Berkley's Economic Development Strategy.
- 4) Consideration of adoption of the 2026 Economic Development Strategy.
- 5) Matter of approving participation in the "Tie Michigan Teal" campaign to promote awareness of ovarian cancer and its symptoms.
- 6) Second Reading of an Ordinance to amend Chapter 86 and Chapter 106 of the Berkley City Code of Ordinances to provide for the regulation of electric bicycles, electric skateboards/scooters, and bicycles.
- 7) Interlocal Agreement for Law Enforcement Services with Pleasant Ridge.
- 8) Interlocal Agreement for Law Enforcement Services with the Village of Beverly Hills.
- 9) Letter of Understanding with the Berkley Police Service Aide Association/Michigan Association of Police (Dispatch Union).
- 10) City Council 2026-2027 Meeting Dates Amendment.

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@Berkleymt.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, JULY 20, 2026 BY MAYOR DEAN**

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

OTHER STAFF PRESENT:

City Manager Crystal VanVleck
City Attorney Lisa Hamameh
City Clerk Victoria Mitchell
Community Development Director Kristen Kapelanski
Public Safety Director Matt Koehn
Parks & Recreation Superintendent Dan McMinn
Department of Public Works Superintendent Adam Wozniak
Communications Director Caitlin Flora
Communications Assistant Serafine Hinz
Public Safety Department personnel

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Aric Klar, Quality Roots, spoke regarding the marihuana retail ordinance.

Craig Aranoff, Quality Roots, spoke regarding the marihuana retail ordinance.

Nathan Miller, Troy, announced a community event held by his flight school, Victor's Aviation.

CONSENT AGENDA

Councilmember Hennen moved to approve the following Consent Agenda
Seconded by Councilmember Black

Minutes of the 41st Regular City Council meeting on Monday, June 15, 2026 and
Special City Council meeting on Monday, July 6, 2026.

Warrant List No. 1424.

Proposal from Spalding DeDecker for Water Reliability Study Updates.

Camion Brine Master 3000 budgeted purchase.

Fleetio Fleet Management Software.

MDOT Contract Agreement Carbon Reduction Grant.

Stertil-Koni Mobile Column Lifts Sourcewell purchase as part of the 26/27 Capital Improvement Plan.

Participation in the 2026 Road Commission Pavement Marking Program.

Purchase of Two Budgeted Replacement 2027 Ford Police Interceptor AWD Utility Patrol Vehicles.

Purchase of a Budgeted Enclosed 7x16 Trailer for Transportation/Storage of Utility Task Vehicle.

Fee Schedule Amendment to add City Spigot Use Fee.

Approval of Permanent Traffic Control Orders.

Appointing a representative and an alternate representative to the SOCWA Board of Trustees.

Appointing a representative and an alternate representative to the SOCRRRA Board of Trustees.

SMART Municipal & Community Credits Contract — FY 26/27.

Review and Approve Master Service Agreement Between City of Berkley and Rep'd.

Proclamation honoring the dedication and service of Betty Smith.

Proclamation honoring the dedication and service of Zack Dunlap.

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

Nays: None

Motion Approved.

Regular Agenda

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

Councilmember Patterson read the Proclamation honoring Betty Smith in its entirety.

Communications Director Caitlin Flora presented on Rep'd:

- In partnership with a company called Rep'd, we've been working to launch a new tool on our website called Ask Berkley.
- Ask Berkley is an AI-powered chatbot that allows residents to ask questions of the city. In response, the residents will receive an answer that pulls directly from our website or maybe it's a video from one of our staff members. The chatbot pulls from the information that's already on our website and then the video information is created by the staff who are the experts in that realm.
- Staff has access to a dashboard with information about questions asked to help us understand where we have information gaps.

- Using the most-asked questions, Rep'd provides scripts for staff to record answer videos to showcase the human side of local government.

Director Flora demonstrated the tool.

PRESENTATION: Recognition of Public Safety promotions and introductions of Recent DPS hires.

Chief Koehn spoke about the new positions, restored positions, promotions, new hires. DPS has a hard time finding good people. The people before them are the cream of the crop.

Chief Koehn also reviewed the hiring process: application, cover letter, oral boards, backgrounds, psych and physical exam, then police, fire, first responder, and further training.

Chief Koehn stated that there is no more noble profession and that he was so proud they joined the team.

Mayor Dean said it is critically important that we have the right people. She stated that she believes that all the people in front of them tonight are in the right spot. She thanked all of them on behalf of Council and the residents of Berkley. They all feel a sense of peacefulness.

City of Berkley and the Courts and Law Enforcement Management Information System (CLEMIS) Authority agreement.

Councilmember Patterson moved to approve Resolution No. R-21-26

Seconded by Councilmember Gavin

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

Nays: None

Motion Approved.

"Berkley Days Fall Festival" application for the event on Saturday, September 12, 2026 from noon-4 PM at 2400 Robina Ave. for the Berkley Days Committee, 3256 Thomas Ave/ P.O. Box 721112.

Councilmember Baker moved to approve Motion No. M-83-26

Seconded by Councilmember Hennen

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

Nays: None

Motion Approved.

"Berkley Street Fest" application for the event on July 25, 2026, from 11 AM-8:30 PM on Coolidge Highway between Catalpa and Beverly for the Berkley Area Chamber of Commerce, P.O. Box 72-1253.

Councilmember Black moved to approve Motion No. M-84-26

Seconded by Councilmember Elrod

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

Nays: None

Motion Approved.

Oakland County Access to Transit Resolution as it relates to the Conceptual Design and Preliminary Engineering of the Coolidge Corridor.

Councilmember Gavin moved to approve Resolution No. R-22-26

Seconded by Councilmember Elrod

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

Nays: None

Motion Approved.

Special land use approval for PSU-01-26, Sugarcoated, for 3462 Greenfield Rd. because the City Council finds it meets all of the standards in Chapter 138, Section 10.03 of the City of Berkley Zoning Ordinance as follows:

- The request is compatible with adjacent land uses;

- The request is compatible with the Master Plan;
- The request is located and designed in a manner that will minimize the impact of traffic;
- The request is adequately served by essential public facilities and services;
- The request is in compliance with the Zoning Ordinance;
- The request does not unreasonably impact the quality of natural features and the environment; and
- The following factors do not unreasonably impact surrounding properties when compared to permitted uses:
 - o The nature and character of the activities, processes, materials, equipment or conditions or operation, either specifically or typically associated with the use;
 - o Vehicular circulation and parking areas;
 - o Outdoor activity, storage and work areas;
 - o Hours of operation; and
 - o Production of traffic, noise, vibration, smoke, fumes, odors, dust, glare, light or other public nuisances.

Councilmember Hennen moved to approve Motion No. PSU-01-26

Seconded by Councilmember Patterson

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

Nays: None

Motion Approved.

First Reading of an Ordinance to amend Chapter 86 and Chapter 106 of the Berkley City Code of Ordinances to provide for the regulation of electric bicycles, electric skateboards/scooters, and bicycles.

Councilmember Baker moved to approve Ordinance No. O-11-26

Seconded by Councilmember Elrod

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

Nays: None

Motion Approved.

First reading of an Ordinance to amend Section 14.04.B Payment-In-Lieu Fees of Chapter 138 Zoning of the City of Berkley Code of Ordinances to modify regulations for payment-in-lieu of required parking spaces.

Councilmember Elrod moved to approve Ordinance No. O-12-26

Seconded by Councilmember Black

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

Nays: None

Motion Approved.

First reading of an Ordinance of the City Council of the City of Berkley, Michigan, to amend Article IX, Engineering Design Standards of Chapter 26, Buildings and Building Regulations of the City of Berkley Code of Ordinances.

Councilmember Patterson moved to approve Ordinance No. O-13-26

Seconded by Councilmember Hennen

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

Nays: None

Motion Approved.

COMMUNICATIONS:

COUNCILMEMBER PATTERSON

- The Zoning Board of Appeals met and provided an interpretation of a zoning ordinance and also approved a non-use dimensional variance.
- The Parks & Recreation Advisory Board:
 - o Welcomed new members.
 - o Summer camp is going extremely well.

- The SMART bus updated some data: the usage is 560.5 hours which is 5,163 miles and 1,346 passengers. They've asked that if you're using that, please call in advance.
- Upcoming summer events:
 - The Bacon Jamboree will be this Thursday from 5:30 to 7:30 PM at Bacon Park and
 - Berkley Beats will be on July 30th 7 PM at the Dorothea Pocket Park. The BOSS social district has expanded to include the pocket park.
 - Dream Cruise and Cruisefest will be on August 14th and 15th, Berkley Parks & Rec handles registration and parking spaces along with entertainment.
- MOMS Club is doing a fundraiser to raise money for softball batting cages.

COUNCILMEMBER BLACK

- Stated that over a year ago when he was leaving for deployment, he said that he was going so someone else could come home. And when he came home, he said, he's coming home, which means someone else has to go.
- Said that unfortunately he had to report that in this conflict with Iran, we have suffered more American casualties. He reminded everyone that was watching from home that Council gets to do this because there are men and women who've sworn an oath to protect this great thing we call a democracy. There are families that are hurting tonight because their sons and daughters and husbands and wives and aunts and uncles are not coming home. So just keep these families in your thoughts, in your prayers.

COUNCILMEMBER ELROD

- The Environmental Advisory Committee is off in July and will reconvene at 6:30 PM on Tuesday, August 18th at the community center.
- The Beautification Advisory Committee's next meeting is this Wednesday, July 22nd at 6:30 PM in the second-floor conference room of the Public Safety building.

COUNCILMEMBER HENNEN

- The Planning Commission held a special meeting for the medical spa land use and their next regular meeting will be on Tuesday, July 28th at 7 PM in council chambers.
- The Tree Board is on their summer hiatus.

COUNCILMEMBER BAKER

- The Downtown Development Authority (DDA) met on Wednesday, July 8th.
 - Their discussion continues on the Robina Plaza placemaking project. They also voted for the new board of officers including chair Matteo Passalacqua, Vice Chair Desiree Dutcher, Secretary Crystal VanVleck, and Treasurer Chris Gross. Thanked them for their continued service on the board and all the volunteers. For more information on upcoming events, you can always visit downtownberkley.com.
- The Berkley Historical Committee met on July 14th.
 - They are looking forward to the Street Fest coming up on July 25th.
 - They're developing a lecture series on topics specific to Berkley in the Parks & Rec Community Center from September through December. Said that he will be bringing more specific topics and timing in meetings to come.
 - For more information, visit berkleyhistory.com.
- Martin Luther King Jr. once said, "Everybody can be great because everybody can serve." Stated that when he thinks about all the great things that make Berkley special, a lot of those things happen quietly, like every day. One of the ways that we can help show gratitude for all that hard work is to roll up our sleeves and help a little bit ourselves, volunteering, supporting a neighbor or a local business, getting involved, or showing someone just a little bit of kindness and patience. Each of us has something to contribute.
- Please stay safe and please hug somebody you love.

MAYOR PRO TEM GAVIN

- The Berkley Area Chamber of Commerce will next meet tomorrow, July 21st at 5:30 PM at the library.
- Don't forget Berkley Street Fest is Saturday, July 25th from 11 AM to 8 PM.
- The library summer reading programs are in full swing at the library. Gave a big thanks to the Friends of the Berkley Public Library and Vibe Credit Union for sponsoring events this summer.
- The next meeting of the Library Board will be Wednesday, July 29th at 7 PM at the library.

CITY MANAGER VANVLECK

- Gave a shout out to the Department of Public Works staff; there is a lot of work that goes in, including storm cleanup, expansion of the BOSS district, preparing for Street Fest and closing Dorothea for the pocket park. Visit Berkleymt.gov/Dorothea for updates on all events. It has been amazing to see how everyone comes together to create those events; it's an all hands on deck endeavor.

CITY ATTORNEY HAMAMEH

- Complimented Crystal and the City Staff that help put these agendas together. This was a pretty lengthy agenda and, for the benefit of the public, so much work went on behind the scenes; if you saw from the inside how it happened, it is so efficient.

MAYOR DEAN

- Thanked DPW and Public Safety for all their hard work; in a way it has resulted in more wood chips available at the Community Center if people are interested in those.
- Said that she was traveling down Coolidge the other day and was happy to see that the Dorothea pocket park space was being used even though it wasn't activated at the time. She said that they really want people to feel like they can use the space to read a book, have a meal, meet with friends, have a coffee or a margarita now that the BOSS social district has been extended.
- On Saturday she visited Eliza's flower stand; Eliza is a six-year-old entrepreneur, growing and selling flowers with a little help from her mom and dad. Her flower stand is located at the corner of Mortenson and Dorothea every Saturday beginning at 9AM, but you don't want to wait too long because when she sells out, she's out. Eliza also sponsors a community garden at Rogers Elementary and she donates seeds from the flowers that she grows to the seed catalog at the library.

ADJOURNMENT:

Councilmember Patterson moved to adjourn the Regular Meeting at 8:34 PM

Seconded by Councilmember Hennen

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

Nays: None

Motion Approved.

Bridget Dean, Mayor

ATTEST:

Victoria Mitchell, City Clerk



CITY OF BERKLEY
WARRANT LIST
#1425
JULY 2026

Check Date	Check #	Payee	Description	GL #		Amount
07/17/2026	81602	21ST CENTURY MEDIA - MICHIGAN	MEETINGS & CONFERENCES	101-253-864-000	\$	314.85
			ADVERTISING	101-253-901-000	\$	314.85
					\$	629.70
07/17/2026	81603	2ND GEN PLUMBING LLC	BSW26-0022 - PUT26-0143	101-000-283-000	\$	5,000.00
07/17/2026	81604	2ND GEN PLUMBING LLC	BSW26-0025 - PUT26-0148	101-000-283-000	\$	500.00
07/17/2026	81605	ADN ADMINISTRATORS, INC.	CONSULTANT	101-191-817-000	\$	1,139.00
07/17/2026	81606	AIRGAS USA, LLC	VEHICLE SUPPLIES	101-443-781-000	\$	76.55
07/17/2026	81607	ALPHA PSYCHOLOGICAL SERVICES	CONTRACTUAL SERVICES	101-270-818-000	\$	810.00
07/17/2026	81608	ALVAREZ CONCEPTS LLC	BD26-0012 - PBD26-0013	101-000-283-000	\$	1,000.00
07/17/2026	81609	AMAZON CAPITAL SERVICES	COMMUNITY EVENTS	101-172-932-100	\$	11.37
			ELECTION SUPPLIES	101-215-733-000	\$	56.80
			EQUIPMENT SUPPLIES	101-228-778-000	\$	24.98
			EQUIPMENT SUPPLIES	101-228-778-000	\$	44.58
			EQUIPMENT SUPPLIES	101-228-778-000	\$	14.07
			EQUIPMENT SUPPLIES	101-228-778-000	\$	29.99
			EQUIPMENT SUPPLIES	101-228-778-000	\$	7.99
			BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	\$	33.55
			BUILDING MAINTENANCE - DPW	101-267-931-441	\$	27.54
			BUILDING IMPROVEMENTS - CITY HALL	101-267-976-101	\$	65.08
			SUPPLIES	101-345-728-000	\$	21.99
			SUPPLIES	101-345-728-000	\$	21.98
			RANGE/TRAINING SUPPLIES	101-345-741-002	\$	94.99
			VEHICLE SUPPLIES	101-443-781-000	\$	98.99
			VEHICLE SUPPLIES	101-443-781-000	\$	95.89
			VEHICLE SUPPLIES	101-443-781-000	\$	39.96
			VEHICLE SUPPLIES	101-443-781-000	\$	138.90
			VEHICLE SUPPLIES	101-443-781-000	\$	123.49
			VEHICLE SUPPLIES	101-443-781-000	\$	123.49
			VEHICLE SUPPLIES	101-443-781-000	\$	50.71
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	606.28
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	45.03

			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	15.19
			LIBRARY COOP	101-790-828-000	\$	39.54
			BOOKS	101-790-978-000	\$	8.99
			BOOKS	101-790-978-000	\$	36.39
			BOOKS	101-790-978-000	\$	32.21
			BOOKS	101-790-978-000	\$	31.90
			BOOKS	101-790-978-000	\$	43.96
			RENTED MATERIALS	101-790-978-001	\$	18.99
			RENTED MATERIALS	101-790-978-001	\$	16.99
			RENTED MATERIALS	101-790-978-001	\$	20.84
			RENTED MATERIALS	101-790-978-001	\$	19.96
			RENTED MATERIALS	101-790-978-001	\$	21.99
			RENTED MATERIALS	101-790-978-001	\$	38.80
			RENTED MATERIALS	101-790-978-001	\$	24.96
			RENTED MATERIALS	101-790-978-001	\$	7.78
			RENTED MATERIALS	101-790-978-001	\$	0.01
			RENTED MATERIALS	101-790-978-001	\$	32.96
			RENTED MATERIALS	101-790-978-001	\$	13.36
			RENTED MATERIALS	101-790-978-001	\$	24.99
			PROGRAM SUPPLIES	592-536-758-000	\$	108.85
			PROGRAM SUPPLIES	592-536-758-000	\$	96.86
						<u>2,433.17</u>
					\$	
07/17/2026	81610	VOID	** VOIDED **			** VOIDED **
07/17/2026	81611	VOID	** VOIDED **			** VOIDED **
07/17/2026	81612	AMERICAN LIBRARY ASSOCIATION	MEMBERSHIPS	101-790-803-000	\$	215.00
07/17/2026	81613	ANDREANO CONSTRUCTION LLC	BD21-0025 - PB21-0510	101-000-283-000	\$	1,000.00
07/17/2026	81614	AT&T	TELEPHONE	101-228-853-000	\$	905.29
			TELEPHONE	101-228-853-000	\$	1,586.77
			TELEPHONE	208-751-853-000	\$	166.87
			TELEPHONE	208-751-853-000	\$	47.65
			TELEPHONE	208-751-853-000	\$	83.51
						<u>2,790.09</u>
					\$	
07/17/2026	81615	AT&T	CONTRACTUAL SERVICES	101-228-818-000	\$	195.24
			CONTRACTUAL SERVICES	101-228-818-000	\$	231.21
						<u>426.45</u>
					\$	
07/17/2026	81616	B&H PHOTO-VIDEO	EQUIPMENT SUPPLIES	101-228-778-000	\$	60.50
			BUILDING IMPROVEMENTS - CITY HALL	101-267-976-101	\$	101.77
						<u>162.27</u>
					\$	
07/17/2026	81617	BERKLEY SCHOOL DISTRICT	CONTRACTUAL SERVICES	208-754-818-000	\$	5,980.00

07/17/2026	81618	BETTER CITY	CONTRACTUAL SERVICES	101-701-818-000	\$	1,525.00
07/17/2026	81619	BIG D LOCK CITY	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	110.00
			BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	\$	254.95
			BUILDING MAINTENANCE - DPW	101-267-931-441	\$	20.00
			MAINTENANCE SUPPLIES - PARKS	208-267-776-208	\$	120.00
			MAINTENANCE SUPPLIES - PARKS	208-267-776-208	\$	30.65
					\$	535.60
07/17/2026	81620	BIRMINGHAM PLUMBING COMPANY	BSW26-0023 - PUT26-0145	101-000-283-000	\$	500.00
07/17/2026	81621	BLACK DIAMOND CONSTRUCTION LLC	BD25-0012 - PBD25-0010	101-000-283-000	\$	1,000.00
07/17/2026	81622	BOOKPAGE	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	792.00
07/17/2026	81623	BREANNA YOUNG	CONTRACTUAL SERVICES	208-845-818-000	\$	723.10
07/17/2026	81624	BRODART CO.	CONTRACTUAL SERVICES	101-790-818-000	\$	160.46
07/17/2026	81625	BS & A SOFTWARE	COMPUTER SOFTWARE	101-191-986-000	\$	2,287.00
			COMPUTER SOFTWARE	101-745-986-000	\$	3,718.00
					\$	6,005.00
07/17/2026	81626	BUSINESS ORIENTED SOFTWARE SOLUTION	SOFTWARE MAINT AND SUBSCRIPTIONS	592-536-760-000	\$	2,100.00
07/17/2026	81627	CADILLAC ASPHALT, LLC	ROAD SUPPLIES	202-464-782-000	\$	280.31
			ROAD SUPPLIES	202-464-782-000	\$	65.80
			ROAD SUPPLIES	203-464-782-000	\$	120.13
			ROAD SUPPLIES	203-464-782-000	\$	28.20
					\$	494.44
07/17/2026	81628	CALEB'S DRAIN CAMERAS LLC	BSW26-0016 - PUT26-0117	101-000-283-000	\$	500.00
07/17/2026	81629	CALEB'S DRAIN CAMERAS LLC	BBP26-0034 - PUT26-0117	101-000-283-000	\$	4,500.00
07/17/2026	81630	CAMELOT CLEANERS	PRISONER BOARD	101-345-753-000	\$	102.00
07/17/2026	81631	CHALLENGE ISLAND - OAKLAND CO EAST	CONTRACTUAL SERVICES	208-821-818-000	\$	1,071.00

07/17/2026	81632	CHYNA HARMON	UNIFORMS-CLEANING AND PURCHASES	101-325-744-000	\$	144.16
07/17/2026	81633	CINTAS	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	362.97
07/17/2026	81634	CINTAS	CONTRACTUAL SERVICES	208-751-818-000	\$	193.34
			BUILDING MAINTENANCE	592-267-931-000	\$	331.15
			UNIFORMS	592-536-744-000	\$	586.15
			UNIFORMS	592-536-744-000	\$	568.77
			UNIFORMS	592-536-744-000	\$	568.77
					\$	2,248.18
07/17/2026	81635	CIVICPLUS	COMPUTER SOFTWARE	101-215-986-000	\$	9,591.00
07/17/2026	81636	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES	202-464-818-000	\$	825.00
			CONTRACTUAL SERVICES	203-464-818-000	\$	3,155.00
			CONTRACTUAL SERVICES	203-464-818-000	\$	105.00
			CONTRACTUAL SERVICES	203-464-818-000	\$	77.00
			CONTRACTUAL SERVICES	203-464-818-000	\$	11,254.00
			CONSTRUCTION	592-536-975-000	\$	700.00
			CONSTRUCTION	592-536-975-000	\$	35.00
			CONSTRUCTION	592-536-975-000	\$	1,351.00
			CONSTRUCTION	592-536-975-000	\$	1,930.00
			CONSTRUCTION	592-536-975-000	\$	1,930.00
			CONSTRUCTION	592-536-975-000	\$	1,903.00
			CONSTRUCTION	592-536-975-000	\$	1,917.00
			CONSTRUCTION	592-536-975-000	\$	692.00
			CONSTRUCTION	592-536-975-000	\$	8,952.00
			CONSTRUCTION	592-536-975-000	\$	1,704.00
			CONSTRUCTION	592-536-975-000	\$	918.00
			CONSTRUCTION	592-536-975-000	\$	1,398.00
			CONSTRUCTION	592-536-975-000	\$	1,917.00
			CONSTRUCTION	592-536-975-000	\$	1,160.00
			CONSTRUCTION	592-536-975-000	\$	882.00
			CONSTRUCTION	592-536-975-000	\$	63.00
			CONSTRUCTION	592-536-975-000	\$	113.40
			CONSTRUCTION	592-536-975-000	\$	175.00
			CONSTRUCTION	592-536-975-000	\$	92.40
			CONSTRUCTION	592-536-975-000	\$	42.00
			CONSTRUCTION	592-536-975-000	\$	123.20
			CONSTRUCTION	592-536-975-000	\$	103.60
			CONSTRUCTION	592-536-975-000	\$	131.60
			CONSTRUCTION	592-536-975-000	\$	126.00
			CONSTRUCTION	592-536-975-000	\$	119.00
			CONSTRUCTION	592-536-975-000	\$	67.20
			CONSTRUCTION	592-536-975-000	\$	56.00
			CONSTRUCTION	592-536-975-000	\$	49.00
					\$	44,066.40
07/17/2026	81637	VOID	** VOIDED **			** VOIDED **

07/17/2026	81638	COREY N RENAUD TASHA RENAUD	BS26-0010 - PZC26-0085	101-000-283-000	\$	200.00
07/17/2026	81639	CREGGER PLUMBING	BBP26-0025 - PUT26-0113	101-000-283-000	\$	5,000.00
07/17/2026	81640	D'ANGELO BROS INC.	CONTRACTUAL SERVICES	592-536-818-000	\$	21,550.00
07/17/2026	81641	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	465.50
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	953.26
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	708.92
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	419.10
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	560.55
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	197.97
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	27.96
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	151.77
			FUEL & OIL	101-441-751-000	\$	98.52
			VEHICLE SUPPLIES	101-443-781-000	\$	26.16
					\$	3,609.71
07/17/2026	81642	DELANG FLUID POWER, INC.	VEHICLE SUPPLIES	101-443-781-000	\$	90.80
			VEHICLE SUPPLIES	101-443-781-000	\$	1,585.40
			VEHICLE SUPPLIES	101-443-781-000	\$	888.64
			VEHICLE SUPPLIES	101-443-781-000	\$	166.32
					\$	2,731.16
07/17/2026	81643	DELUXE	OFFICE SUPPLIES	101-191-728-000	\$	1,958.78
07/17/2026	81644	DENITA WALKER	BOOKS / PERIODICALS	101-790-731-000	\$	120.00
07/17/2026	81645	DETROIT CIRCUS	CONTRACTUAL SERVICES	208-821-818-000	\$	455.00
07/17/2026	81646	DNA HONEST PLUMBING	BBP26-0031 - PUT26-0139	101-000-283-000	\$	5,000.00
07/17/2026	81647	DURST LUMBER & ACE HARDWARE	BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	\$	32.98
			VEHICLE SUPPLIES	101-443-781-000	\$	16.90
			CONTRACTUAL SERVICES	509-758-818-000	\$	14.17
			PROGRAM SUPPLIES	592-536-758-000	\$	64.64
			PROGRAM SUPPLIES	592-536-758-000	\$	16.77
			PROGRAM SUPPLIES	592-536-758-000	\$	21.13
			PROGRAM SUPPLIES	592-536-758-000	\$	16.99
					\$	183.58
07/17/2026	81648	EMINENT EXCAVATING LLC	CONSTRUCTION - ROAD PROJECT	443-901-975-000	\$	792,198.64

07/17/2026	81649	EVA MITCHELL	CONTRACTUAL SERVICES	101-215-818-000	\$	220.00
07/17/2026	81650	FERGUSON WATERWORKS #3386	CONSTRUCTION	592-536-975-000	\$	4,370.00
07/17/2026	81651	FIRST ADVANTAGE OCCUPATIONAL HEALTH	MEDICAL EXPENSES	101-441-835-000	\$	159.44
			MEDICAL EXPENSES	592-536-835-000	\$	159.43
					\$	318.87
07/17/2026	81652	GUNNERS METERS & PARTS INC.	PROGRAM SUPPLIES	592-536-758-000	\$	2,242.00
07/17/2026	81653	HART INTERCIVIC	SOFTWARE MAINT AND SUBSCRIPTIONS	101-215-760-000	\$	6,660.00
07/17/2026	81654	HEATHER CHESNUTT	RENTED MATERIALS	101-790-978-001	\$	111.18
07/17/2026	81655	HEATHER DYSON	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	150.00
07/17/2026	81656	HENRY FORD HEALTH SYSTEM	CONSULTANT	101-191-817-000	\$	725.00
07/17/2026	81657	HERSCH'S INC.	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	50.00
07/17/2026	81658	HYDROCORP LLC	CROSS CONNECTIONS	592-536-822-000	\$	1,769.00
07/17/2026	81659	INTERSTATE BILLING SERVICES	VEHICLE SUPPLIES	101-443-781-000	\$	910.77
			VEHICLE SUPPLIES	101-443-781-000	\$	465.10
					\$	1,375.87
07/17/2026	81660	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	202-468-818-000	\$	3,738.86
			CONTRACTUAL SERVICES	202-468-818-000	\$	2,337.75
			CONTRACTUAL SERVICES	202-468-818-000	\$	1,335.72
			CONTRACTUAL SERVICES	203-468-818-000	\$	8,724.00
			CONTRACTUAL SERVICES	203-468-818-000	\$	5,454.76
			CONTRACTUAL SERVICES	203-468-818-000	\$	3,116.67
					\$	24,707.76
07/17/2026	81661	JACK DOHENY COMPANY	VEHICLE MAINTENANCE	592-536-939-000	\$	249.53
07/17/2026	81662	JESSICA STOVER	COMMUNITY EVENTS	101-172-932-100	\$	14.98
07/17/2026	81663	JOHNSON CONTROLS BUILDING SOLUTIONS	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	570.75

07/17/2026	81664	JON KELLER	SPECIALITY CAMPS	208-001-626-417	\$	293.00
07/17/2026	81665	KANOPY, INC.	DOWNLOADABLE CONTENT	101-790-731-001	\$	264.35
07/17/2026	81666	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	101-228-946-000	\$	556.27
			OFFICE EQUIPMENT RENTAL	101-228-946-000	\$	556.27
			OFFICE EQUIPMENT RENTAL	101-441-946-000	\$	18.00
			CONTRACTUAL SERVICES	101-790-818-000	\$	149.51
			OFFICE EQUIPMENT RENTAL	592-536-946-000	\$	20.20
					\$	1,300.25
07/17/2026	81667	LARRY'S WELDING SUPPLY	VEHICLE SUPPLIES	101-443-781-000	\$	62.65
07/17/2026	81668	LEVINE & SONS INC	BBP25-0072 - PUT25-0183	101-000-283-000	\$	5,000.00
07/17/2026	81669	LEVINE & SONS INC	BBP26-0035 - PUT26-0149	101-000-283-000	\$	5,000.00
07/17/2026	81670	LGC GLOBAL ENERGY FM, LLC	CUSTODIAL SERVICES - CITY HALL	101-267-811-101	\$	1,128.88
			CUSTODIAL SERVICES - LIBRARY	101-267-811-271	\$	2,478.33
			CUSTODIAL SERVICES - PUB SAFETY	101-267-811-345	\$	1,921.19
			CUSTODIAL SERVICES - DPW	101-267-811-441	\$	492.28
			CUSTODIAL SERVICES - PARKS	208-267-811-208	\$	1,403.97
			BUILDING MAINTENANCE -PARKS	208-267-931-208	\$	192.00
					\$	7,616.65
07/17/2026	81671	LUNGHAMER FORD OF OWOSSO	VEHICLES	101-441-985-000	\$	32,237.00
07/17/2026	81672	M & L YEAR ROUND SOLUTIONS	BBP26-0026 - PUT26-0115	101-000-283-000	\$	5,000.00
07/17/2026	81673	MACQUEEN	VEHICLE SUPPLIES	101-443-781-000	\$	117.16
			VEHICLE SUPPLIES	101-443-781-000	\$	314.11
			VEHICLE SUPPLIES	101-443-781-000	\$	133.91
					\$	565.18
07/17/2026	81674	MADISON VETERINARY HOSPITAL	K9 PROGRAM EXPENSES	101-345-758-202	\$	2,025.38
07/17/2026	81675	MARK & LISA RILEY	BS26-0003 - PZC26-0033	101-000-283-000	\$	200.00
07/17/2026	81676	MATTHEW KALEY	CONTRACTUAL SERVICES	208-821-818-000	\$	50.00
07/17/2026	81677	MD SOLUTIONS, INC.	PROGRAM SUPPLIES	202-475-758-000	\$	1,408.00
			DDA - EVENTS	248-724-817-004	\$	4,817.00

					\$	6,225.00
07/17/2026	81678	METRO PUMP SERVICE	FUEL & OIL	101-441-751-000	\$	891.95
07/17/2026	81679	MICHIGAN GRAPHICS & AWARDS	PROGRAM SUPPLIES	203-464-758-000	\$	980.00
07/17/2026	81680	MICHIGAN GREEN INDUSTRY ASSOCIATION	MEMBERSHIPS	101-441-803-000	\$	299.00
07/17/2026	81681	MICHIGAN LIBRARY ASSOC.	MEMBERSHIPS	101-790-803-000	\$	620.00
07/17/2026	81682	MICHIGAN STATE POLICE	CONTRACTUAL SERVICES	101-345-818-000	\$	30.00
07/17/2026	81683	MIDWEST TAPE	DOWNLOADABLE CONTENT	101-790-731-001	\$	395.89
07/17/2026	81684	MISDU	PAYROLL DEDUCTIONS	101-000-231-000	\$	82.99
			PAYROLL DEDUCTIONS	101-000-231-000	\$	542.76
			PAYROLL DEDUCTIONS	101-000-231-000	\$	82.99
			PAYROLL DEDUCTIONS	101-000-231-000	\$	542.76
					\$	1,251.50
07/17/2026	81685	MSTS RECEIVABLES LLC	PROGRAM SUPPLIES	592-536-758-000	\$	59.99
07/17/2026	81686	NATIONAL TRAILS	CONTRACTUAL SERVICES	208-754-818-000	\$	525.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	525.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	525.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	420.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	420.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	655.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	370.00
					\$	3,440.00
07/17/2026	81687	NESCON	VEHICLE SUPPLIES	101-443-781-000	\$	100.00
07/17/2026	81688	NYE UNIFORM	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	85.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	515.50
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	601.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	64.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	458.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	210.50
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	1,623.40
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	19.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	864.50
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	123.00
					\$	4,563.90

07/17/2026	81689	O'REILLY AUTOMOTIVE, INC.	FIRE TRUCK MAINTENANCE	101-345-939-001	\$	868.91
			VEHICLE SUPPLIES	101-443-781-000	\$	384.44
			VEHICLE MAINTENANCE	211-755-939-000	\$	32.66
						1,286.01
07/17/2026	81690	OAKLAND COUNTY	CONTRACTUAL SERVICES	101-253-818-000	\$	1,249.34
			DATA PROCESSING	101-345-814-000	\$	1,267.50
			DATA PROCESSING	101-345-814-000	\$	7,888.00
			BULK SEWAGE	592-536-927-000	\$	98,695.52
			STORM FLOW	592-537-927-000	\$	182,595.82
						291,696.18
07/17/2026	81691	OAKLAND COUNTY TREASURER	PROPERTY TAXES - CHARGEBACKS	101-001-402-990	\$	8.74
07/17/2026	81692	OAKLAND COUNTY TREASURER	PROPERTY TAXES - CHARGEBACKS	101-001-402-990	\$	6.94
07/17/2026	81693	OAKLAND PRESS	BOOKS / PERIODICALS	101-790-731-000	\$	551.99
07/17/2026	81694	OPENSOT THEATRE	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	320.00
07/17/2026	81695	ORKIN PEST CONTROL	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	69.48
			PEST CONTROL	248-729-818-207	\$	81.00
						150.48
07/17/2026	81696	P. A. MORRIS COMPANY	SECRETARIAL SERVICES	248-722-818-205	\$	150.00
07/17/2026	81697	PET SUPPLIES "PLUS" #5	K9 PROGRAM EXPENSES	101-345-758-202	\$	61.18
07/17/2026	81698	PHOENIX STONE CO.	PLAYGROUND/ATHLETIC	208-751-750-000	\$	932.15
			PLAYGROUND/ATHLETIC	208-751-750-000	\$	592.25
						1,524.40
07/17/2026	81699	PHOENIX SUPPLY	PRISONER BOARD	101-345-753-000	\$	27.00
07/17/2026	81700	PITNEY BOWES GLOBAL FINANCIAL SERV.	OFFICE EQUIPMENT RENTAL	101-228-946-000	\$	799.14
07/17/2026	81701	PITNEY BOWES INC.	OFFICE SUPPLIES	101-228-728-000	\$	82.99
07/17/2026	81702	POMP'S TIRE SERVICE, INC.	VEHICLE SUPPLIES	101-443-781-000	\$	69.20
			VEHICLE SUPPLIES	101-443-781-000	\$	78.00

			VEHICLE SUPPLIES	101-443-781-000	\$	73.20
			VEHICLE MAINTENANCE	101-443-939-000	\$	240.00
			VEHICLE MAINTENANCE	101-443-939-000	\$	350.00
			VEHICLE MAINTENANCE	101-443-939-000	\$	290.00
						<u>1,100.40</u>
07/17/2026	81703	PRESSURE VESSEL TESTING	VEHICLE MAINTENANCE	101-345-939-000	\$	315.00
07/17/2026	81704	PROVANTAGE LLC	BUILDING IMPROVEMENTS - CITY HALL	101-267-976-101	\$	775.00
07/17/2026	81705	QUANTUM SERVICES GROUP	CONTRACTUAL SERVICES	101-228-818-000	\$	1,642.00
07/17/2026	81706	RAL LAWN & SHRUB CARE	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	74.50
			BUILDING MAINTENANCE - DPW	101-267-931-441	\$	96.10
			CONTRACTUAL SERVICES	202-471-818-000	\$	368.80
						<u>539.40</u>
07/17/2026	81707	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	101-000-110-002	\$	2,813.79
			INVENTORY - FUEL & OIL	101-000-110-002	\$	9,754.84
						<u>12,568.63</u>
07/17/2026	81708	ROAD COMMISSION FOR OAKLAND CO	CONTRACTUAL SERVICES	202-475-818-000	\$	16,313.13
			EQUIPMENT MAINTENANCE	202-475-933-000	\$	5,656.38
			EQUIPMENT MAINTENANCE	203-475-933-000	\$	628.49
						<u>22,598.00</u>
07/17/2026	81709	ROSATI, SCHULTZ, JOPPICH	CITY ATTORNEY - GENERAL WORK	101-266-825-000	\$	7,660.00
			CITY ATTORNEY - CODE ENFORCEMENT	101-266-825-000	\$	60.00
			CITY ATTORNEY - FOIA	101-266-825-000	\$	660.00
			CITY ATTORNEY - PROSECUTIONS	101-266-825-000	\$	1,534.50
						<u>9,914.50</u>
07/17/2026	81710	ROSS G & ALYSSA C GAVIN	BS26-0011 - PZC26-0091	101-000-283-000	\$	200.00
07/17/2026	81711	ROYAL OAK FORD	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	33.68
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	555.44
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	125.28
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	371.34
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	470.14
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	231.44
						<u>1,787.32</u>
07/17/2026	81712	SCHENA ROOFING & SHEET METAL	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	642.00

07/17/2026	81713	SEHI COMPUTER PRODUCTS	BUILDING IMPROVEMENTS - CITY HALL	101-267-976-101	\$	2,091.00
07/17/2026	81714	SEMCOG	MEMBERSHIPS AND DUES- SEMCOG	101-101-803-000	\$	2,092.00
07/17/2026	81715	SHAUN BARBER	PROGRAM SUPPLIES	592-536-758-000	\$	16.43
07/17/2026	81716	SHIFMAN FOURNIER	LEGAL SERVICES - LABOR	101-266-824-000	\$	1,498.50
07/17/2026	81717	SLADES PLUMBING	BSW26-0028 - PUT26-0153	101-000-283-000	\$	500.00
07/17/2026	81718	SLADES PLUMBING	BSW26-0026 - PUT26-0150	101-000-283-000	\$	500.00
07/17/2026	81719	SLOAN MUSEUM LONGWAY PLANETARIUM	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	246.00
07/17/2026	81720	SOCRRA	RUBBISH COLLECTION	226-528-818-001	\$	35,479.68
			TRASH DISPOSAL	226-528-818-003	\$	23,000.32
			TRASH DISPOSAL	226-528-818-003	\$	943.18
					\$	59,423.18
07/17/2026	81721	SONETICS CORPORATION	PROGRAM SUPPLIES	592-536-758-000	\$	3,616.60
07/17/2026	81722	SPALDING DEDECKER	BSWE26-0006	101-000-283-000	\$	4,883.57
			PROJECT ESCROW ENGIN - BEAR FIELDHOUSE	101-000-283-252	\$	2,713.00
			PROJECT ESCROW ENGIN - BEAR FIELDHOUSE	101-000-283-252	\$	68.50
			PROJECT ESCROW ENGIN - BEAR FIELDHOUSE	101-000-283-252	\$	1,626.43
					\$	9,291.50
07/17/2026	81723	SPRINGSHARE LLC	CONTRACTUAL SERVICES	101-790-818-000	\$	620.00
07/17/2026	81724	STAPLES	OFFICE SUPPLIES - SIGNATURE STAMP	101-172-728-000	\$	37.98
			OFFICE SUPPLIES - SIGNATURE STAMP	101-172-728-000	\$	37.98
			CITYWIDE SUPPLIES - COPY PAPER	101-172-728-001	\$	1,566.30
			SUPPLIES	101-345-728-000	\$	31.96
			SUPPLIES	101-345-728-000	\$	56.22
			SUPPLIES	101-345-728-000	\$	55.80
			OFFICE SUPPLIES	101-441-728-000	\$	32.78
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	51.63
			OFFICE SUPPLIES	592-536-728-000	\$	32.78
					\$	1,903.43
07/17/2026	81725	STEWART & SONS CONCRETE	BS25-0017 - PZC25-0151	101-000-283-000	\$	200.00

07/17/2026	81726	SUBURBAN FORD OF TROY	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	330.00
07/17/2026	81727	SWANK MOTION PICTURES, INC.	CONTRACTUAL SERVICES	208-844-818-000	\$	565.00
07/17/2026	81728	SWEETWATER SPRINKLERS	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	250.50
			BUILDING MAINTENANCE - LIBRARY	101-267-931-271	\$	203.50
					\$	454.00
07/17/2026	81729	T-MOBILE	DOWNLOADABLE CONTENT	101-790-731-001	\$	287.00
07/17/2026	81730	TAMARA HINDES	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	275.00
07/17/2026	81731	TECHRADIIUM, INC.	CONTRACTUAL SERVICES	101-325-818-000	\$	92.00
07/17/2026	81732	TERMINAL SUPPLY CO	VEHICLE SUPPLIES	101-443-781-000	\$	5.88
07/17/2026	81733	THE LIBRARY NETWORK	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	964.65
			BOOKS	101-790-978-000	\$	500.00
			RENTED MATERIALS	101-790-978-001	\$	1,300.00
					\$	2,764.65
07/17/2026	81734	THORNTON & GROOMS INC	BSW26-0029 - PUT26-0156	101-000-283-000	\$	500.00
07/17/2026	81735	TRANSUNION RISK AND ALTERNATIVE	DATA PROCESSING	101-345-814-000	\$	113.85
07/17/2026	81736	TRITON PLUMBING LLC	BSW26-0027 - PUT26-0151	101-000-283-000	\$	500.00
07/17/2026	81737	UNIQUE MANAGEMENT SERVICES, INC.	CONTRACTUAL SERVICES	101-790-818-000	\$	11.65
07/17/2026	81738	UNITED FACILITY SUPPLIES	CUSTODIAL SERVICES - CITY HALL	101-267-811-101	\$	65.98
			CUSTODIAL SERVICES - PUB SAFETY	101-267-811-345	\$	159.93
			CUSTODIAL SERVICES - DPW	101-267-811-441	\$	102.93
			CUSTODIAL SERVICES - PARKS	208-267-811-208	\$	36.95
					\$	365.79
07/17/2026	81739	UNIVERSAL PLUMBING SUPPLY	PROGRAM SUPPLIES	509-758-758-000	\$	39.47
07/17/2026	81740	URIAH ROGERS	CONTRACTUAL SERVICES	208-821-818-000	\$	50.00
07/17/2026	81741	VICTORIA MITCHELL	CONTRACTUAL SERVICES	101-215-818-000	\$	336.40

07/17/2026	81742	WCA ASSESSING	CONTRACTUAL SERVICES	101-191-818-000	\$	13,075.75
07/17/2026	81743	WEEKEND COMBACK	CONTRACTUAL SERVICES	208-844-818-000	\$	1,200.00
07/17/2026	81744	WEINGARTZ	PROGRAM SUPPLIES	202-464-758-000	\$	625.79
			PROGRAM SUPPLIES	203-464-758-000	\$	268.19
					\$	893.98
07/17/2026	81745	WINDER POLICE EQUIPMENT	K9 PROGRAM EXPENSES	101-345-758-202	\$	36,061.44
			VEHICLE MAINTENANCE	101-345-939-000	\$	293.76
					\$	36,355.20
07/17/2026	81746	WOW! BUSINESS	CONTRACTUAL SERVICES	101-228-818-000	\$	256.98
07/30/2026	81747	AARON ROSEN	CONTRACTUAL SERVICES	208-821-818-000	\$	2,992.50
07/30/2026	81748	ABSOLUTELY BAFFLING MAGIC	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	375.00
07/30/2026	81749	ACUITY SPECIALTY PRODUCTS, INC.	FUEL & OIL	101-441-751-000	\$	277.71
07/30/2026	81750	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	101-191-728-000	\$	10.96
			OPERATING SUPPLIES - BOSS SIGNS	101-250-732-000	\$	136.59
			BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	\$	136.95
			SUPPLIES	101-345-728-000	\$	34.29
			SUPPLIES	101-345-728-000	\$	149.99
			SUPPLIES	101-345-728-000	\$	219.96
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	19.93
			VEHICLE SUPPLIES	101-443-781-000	\$	103.79
			VEHICLE SUPPLIES	101-443-781-000	\$	68.13
			VEHICLE SUPPLIES	101-443-781-000	\$	28.41
			TOOLS	101-443-787-000	\$	66.35
			TOOLS	101-443-787-000	\$	139.99
			RENTED MATERIALS	101-790-978-001	\$	66.08
			RENTED MATERIALS	101-790-978-001	\$	29.99
			RENTED MATERIALS	101-790-978-001	\$	17.99
			RENTED MATERIALS	101-790-978-001	\$	17.95
			RENTED MATERIALS	101-790-978-001	\$	69.96
			PROGRAM SUPPLIES	592-536-758-000	\$	22.56
			PROGRAM SUPPLIES	592-536-758-000	\$	53.70
			PROGRAM SUPPLIES	592-536-758-000	\$	106.99
			PROGRAM SUPPLIES	592-536-758-000	\$	269.99
			PROGRAM SUPPLIES	592-536-758-000	\$	28.49
					\$	1,799.04

07/30/2026	81751	VOID	** VOIDED **			** VOIDED **
07/30/2026	81752	AMERICAN FIRE PROTECTION SERVICES	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	153.00
07/30/2026	81753	BIG D LOCK CITY	PROGRAM SUPPLIES	592-536-758-000	\$	20.00
07/30/2026	81754	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	101-254-716-600	\$	15,211.68
			HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	101-355-716-600	\$	13,314.92
					\$	28,526.60
07/30/2026	81755	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	101-254-716-600	\$	899.62
			HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	101-355-716-600	\$	1,349.43
					\$	2,249.05
07/30/2026	81756	BRENDEL'S SEPTIC TANK SERVICE, LLC	CONTRACTUAL SERVICES	208-751-818-000	\$	145.00
			CONTRACTUAL SERVICES	208-751-818-000	\$	145.00
			CONTRACTUAL SERVICES	208-751-818-000	\$	550.03
			CONTRACTUAL SERVICES	208-751-818-000	\$	145.00
			CONTRACTUAL SERVICES	208-751-818-000	\$	145.00
					\$	1,130.03
07/30/2026	81757	BS & A SOFTWARE	SOFTWARE MAINT AND SUBSCRIPTIONS	101-745-760-000	\$	1,443.00
07/30/2026	81758	CADILLAC ASPHALT, LLC	ROAD SUPPLIES	202-464-782-000	\$	506.00
			ROAD SUPPLIES	203-464-782-000	\$	216.86
					\$	722.86
07/30/2026	81759	CARLISLE / WORTMAN	BSPEB26-0001	101-000-283-000	\$	1,100.00
			PLANNING/ENG REVIEWS	101-001-617-000	\$	435.00
			CONSULTANT	101-701-817-000	\$	1,360.00
					\$	2,895.00
07/30/2026	81760	CINTAS	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	15.82
			MEDICAL SUPPLIES	101-345-758-011	\$	83.69
					\$	99.51
07/30/2026	81761	CINTAS	UNIFORMS	592-536-744-000	\$	568.77
			UNIFORMS	592-536-744-000	\$	568.77
			PROGRAM SUPPLIES	592-536-758-000	\$	71.20
					\$	1,208.74
07/30/2026	81762	CITY OF BERKLEY	CONTRACTUAL SERVICES - PARKING AGREEMENT	101-441-818-125	\$	435.83

07/30/2026	81763	CMP DISTRIBUTORS, INC	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	1,158.10
07/30/2026	81764	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES	203-464-818-000	\$	6,251.00
			CONTRACTUAL SERVICES	203-464-818-000	\$	5,135.00
			CONTRACTUAL SERVICES	203-464-818-000	\$	6,151.00
			CONTRACTUAL SERVICES	203-464-818-000	\$	28.00
			CONTRACTUAL SERVICES	203-464-818-000	\$	224.00
			CONTRACTUAL SERVICES	203-464-818-000	\$	105.00
			CONTRACTUAL SERVICES	203-464-818-000	\$	3,430.00
			CONSTRUCTION	592-536-975-000	\$	3,920.00
			CONSTRUCTION	592-536-975-000	\$	2,076.00
			CONSTRUCTION	592-536-975-000	\$	6,151.00
			CONSTRUCTION	592-536-975-000	\$	3,507.00
			CONSTRUCTION	592-536-975-000	\$	2,710.00
			CONSTRUCTION	592-536-975-000	\$	35.00
			CONSTRUCTION	592-536-975-000	\$	35.00
			CONSTRUCTION	592-536-975-000	\$	158.20
			CONSTRUCTION	592-536-975-000	\$	28.00
			CONSTRUCTION	592-536-975-000	\$	140.00
			CONCRETE REPAIR	592-536-982-000	\$	1,015.00
			CONCRETE REPAIR	592-536-982-000	\$	220.00
			CONCRETE REPAIR	592-536-982-000	\$	3,644.00
			CONCRETE REPAIR	592-536-982-000	\$	2,930.00
			CONCRETE REPAIR	592-536-982-000	\$	3,352.00
			CONCRETE REPAIR	592-536-982-000	\$	3,770.00
			CONCRETE REPAIR	592-536-982-000	\$	28.00
					\$	55,043.20
07/30/2026	81765	VOID	** VOIDED **			** VOIDED **
07/30/2026	81766	CONTRACTORS CONNECTION	VEHICLE SUPPLIES	101-443-781-000	\$	61.55
07/30/2026	81767	CUMMINS SALES AND SERVICE	TOOLS	101-443-787-000	\$	860.00
07/30/2026	81768	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	138.04
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	709.50
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	127.38
			FUEL & OIL	101-441-751-000	\$	197.04
					\$	1,171.96
07/30/2026	81769	DELANG FLUID POWER, INC.	VEHICLE SUPPLIES	101-443-781-000	\$	3,634.52
07/30/2026	81770	DESIREE DUTCHER	DDA - EVENTS	248-724-817-004	\$	164.02
07/30/2026	81771	DURST LUMBER & ACE HARDWARE	BUILDING MAINTENANCE -PARKS	208-267-931-208	\$	37.55
			BUILDING MAINTENANCE -PARKS	208-267-931-208	\$	75.79
			BUILDING MAINTENANCE -PARKS	208-267-931-208	\$	33.69

			PROGRAM SUPPLIES	208-844-758-000	\$	39.87
			PROGRAM SUPPLIES	592-536-758-000	\$	1.38
			PROGRAM SUPPLIES	592-536-758-000	\$	9.59
					\$	197.87
07/30/2026	81772	EAGLE LANDSCAPING & SUPPLY COMPANY	BUILDING MAINTENANCE -PARKS	208-267-931-208	\$	320.00
			BUILDING MAINTENANCE -PARKS	208-267-931-208	\$	320.00
					\$	640.00
07/30/2026	81773	ELISABETH CONGER	PROGRAM SUPPLIES	101-790-758-000	\$	52.07
			PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	79.29
					\$	131.36
07/30/2026	81774	ERC-LED, LLC	UTILITIES - LED CONVERSION	101-267-920-265	\$	3,431.85
			CONTRACTUAL SERVICES	509-758-818-000	\$	738.15
					\$	4,170.00
07/30/2026	81775	EVA MITCHELL	CONTRACTUAL SERVICES	101-215-818-000	\$	260.00
07/30/2026	81776	FERGUSON WATERWORKS #3386	CONSTRUCTION	592-536-975-000	\$	4,864.60
07/30/2026	81777	FIRE DEFENSE EQUIPMENT COMPANY	MAINTENANCE SUPPLIES - PUB SAFETY	101-267-776-345	\$	43.95
07/30/2026	81778	FISERV	CONTRACTUAL SERVICES	208-751-818-000	\$	25.00
07/30/2026	81779	FRANKS LANDSCAPING & SUPPLIES LLC.	FLOWER BASKET PROGRAM	248-729-818-200	\$	5,469.06
07/30/2026	81780	GEORGE STENCEL	CONTRACTUAL SERVICES	208-843-818-000	\$	1,500.00
07/30/2026	81781	GREAT LAKES WATER AUTHORITY	NONRESIDENTIAL SURCHARGE	592-536-928-000	\$	3,459.85
07/30/2026	81782	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	69.21
07/30/2026	81783	HUBBELL, ROTH & CLARK	CONTRACTUAL SERVICES	592-536-818-000	\$	2,727.69
			CONTRACTUAL SERVICES	592-536-818-000	\$	2,431.30
			CONTRACTUAL SERVICES	592-536-818-000	\$	2,087.05
			CONTRACTUAL SERVICES	592-536-818-000	\$	3,458.68
					\$	10,704.72
07/30/2026	81784	HUNT SIGN	VEHICLE SUPPLIES	101-443-781-000	\$	61.00
			PROGRAM SUPPLIES	208-843-758-000	\$	120.00
					\$	181.00

07/30/2026	81785	IAN KINDER LLC	CONTRACTUAL SERVICES	208-821-818-000	\$	219.00
07/30/2026	81786	INTERSTATE BILLING SERVICES	VEHICLE SUPPLIES	101-443-781-000	\$	1,194.08
07/30/2026	81787	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	202-468-818-000	\$	2,568.58
			CONTRACTUAL SERVICES	202-468-818-000	\$	969.55
			CONTRACTUAL SERVICES	203-468-818-000	\$	5,993.35
			CONTRACTUAL SERVICES	203-468-818-000	\$	2,262.28
					\$	11,793.76
07/30/2026	81788	JUMPARAMA GYMNASTICS	CONTRACTUAL SERVICES	208-821-818-000	\$	924.00
07/30/2026	81789	KIMBALL MIDWEST	VEHICLE SUPPLIES	101-443-781-000	\$	259.68
			VEHICLE SUPPLIES	101-443-781-000	\$	376.50
					\$	636.18
07/30/2026	81790	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT MAINTENANCE	101-305-934-000	\$	120.00
			OFFICE EQUIPMENT RENTAL	208-751-946-000	\$	233.53
			OFFICE EQUIPMENT RENTAL	208-751-946-000	\$	159.46
					\$	512.99
07/30/2026	81791	LGC GLOBAL ENERGY FM, LLC	CUSTODIAL SERVICES - CITY HALL	101-267-811-101	\$	1,128.88
			CUSTODIAL SERVICES - LIBRARY	101-267-811-271	\$	2,478.33
			CUSTODIAL SERVICES - PUB SAFETY	101-267-811-345	\$	1,921.19
			CUSTODIAL SERVICES - DPW	101-267-811-441	\$	246.14
			CUSTODIAL SERVICES - PARKS	208-267-811-208	\$	1,595.97
			CUSTODIAL SERVICES	592-267-811-000	\$	246.14
					\$	7,616.65
07/30/2026	81792	LISA KEMPNER	DOWNTOWN MERCHANDISE EXPENDITURES	248-726-817-002	\$	203.00
07/30/2026	81793	LOOMIS, SAYLES & COMPANY, L.P.	CONSULTANT	732-345-817-000	\$	3,458.90
07/30/2026	81794	MAPLEPRESS	POSTAGE-PRINTING-MAILING	101-253-730-000	\$	2,828.83
07/30/2026	81795	MCKENNA	CONTRACTUAL INSPECTIONS	101-745-822-003	\$	20,136.00
			CODE ENFORCEMENT	101-745-822-010	\$	6,506.25
					\$	26,642.25
07/30/2026	81796	MICHIGAN DOWNTOWN ASSOCIATION	ADVERTISING/MARKETING	248-726-901-000	\$	330.00

07/30/2026	81797	MICHIGAN GRAPHICS & AWARDS	SUPPLIES	101-345-728-000	\$	1,450.00
07/30/2026	81798	MICHIGAN LIBRARY ASSOC.	MEETINGS & CONFERENCES	101-790-864-000	\$	85.00
07/30/2026	81799	MISDU	PAYROLL DEDUCTIONS	101-000-231-000	\$	82.99
			PAYROLL DEDUCTIONS	101-000-231-000	\$	542.76
					\$	625.75
07/30/2026	81800	MSTS RECEIVABLES LLC	VEHICLE SUPPLIES	101-443-781-000	\$	29.97
07/30/2026	81801	NATIONAL TRAILS	CONTRACTUAL SERVICES	208-754-818-000	\$	525.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	525.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	525.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	640.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	420.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	525.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	525.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	525.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	525.00
			CONTRACTUAL SERVICES	208-754-818-000	\$	630.00
					\$	5,365.00
07/30/2026	81802	ORKIN PEST CONTROL	BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	\$	11.75
07/30/2026	81803	OVERDRIVE, INC.	DOWNLOADABLE CONTENT	101-790-731-001	\$	431.47
07/30/2026	81804	P. A. MORRIS COMPANY	SECRETARIAL SERVICES	248-722-818-205	\$	150.00
07/30/2026	81805	POMP'S TIRE SERVICE, INC.	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	287.50
07/30/2026	81806	PRINTING SYSTEMS	ELECTION SUPPLIES	101-215-733-000	\$	2,938.28
07/30/2026	81807	RAD HATTER MARKETING	CONTRACTUAL SERVICES	248-726-818-000	\$	3,392.00
07/30/2026	81808	RAL LAWN & SHRUB CARE	CONTRACTUAL SERVICES	509-758-818-000	\$	295.90
07/30/2026	81809	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	101-000-110-002	\$	3,716.20
07/30/2026	81810	ROYAL OAK FORD	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	7.72
07/30/2026	81811	SAMUEL SUBIA	CONTRACTUAL SERVICES	208-821-818-000	\$	2,992.50

07/30/2026	81812	SPALDING DEDECKER	BSWE26-0001 - PBCN26-0001	101-000-283-000	\$	2,189.00		
			BSWE26-0003 - PUT25-0093	101-000-283-000	\$	197.00		
			BSWE26-0005 - PUT26-0137	101-000-283-000	\$	2,156.00		
			BSPEB26-0039	101-000-283-000	\$	3,215.50		
			BSWE26-0002	101-000-283-000	\$	2,715.50		
			ESCROW - CONSTRUCTION	101-000-283-373	\$	102.75		
								\$
07/30/2026	81813	SPECTRUM PRINTERS, INC.	CONTRACTUAL SERVICES	101-215-818-000	\$	194.35		
07/30/2026	81814	SPONSORSHIP SOLUTIONS LLC	CONTRACTUAL SERVICES	208-843-818-000	\$	800.00		
07/30/2026	81815	SUBURBAN FORD OF TROY	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	988.21		
07/30/2026	81816	T-MOBILE USA, INC	DATA PROCESSING	101-345-814-000	\$	50.00		
07/30/2026	81817	THE LIBRARY NETWORK	DOWNLOADABLE CONTENT	101-790-731-001	\$	8,014.38		
			LIBRARY COOP	101-790-828-000	\$	10,083.44		
								\$
07/30/2026	81818	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE SUPPLIES	101-443-781-000	\$	418.44		
07/30/2026	81819	UNITED FACILITY SUPPLIES	CUSTODIAL SERVICES - CITY HALL	101-267-811-101	\$	62.19		
			CUSTODIAL SERVICES - CITY HALL	101-267-811-101	\$	61.85		
			CUSTODIAL SERVICES - LIBRARY	101-267-811-271	\$	40.28		
			CUSTODIAL SERVICES - PUB SAFETY	101-267-811-345	\$	72.49		
			CUSTODIAL SERVICES - PARKS	208-267-811-208	\$	133.18		
								\$
07/30/2026	81820	VESCO OIL CORPORATION	FUEL & OIL	101-441-751-000	\$	1,893.47		
07/30/2026	81821	WCA ASSESSING	CONTRACTUAL SERVICES	101-191-818-000	\$	13,075.75		
07/30/2026	81822	WEINGARTZ	FUEL & OIL	101-441-751-000	\$	121.99		
			VEHICLE SUPPLIES	101-443-781-000	\$	347.82		
								\$
TOTAL - ALL FUNDS			TOTAL OF 221 CHECKS (5 voided)				\$	1,806,025.69

DATE	VENDOR	AMOUNT
7/2/2026	UNION DUES	\$ 209.07
7/2/2026	UNION DUES	\$ 480.00

7/2/2026	UNION DUES	\$	720.00
7/2/2026	UNION DUES	\$	420.00
7/2/2026	MISSIONSQUARE	\$	4,921.83
7/2/2026	IRS TAX PAYMENT	\$	12,352.07
7/2/2026	IRS TAX PAYMENT	\$	98,803.25
7/3/2026	DTE ENERGY	\$	667.69
7/6/2026	CONSUMERS ENERGY	\$	291.29
7/6/2026	CONSUMERS ENERGY	\$	218.33
7/6/2026	CONSUMERS ENERGY	\$	111.75
7/6/2026	CONSUMERS ENERGY	\$	202.57
7/6/2026	CONSUMERS ENERGY	\$	53.68
7/6/2026	CONSUMERS ENERGY	\$	610.70
7/6/2026	NATIONWIDE	\$	11,039.16
7/6/2026	NATIONWIDE	\$	2,520.17
7/6/2026	EMPOWER	\$	1,853.52
7/6/2026	EMPOWER	\$	817.57
7/6/2026	EMPOWER	\$	5,742.67
7/6/2026	EMPOWER	\$	475.68
7/7/2026	DTE ENERGY	\$	283.39
7/7/2026	DTE ENERGY	\$	21.94
7/7/2026	DTE ENERGY	\$	751.18
7/7/2026	DTE ENERGY	\$	235.95
7/7/2026	DTE ENERGY	\$	57.59
7/7/2026	DTE ENERGY	\$	28.72
7/7/2026	DTE ENERGY	\$	814.11
7/7/2026	DTE ENERGY	\$	2,752.21
7/7/2026	DTE ENERGY	\$	6,275.15
7/7/2026	DTE ENERGY	\$	158.39
7/7/2026	DTE ENERGY	\$	738.43
7/7/2026	DTE ENERGY	\$	17.41
7/7/2026	DTE ENERGY	\$	63.09
7/9/2026	BCBS MICHIGAN	\$	107,648.33
7/13/2026	DTE ENERGY	\$	20,984.48
7/15/2026	HARTFORD	\$	344.50
7/15/2026	HARTFORD	\$	5,805.19
7/16/2026	MISSIONSQUARE	\$	3,991.50
7/16/2026	UNION DUES	\$	208.98
7/16/2026	UNION DUES	\$	480.00
7/16/2026	UNION DUES	\$	720.00
7/16/2026	IRS TAX PAYMENT	\$	81,073.16
7/16/2026	DTE ENERGY	\$	50.02
7/16/2026	DTE ENERGY	\$	988.28
7/16/2026	NATIONWIDE	\$	2,896.63
7/16/2026	NATIONWIDE	\$	11,472.02
7/16/2026	EMPOWER	\$	1,090.62
7/16/2026	EMPOWER	\$	1,154.85
7/16/2026	EMPOWER	\$	6,674.53
7/16/2026	EMPOWER	\$	459.27
7/20/2026	INVESTMENT	\$	1,000,000.00
7/20/2026	HEALTH EQUITY INC	\$	9,400.83
7/20/2026	RETURN DEBIT CHARGEBACK	\$	167.11
7/21/2026	RETURN DEBIT CHARGEBACK	\$	193.79
7/22/2026	RETURN DEBIT CHARGEBACK	\$	845.83
7/27/2026	INVESTMENT	\$	1,000,000.00
7/30/2026	UNION DUES	\$	480.00

7/30/2026	UNION DUES	\$	680.00
7/30/2026	MISSIONSQUARE	\$	3,932.61
7/30/2026	IRS TAX PAYMENT	\$	70,611.99
7/30/2026	HEALTHEQUITY INC	\$	791.04
7/30/2026	NATIONWIDE	\$	2,522.20
7/30/2026	NATIONWIDE	\$	9,733.21
7/31/2026	ADN DENTAL	\$	12,619.12
7/31/2026	IRS TAX PAYMENT	\$	1,163.32
7/31/2026	IRS TAX PAYMENT	\$	16,642.59
7/31/2026	PNP BILL PAYMENT	\$	139.91

TOTAL OF ACH TRANSACTIONS

\$ 2,530,674.47

GRAND TOTAL

\$ 4,336,700.16

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.

Victoria Mitchell, City Clerk

Bridget Dean, Mayor

MEMORANDUM

To: Mayor Dean and Members of Council
From: Shawn Young

Date: August 17, 2026
Subject: Harvard Water Main and Road Reconstruction Project Design Engineering Proposal.

Madam Mayor and Members of City Council,

Background

Over the past year, the City of Berkley has been investigating the next potential road project. There were several factors used, such as Paser Ratings, Current Water Main Size, Water Main Break History, the amount of “Known Lead” or “Unknown Presumed as Lead” Water Services, and other Third-Party Utility Conditions.

Using this criteria, Harvard Rd from Coolidge Hwy to Cass Blvd was selected to be the next candidate for Water Main and Road Replacement. Spalding DeDecker has presented a proposal for Engineering Design Services related to this work.

Summary

- The proposed scope of work for each division entails the complete removal and replacement of existing pavement, curbs, driveway approaches and sidewalks and replacement of the existing water main. All right-of-way trees will be evaluated by the City's arborist, and any trees with health concerns or conflicts with the proposed construction will be removed and if possible, replaced with new trees following construction.
- Improvements include new concrete curbs, aggregate base, HMA pavement, storm drainage cover adjustments, concrete driveway approaches, concrete sidewalks, ADA ramp and new landscaping. The existing water main will be abandoned in place and new 8" water main will be installed along with new public water services and stop boxes. Existing water services and hydrants will be connected to the new 8" water main. Any private lead water service lines that are encountered will be replaced.
- Spalding DeDecker will assist with items such as Third-Party Utility Coordination, Topographical Survey, Public Engagement Efforts, Preparation of Preliminary

and Final Design, Cost Estimates, Permitting through various agencies, Bid documents, Bid Reviews, and a Final Recommendation of Award.

- Contract and Design work is expected to be completed in late 2026 with an anticipated bid date of early 2027. A construction start of the spring of 2027 would be targeted.
- This overall project has been identified in the Capital Improvement Plan and budgeted for in account number 443-901-975-000 (Infrastructure Millage Fund, Capital Project).
- The proposed not-to-exceed cost for the design and engineering portion of the project is \$177,410

Recommendation

A motion to (Approve, Deny, Postpone) the proposal from Spalding DeDecker for design services as they relate to the Harvard Road Water Main and Road Reconstruction Project utilizing account number 443-901-975-000 with a not-to-exceed amount of \$177,410.

June 4, 2026

Mr. Shawn Young
Deputy City Manager of Public Services
City of Berkley
3238 Bacon Avenue
Berkley, MI 48072

**Re: Proposal for Professional Services for
Harvard Road Water Main and Pavement Reconstruction**

Dear Mr. Young:

Spalding DeDecker (SD) is pleased to provide the following proposal for design services for the Harvard Road Water Main Replacement and Pavement Reconstruction project from Coolidge Highway to Cass Boulevard.

PROJECT UNDERSTANDING

SD understands that the City of Berkley would like to reconstruct Harvard Road from Coolidge Highway to Cass Boulevard along with a replacement of the existing water mains in Harvard Road. The improvements would include full-depth pavement replacement along with curb and gutter, driveway, and curb ramp replacement throughout the corridor.

The existing roadway is 28 feet wide (face to face) and consists of composite pavement with an HMA overlay of the existing concrete gutter. The pavement itself is in poor to failing condition with block and alligator cracking throughout as well as several areas of patched roadway. With the thickness of the HMA overlay, it is difficult to determine the condition of the underlying curb and gutter but considering the age along with the condition of areas that are visible, it is likely not salvageable. It is our understanding that the City would like to perform a full reconstruction of the roadway cross section, including removal and replacement of the existing curb and gutter. There are also 5-foot-wide sidewalks on both sides of the street that appear to be in good to fair condition based on a preliminary review. There are several intersections within the project limits with curb ramps which are not currently ADA compliant and can be brought into compliance with the road and curb replacement.

In conjunction with the road reconstruction efforts, the City will also be upsizing the existing water main along Harvard Road. These improvements will include new water services to all connected homes and businesses.

After a preliminary review of the site, we have the following scope of services for the complete survey and design engineering of the Harvard Road Water Main and Pavement Reconstruction project.

SCOPE OF SERVICES

Phase 1 – Data Gathering and Records Review

The following are the major items associated with this phase:

- Kickoff meeting and Field Walk-Through
- Topographic Survey
 - Topographic survey of all features within the road right-of-way (ROW)
 - Complete structure inventories for all sewer and water structures within the site
 - Confirm utility mapping matches as-builts
 - Validate ROW limits match GIS
- Review Record Drawings
- Perform any necessary geotechnical investigations

Phase 2 – Project Documentation

The following are the major items associated with this phase:

- Contract front-end and design specifications matching City Standards
- Engineer's Opinion of Cost
 - 30%, 60%, and 100%
- Internal City Scope Review
- Public Engagement
 - SD regularly hosts public meetings and/or provides exhibits and documentation for public outreach during design and construction. This can be used in conjunction with a project website.
- Utility Coordination Meeting
- Permitting
 - SESC (Oakland County Water Resources Commissioner)
 - EGLE – Part 399 Public Water Supply Permit

Phase 3 – Construction Plans

The following are the major items associated with this phase:

- Title Sheet including sheet index, utility contacts and project location
- General notes sheet including construction notes, project instruction language, hatching and line type information.
- Standard Detail Sheets
 - Utilizing City of Berkley details, as applicable
- Typical Cross Sections
 - Existing and proposed
- SESC and Removal Plans
- Construction Plan

- Paving, Curb and Gutter, Sidewalk and Storm Catch Basin Replacements
- Road Profile (as necessary with curb and gutter)
- Triple Profiles (As-needed catch basin replacements and curb and gutter replacements)
- Detail Grading
 - ADA Sidewalks and intersection curbs
- Signing and Striping Plan (if deemed necessary)
- Maintenance of Traffic Plan
 - Multi-phase construction will allow for continuous operation with minimal disruption.
- Pedestrian Detour Plan and/or temporary access measures, as necessary

SD will provide the plans to City of Berkley and review with the appropriate staff throughout the project as well as providing internal QA/QC and constructability reviews.

SCHEDULE

Project Award	June 15, 2026
Internal Scope Review	June 16, 2026
Topographic Survey	June 16 – July 28, 2026
Records Review	June 16 – July 3, 2025
Preliminary Plans	July 13 – September 7, 2026
Preliminary Plan Review	September 10, 2026
90% Plan Preparation	September 11 – November 4, 2026
90% Plan Review	November 5, 2026
Permit Submittals	November 9, 2026
Final Plan Preparation	November 9 – November 20, 2026
Advertise Project	November 23, 2026
Bid Letting	December 15, 2026
City Council Award	January, 2026
Construction	April – November, 2027

*Reviews are intended for either internal QA/Constructability and/or City Review. The stakeholder coordination/engagement, special provisions, engineer's estimate will take place concurrently with this schedule.

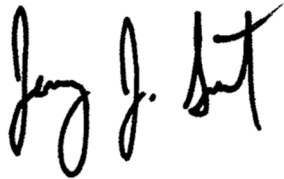
FEE

Spalding DeDecker preliminarily estimates that the above listed services at the following hourly not-to-exceed total, based on the attached breakdown of staff hours. The fees and hourly rates are in accordance with Spalding DeDecker's Master Services Agreement with the City.

Phase 1, 2, 3 – Design Engineering =	<u>\$177,410</u>
Total Engineering Services =	\$177,410

Thank you for the opportunity to submit this proposal, and we look forward to working with the City. If you wish to discuss this proposal or require additional information, please feel free to contact me directly at jschrot@sda-eng.com or (517) 740-7059. Thank you!

Sincerely,
SPALDING DEDECKER



Jeremy Schrot, PE
Sr. Vice President

Accepted by:
City of Berkley

Shawn Young
Deputy City Manager of Public Services
Date: _____

Billing Tasks		Tasks by Quantity and Hours						Distribute Total Labor Hours										Sub-Consultants		Totals			
Billing Task #	Billing Task Name	Line #	Sub-Task:	Notes:	Quantity (Ea)	Unit Hours (Hr)	Total Hours (Hr)	Employee Initials							Direct Task Labor Hours (Hr)	Direct Task Labor Fee (\$)	Sub-Consultant #	Sub-Consultant Fee (\$)	Task Subtotal Labor Hours	Task Subtotal Fee (\$)	Final Proposal Fee for Billing Task (\$)		
								Principal	Senior Project Manager	Senior Project Engineer	Project Engineer	Engineer	Project Supervisor	Two-Person Crew									
100	Survey	1	Topographic Survey			1	125	\$230.00							60	80	150	\$27,100.00			150.00	\$27,100.00	BILLING TASK 100 Survey
		2															0	\$0.00			0.00	\$0.00	
		3	Billing Task Sub Totals		0	1	125	0	10	0	0	0	60	80	150	\$27,100.00			150.00	\$27,100.00	\$27,100.00		
		4																					
200	Project Documentation	1	Scope, Review, Stakeholder and Utility Meetings		3	14	42		4	4	12	12	10			42	\$6,878.00			42.00	\$6,878.00	BILLING TASK 200 Project Documentation	
		2	Engineer's Opinion of Cost		3	12	36		2	4	2	26			36	\$5,732.00			36.00	\$5,732.00			
		3	Records Review		1	40	40		2	2	15	15	6			40	\$6,432.00			40.00	\$6,432.00		
		4	Permits (RCOC, EGLE, SESC, ROW)		4	16	64		2	6	16	20	20			64	\$9,992.00			64.00	\$9,992.00		
		5	Water Main/Sewer		8	24	192		4	12	40	80	56			192	\$29,232.00			192.00	\$29,232.00		
		6	Signing/Striping		3	12	36		1	3	12	12	8			36	\$5,718.00			36.00	\$5,718.00		
		7	Detail Grading		4	12	48		2	2	12	16	16			48	\$7,364.00			48.00	\$7,364.00		
		8	Maintenance of Traffic		1	40	40		1	1	6	24	8			40	\$5,986.00			40.00	\$5,986.00		
		9	Specifications and Unique Special Provisions		2	20	40		2	8	10	16	4			40	\$6,692.00			40.00	\$6,692.00		
		10	Billing Task Sub Totals		29	190	538		18	42	127	221	128		0	538	\$84,026.00	--		538.00	\$84,026.00	\$84,026.00	
210	Construction Plans	12	Construction Plans		24	10	240		4	8	68	80	80			240	\$36,416.00			240.00	\$36,416.00	BILLING TASK 210 Construction Plans	
		13	Final Walk-Through		4	4	16		4	4	4			16	\$3,024.00			16.00	\$3,024.00				
		14	Constructability Review		2	16	32		8	8			16			32	\$5,600.00			32.00	\$5,600.00		
		15	QA/QC		2	16	32		8	8			16			32	\$5,600.00			32.00	\$5,600.00		
		16	Bidding Phase		4	4	16		4	4	8			16	\$3,144.00			16.00	\$3,144.00				
		17	Billing Task Sub Totals		36	50	336		28	32	80	84	112		0	336	\$53,784.00	--		336.00	\$53,784.00	\$53,784.00	
		18					0													0.00	\$0.00	BILLING TASK 900 Subconsultants	
900	Subconsultants	19	Geotechnical			0										\$12,500.00			0.00	\$12,500.00			
		20				0												0.00	\$0.00				
		21	Billing Task Sub Totals		0	0	0		0	0	0	0	0	0	0	\$12,500.00	--	\$0.00	0.00	\$12,500.00	\$12,500.00		
Grand Totals						999		46	84	207	305	240	60	80	1024	\$177,410.00			874	\$177,410.00	\$177,410.00		

MEMORANDUM

To: Mayor Dean and Members of Council
From: Shawn Young

Date: August 17, 2026
Subject: Spalding Dedecker Proposal for engineering related services as the replace to the EPA Community Grant for Lead Service Line Replacements.

Madam Mayor and Members of City Council,

Background

The City of Berkley was recently awarded an EPA Community Grant for Lead Service Line Replacements. This grant will help us move towards our goal of verifying and replacing all the remaining Lead Service Lines located within the City. This is a Federal level grant that has some additional requirements compared to our existing program. Spalding Dedecker has provided a proposal to assist us with the implementation and documentation required as part of the grant.

Summary

- The EPA grant award was \$1,092,000, and it was a direct result of appropriations legislation approved by the House of Representatives.
- This grant will require the City of Berkley to provide 20% in matching funds. We intend to utilize the funds that are already budgeted in account 592-536-975-000 to cover the matching fund's requirement.
- The proposal from Spalding Dedecker in the not-to-exceed amount of \$201,243,50 would essentially be a turnkey package that would include the initial grant application and federal administration, replacement program design, bidding, and management, and construction engineering.
- The proposal also includes the tracking of the project using the City's GIS which will provide an online project dashboard that is updated by field staff on a regular basis. We would intend to utilize this same protocol for other Lead Service Line Replacements that are completed outside the grant award.
- The proposal is in accordance with our master services agreement with Spalding

DeDecker.

Recommendation

Motion to (Approve, Deny, Postpone) the proposal from Spalding Dedecker for Engineering Related Services as they relate to the EPA Community Grant for Lead Services Replacements.

July 9, 2026

Mr. Shawn Young
Deputy City Manager of Public Services
City of Berkley
3238 Bacon Avenue
Berkley, MI 48072

**Re: Proposal for Professional Engineering Services for
Lead Service Line Replacement Program (EPA Community Grant)**

Dear Mr. Young:

Spalding DeDecker (SD) is pleased to provide the following proposal to assist the City of Berkley (City) with its Lead Service Line Replacement (LSLR) Program, to be funded through a \$1,092,000 EPA Community Grant earmarked for the City. This proposal covers professional engineering services from program development through construction engineering, including preparation of the grant application package and administration of the federal grant requirements.

PROJECT UNDERSTANDING

The City owns and operates a water distribution system of approximately 6,915 service lines. The City's Complete Distribution System Materials Inventory (CDSMI) is complete and identifies 334 lead or galvanized previously connected to lead (GPCL) service lines awaiting replacement, 1,642 confirmed non-lead lines, and 4,939 lines of unknown material that remain to be verified. Under the Michigan Lead and Copper Rule and the federal Lead and Copper Rule Improvements, the City must verify the material of all service lines and fully replace every lead and GPCL line, on both the public and private sides, with partial replacements prohibited. The federal rule sets the governing schedule, requiring full replacement of all lead and GPCL lines within ten years of the November 1, 2027 compliance date.

The City has a \$1,092,000 EPA Community Grant earmark for lead service line replacements, identified in the Fiscal Year 2026 federal appropriations. To receive the funds, the City must submit an application package to the EPA Community Grants Program, which is included in the scope below. The earmark represents the 80% federal share of the project; a 20% non-federal cost share of approximately \$273,000 is required and is assumed to be provided by the City, bringing the anticipated total project cost to approximately \$1,365,000. The City participates in Oakland County Water Resources Commissioner (OCWRC) cooperative programs that provide established unit pricing for both material verification and service line replacement. SDA understands that verification of unknown service lines is proceeding as a separate, ongoing City effort under that program. Because the City already has 334 known lead and GPCL lines awaiting replacement, more than this program can fund, SD recommends directing the program toward replacing known lead and GPCL lines while the City's verification program continues to add confirmed lead lines to the replacement pipeline.

As a federally funded program, the work will be administered in compliance with applicable federal requirements. Because the appropriations act extends State Revolving Fund requirements to this grant, these include the Uniform Guidance at 2 CFR Parts 200 and 1500, Build America Buy America (BABA, which incorporates the American Iron and Steel requirement for iron and steel products), Davis-Bacon prevailing wage, the Disadvantaged Business Enterprise program (40 CFR Part 33), and

National Environmental Policy Act (NEPA) review prior to construction. The City's existing cooperative unit pricing was developed for locally funded work and does not carry these federal requirements. The grant-funded replacements will therefore be competitively procured under a federally compliant solicitation that incorporates the applicable Davis-Bacon wage decision, BABA certifications, and the required 2 CFR Part 200 contract provisions, with the cooperative pricing used as the basis of the estimate in this proposal. The replacement cost basis carries a 20% allowance above current cooperative pricing to account for these requirements and for annual escalation. Surface restoration will be funded separately by the City so that grant dollars are directed to replacements, as determined by the City prior to the preparation of this proposal.

PROGRAM APPROACH

SD proposes to run the program as a rolling, block-based (where possible) replacement effort that keeps the contractor productive while access agreements are secured:

- The City's verification program, under its existing WRC contract, continues to confirm service line materials and feeds confirmed lead and GPCL lines into the replacement list alongside the 334 already identified.
- SD prioritizes and sequences replacements from the known lead and GPCL list, following EGLE's recommended priorities (areas of high replacement density, disadvantaged or overburdened areas, etc.) and grouping by neighborhood and access-agreement status so the contractor can work full blocks rather than scattered sites.
- SD manages resident outreach, including obtaining access agreements, using the required reasonable-effort protocol and issuance of required notifications regarding lead services.
- Once a block has enough signed agreements to work efficiently, SD releases it to the contractor, ensuring the contractor always has enough work to continue replacement operations without interruption.
- The contractor replaces the full water service on both the public and private sides, generally by directional drilling, returning the new copper line through the same building entry as the existing line, and replaces lead connectors where encountered.
- The City replaces the water meter (where desired) and completes the final connection to interior plumbing using qualified or licensed personnel as required by the Michigan Plumbing Code and the local enforcing agency.
- Following each replacement, the customer receives the required measures: written flushing instructions, a certified filter with six months of cartridges, and an offer of a follow-up tap sample three to six months later, as required under the Lead and Copper Rule.
- When a block is complete, surface restoration is performed under a separate City-funded contract, and the locations are closed out. Federal grant administration, including reporting, certified-payroll review, and material certifications, runs throughout, with the NEPA review completed before construction begins.
- Throughout the project, SD will track the status of each service in the City's GIS and provide an online project dashboard, updated by our field staff as work progresses, so the City has current status visibility throughout the program.

SCOPE OF SERVICES

The proposed scope of services is organized into the following four areas:

1. Grant Application and Federal Administration

- Prepare the EPA Community Grant application package, including the project workplan and budget, for the City's submission to EPA.
- Administer the federal grant for the duration of the program, including quarterly progress reporting and reimbursement requests.
- Maintain compliance documentation for 2 CFR Parts 200 and 1500, Davis-Bacon certified payroll, BABA domestic-content certifications, and DBE good-faith-effort documentation, and coordinate the NEPA review prior to construction.
- Assist the City with the annual Michigan service line replacement report (due March 31) and the annual customer notification certification (due July 1).

2. Replacement Program Management and Resident Coordination

- Prioritize and sequence replacements from the known lead and GPCL list, coordinating with the City's verification program as it confirms additional lead lines.
- Manage access agreements, resident scheduling, and required lead notifications, including the reasonable-effort access protocol for private-side work.

3. Replacement Design, Bidding, and Coordination

- Assemble replacement work by block and street to allow efficient execution, and prepare the plans, specifications, and federal contract provisions needed for the work.
- Prepare unit-price bid documents that carry the federal contract provisions and a pay-item structure covering site variability (short and long service runs, services over 30 feet, depth, and surface conditions), with an address list updated as access agreements are secured, recognizing that exact conditions at each location may not be known at bid time.
- Procure the replacement construction through a federally compliant competitive solicitation incorporating the required Davis-Bacon, BABA, and 2 CFR Part 200 provisions (including DBE), using the cooperative unit pricing as the basis of estimate.

4. Construction Engineering

- Assuming 146 lead service replacements at 12 weeks of replacement with full services CE.
- Provide construction administration, including quantity tracking, GIS map updating, submittal review, pay estimate processing, and closeout.
- Provide field observation and inspection of replacement work, documented with Inspector Daily Reports (IDRs).
- Coordinate the required post-replacement customer measures, including notification of the temporary increase in lead, flushing instructions, provision of a certified filter with replacement cartridges, and an offer of follow-up tap sampling.
- Coordinate restoration and site closeout as each block is completed, with restoration funded separately by the City, with full observation and inspection provided separately from the work outlined in this proposal.

ADDITIONAL SERVICES

SD can provide additional public outreach and neighborhood meetings, expanded resident coordination, or support for the City's verification program beyond the grant-funded scope for an additional fee.

Construction engineering services for the City's separate water service material verification and restoration contracts are not included in this proposal. If desired, SD can prepare a separate proposal for construction engineering services related to this work.

ASSUMPTIONS

- Replacement construction will be competitively procured under a federally compliant solicitation, with the cooperative unit pricing plus a 20% allowance used as the basis of estimate for this proposal.
- A 20% non-federal cost share of approximately \$273,000 is required (no cost-share waiver is assumed) and is provided by the City; the full program, the federal share plus the City match, is directed to lead and GPCL replacements.
- The City will replace water meters and complete the final connection to interior plumbing using qualified or licensed personnel as required by code.
- No separate water-quality testing program is required for planned full replacements, and routine Lead and Copper Rule compliance monitoring remains the City's ongoing obligation. The post-replacement customer measures (flushing information, a certified filter with cartridges, and an offer of one follow-up tap sample) are coordinated by SD, and the City furnishes the filters and funds any follow-up sampling that residents accept.
- Surface restoration is performed under a separate City-funded contract and is not included in these fees.
- Emergency or partial replacements, if any, carry additional notification and state reporting (EGLE) requirements that are not included in this scope.
- The known lead and GPCL list and the contractor's address list will be updated as additional access agreements are secured and verifications are confirmed.

FEE

The replacement cost basis is the City's cooperative unit pricing plus a 20% allowance for annual price escalation and the federal requirements described above. SD will provide the scope of services above for the following hourly not-to-exceed professional fees, in accordance with SD's Master Agreement with the City of Berkley:

Grant Application Package	\$9,699
Replacement Program Management and Design	\$57,337
Construction Engineering	<u>\$134,207.50</u>
Total Professional Services	\$201,243.50

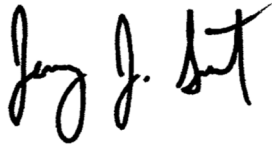
The total project cost is approximately \$1,365,000: the \$1,092,000 EPA grant as the 80% federal share, plus a 20% non-federal cost share of approximately \$273,000 to be provided by the City. After

professional services, approximately \$1,110,000 funds the replacement construction at the cooperative unit pricing plus the 20% allowance described above, which is anticipated to complete approximately 146 lead and GPCL service line replacements from the known-lead list. The final count will be confirmed once federally compliant unit pricing is established. Verification and surface restoration are funded separately by the City and are not included in these fees.

Thank you for the opportunity to submit this proposal, and we look forward to working with the City of Berkley. If you wish to discuss this proposal or require additional information, please feel free to contact me.

Sincerely,

SPALDING DEDECKER



Jeremy J. Schrot, PE
Senior Vice President

Billing Tasks		Tasks by Quantity and Hours					Distribute Total Labor Hours										Final Proposal Fee for Billing Task
Billing Task #	Billing Task Name	Line #	Sub-Task:	Notes:	Quantity (Ea)	Unit Hours (Hr)	Total Hours (Hr)	Employee Initials						Direct Task Labor Hours (Hr)	Direct Task Labor Fee (\$)		
								JS Project Executive	AJ Senior Project Engineer 2 / Assistant	MD/RM Project Engineer +	TM Project Executive	Construction Technician 3+	Office Technician +				
200	Grant Application	1	EPA Community Grant Application		1	24	24	4	20					24	\$4,580.00	BILLING TASK 200 Grant Application	
		2	Quarterly Progress Reports		3	2	6	1	5					6	\$1,145.00		
		3	Reimbursement Requests		3	4	12	2	10					12	\$2,290.00		
		4	Annual Service Line Report		1	4	4	2	2					4	\$842.00		
		5	Annual Customer Certification		1	4	4	2	2					4	\$842.00		
		6					0							0	\$0.00		
		7	Billing Task Sub Totals		9	38	50	11	39	0	0	0	0	50	\$9,699.00		
210	Program Management	8														BILLING TASK 210 Program Management	
		9	GIS Location Map Creation		1	24	24	1	2	21				24	\$3,752.00		
		10	Prioritization of Replacements		3	24	72	4	24	44				72	\$11,904.00		
		11	Access Agreements		146	0.25	36.5	2	26.5	8				36.5	\$6,476.50		
		12	Resident Notification		146	0.25	36.5	2	26.5	8				36.5	\$6,476.50		
		13	Review Meetings		2	4	8	2	6					8	\$1,566.00		
		14					0							0	\$0.00		
210	Design	15	Billing Task Sub Totals		298	52.5	177	11	85	81	0	0	0	177	\$30,175.00	BILLING TASK 210 Design	
		16															
		17	GIS Location Map Plan		1	8	8	1	2	5				8	\$1,352.00		
		18	Contract Manual		1	60	60	2	38	20				60	\$10,358.00		
		19	Engineers Opinion of Cost		3	8	24	1	8	15				24	\$3,938.00		
		20	Detail Sheet		3	16	48	1	20	27				48	\$7,910.00		
		21	QA/QC		3	4	12	6			6			12	\$2,880.00		
800	Construction Administration	22	Bidding Assistance		1	4	4		4					4	\$724.00	BILLING TASK 800 Construction Administration	
		23												0	\$0.00		
		24	Billing Task Sub Totals		12	100	156	11	72	67	6	0	0	156	\$27,162.00		
		25															
		26	Construction Inspection		12	60	720					720		720	\$91,440.00		
		27	Pay Applications		3	8	24				2		22	24	\$3,494.00		
		28	Shop Drawing Review		2	4	8				4		4	8	\$1,508.00		
800	Construction Administration	29	File Setup and Audit		2	40	80				8		72	80	\$11,784.00	BILLING TASK 800 Construction Administration	
		30	Resident Notification and Communication		146	0.75	109.5				60		49.5	109.5	\$21,181.50		
		31	Progress Meetings		10	2	20				20			20	\$4,800.00		
		32	QA/QC				0							0	\$0.00		
		33	Billing Task Sub Totals		175	114.75	961.5	0	0	0	94	720	147.5	961.5	\$134,207.50		
		34															
Grand Totals					494	305.3	1345	33	196	148	100	720	147.5	1345	\$201,243.50	\$201,243.50	

MEMORANDUM

To: Mayor Dean and Members of Council
From: Shawn Young

Date: August 17, 2026
Subject: Spalding Dedecker Proposal for engineering related services as the replace to the EPA Community Grant for Lead Service Line Replacements.

Madam Mayor and Members of City Council,

Background

The City of Berkley was recently awarded an EPA Community Grant for Lead Service Line Replacements. This grant will help us move towards our goal of verifying and replacing all the remaining Lead Service Lines located within the City. This is a Federal level grant that has some additional requirements compared to our existing program. Spalding Dedecker has provided a proposal to assist us with the implementation and documentation required as part of the grant.

Summary

- The EPA grant award was \$1,092,000, and it was a direct result of appropriations legislation approved by the House of Representatives.
- This grant will require the City of Berkley to provide 20% in matching funds. We intend to utilize the funds that are already budgeted in account 592-536-975-000 to cover the matching fund's requirement.
- The proposal from Spalding Dedecker in the not-to-exceed amount of \$201,243,50 would essentially be a turnkey package that would include the initial grant application and federal administration, replacement program design, bidding, and management, and construction engineering.
- The proposal also includes the tracking of the project using the City's GIS which will provide an online project dashboard that is updated by field staff on a regular basis. We would intend to utilize this same protocol for other Lead Service Line Replacements that are completed outside the grant award.
- The proposal is in accordance with our master services agreement with Spalding

DeDecker.

Recommendation

Motion to (Approve, Deny, Postpone) the proposal from Spalding Dedecker for Engineering Related Services as they relate to the EPA Community Grant for Lead Services Replacements.



MEMORANDUM

To: Mayor Dean and Members of Council
From: Shawn Young
Date: August 17, 2026
Subject: Public Works North East Wall Replacement Phase 2.

Madam Mayor and Members of City Council,

Background

City Council recently approved the repair of the existing brick perimeter wall at the Public Works facility. This was phase one of the project. The second phase consists of the replacement of the existing cinder block and chain link fencing located in the north-east corner that separates our facility and the adjacent residential homes. After careful consideration, we recommend a decorative bin block type installation as a replacement.

Summary

- In March 2026, Council approved a budget amendment which included \$800,000 for emergency wall repairs
- A total of \$620,000, which included contingency funds, was previously approved for phase one of the wall project. We have utilized \$573,125 on the project as of the final pay application that was submitted on 7/31/2026.
- The City of Berkley is also set to receive a reimbursement of \$199,752 in insurance payments related to the wall damage
- Phase 2 will involve the purchase and installation of 190 linear feet of 8' high decorative concrete stacked wall with a cap.
- The concrete stacked wall is a very durable locally sourced product that can be easily repositioned or replaced should additional damage occur.
- The construction of this wall helps to minimize the operational noise and visual concerns of our adjacent neighbors.
- Allied construction has submitted a proposal in accordance with the State of Michigan MIDEAL Contract #01044 in the amount of \$141,600.00.
- The targeted account number for this project is 101-267-976-441 (Building Improvements — DPW).

Recommendation

Motion to (approve, deny, postpone) to approve the proposal from Allied Building Services in the amount of \$141,600 with an additional \$15,000 in contingency funds subject to a review of the contract by the City Attorney and approval and execution by the City Manager.

Michigan

 Google Street View

Aug 2025 [See more dates](#)





Theut Products

4.2 ★★★★★ (37)
Ready mix concrete supplier •

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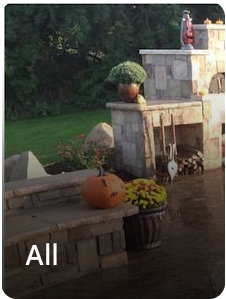
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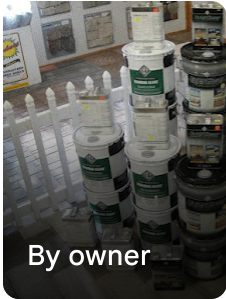
- 73408 Van Dyke, Romeo, MI 48065
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- theutproductsinc.com
- (586) 752-4541
- RXPJ+26 Romeo, Michigan
- Your Maps history

Suggest an edit

Photos & videos



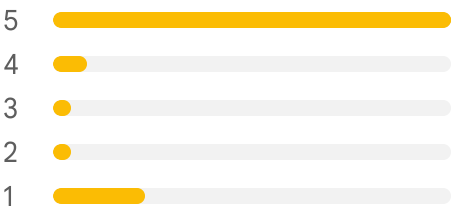
All



By owner

+ Add photos & videos

Review summary



4.2
★★★★★
37 reviews



"Great **place** and great people!"



"I waited a **year** and thought why not give them another try."



"Very helpful crew, friendly and good **prices**."

 Write a review

Reviews



≡ Sort

✓ All

helpful crew 2

brick 2



Anthony Marrocco
10 reviews · 3 photos



★☆☆☆☆ a year ago

Very disappointed in the quality of the product, but more disappointed with the poor customer service. This is our 5th Winter building a backyard ice rink, but the 1st year I decided to try Theut for the plastic liner. After setting up the ... [More](#)



Like



Share

Response from the owner a year ago

Hi Anthony,

Thank you for reaching out and sharing your feedback. We're truly sorry to hear ... [More](#)



Julie T
Local Guide · 17 reviews · 3 photos



★★★★★ 2 years ago

I had concrete delivered today and they were great. This was my first time working with concrete and I just had a slab poured for a 12x16 shed. They were very accommodating when I asked to reschedule due to heat, and the driver was top ... [More](#)



1



Share

Response from the owner 2 years ago

Hello Julie! We thank you so much for taking the time out of your day to leave a positive review of your experience at our store. We are so happy that we could deliver an excellent first concrete experience for you. We are the place for ... [More](#)



John Mowatt

Local Guide · 164 reviews · 49 photos



★☆☆☆☆ 10 years ago

Received a notice of furnishing from Theut Products from Cement work done by Holsbeke Construction. According to the letter this is required by the Michigan Construction Lien Act to protect their ability to file a lien in the event they ... [More](#)



1



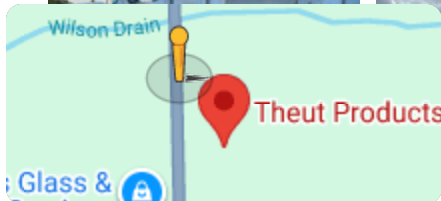
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Response from the owner 3 years ago

Hello John. First, let us start by saying we sorry to hear that you did not have a great experience at our store. We realize how important our customers are and how much power and influence they have in our business. Second, you are correct ... [More](#)

[More reviews \(34\)](#)

People also search for



ggero Cement ...

Protoc

QUOTE PQ-00006124

Change Order 3



1801 Howard Street Detroit Mi 48216
313-230-0800 www.teamallied.com

Date: June 25, 2026

Valid Until: July 25, 2026

Attn: Shawn Young

CUSTOMER

City of Berkley
3338 Coolidge
Berkley, MI 48072

LOCATION OF WORK

DPW Building (Berkley)
3238 Bacon Ave
Berkley, Michigan 48072

SCOPE OF WORK

Procurement Method – MIDEAL - This proposal is procured and submitted via MIDEAL – State of Michigan DTMB Contract #01044. - Team Allied is an approved vendor under this contract, which satisfies all competitive bidding requirements.

Perimeter Wall Replacement - Northeast Section (behind homes)

Remove and dispose of the existing remaining block wall, the existing chain link fencing, and the plant life.

Install a footing in the areas which do not have a footing for new stacked block

Provide and install approximately 190lf of concrete formed stacked block wall with cap approximately 8 feet tall

Notes:

- Large tree removal to be performed by others (City of Berkley tree contractor)
- Excessive stump removal if required is not included and if required will be performed at an additional cost

This proposal is being submitted through the State of Michigan MIDEAL Cooperative Purchasing Program, Contract #01044, which allows the City of Berkley to procure Allied's services directly without competitive bidding under cooperative purchasing terms.

Quote Total: \$141,600.00

TERMS (Net 30)

Price is firm / fixed

A firm fixed price is a fixed price agreed upon by both parties for the scope of work outlined in the proposal.

Pricing is subject to change with a change in scope of work, delays out of control of the contractor or other such items that change the fundamental direction, scope and ability to complete such work.

Regular Straight Time Wages

In Prevailing Wage, Davis Bacon or Service Contract wage scenarios, customer MUST provide contractor will the current wage requirement to be used.

Quote based on on progress invoicing at intervals of 30 calendar days, unless otherwise agreed to in writing and prior to commencement of work. **Due to tariffs and economic uncertainty Allied cannot guarantee materials pricing.**

If you should have any questions, please feel free to call or email me.

Sincerely,

Ahmed Houmani
ahmedh@teamallied.com

TO ACCEPT THIS PROPOSAL, please sign, date and return it, or you can forward an updated purchase order or work order.

CUSTOMER APPROVAL: _____ Printed Name: _____ Date: _____

MEMORANDUM

To: Madame Mayor and Members of Council
From: Kristen Kapelanski
Date: August 17, 2026
Subject: Second reading and adoption of an ordinance to amend Section 14.04.B Payment-In-Lieu Fees of Chapter 138 Zoning of the City of Berkley Code of Ordinances to modify regulations for payment-in-lieu of required parking spaces.

Madam Mayor and Members of City Council,

Background

- The City Council worked with the City's Planning Consultant, Carlisle Wortman, over several work sessions beginning last summer to determine criteria for use of the payment-in-lieu of parking option included in the recently adopted Zoning Ordinance.
- The intent of the Payment in Lieu of Parking program is to provide flexibility from minimum parking requirements in situations where strict compliance would limit reinvestment or redevelopment, particularly on constrained sites.

Summary

- The amendment is structured to ensure that any reduction in on-site parking does not result in adverse impacts on surrounding residential neighborhoods.
- The program is specifically designed to support adaptive reuse of existing buildings and walkable, mix-used development patterns, while discouraging overreliance on the option for new construction.
- Eligibility is limited to non-residential uses and residential uses only when part of a mixed-use development. The ordinance establishes clear review criteria, including the availability of nearby parking, anticipated parking demand, neighborhood impacts and consistency with the Master Plan.
- The proposed fee schedule would need to be adopted by the City Council. Should the second reading be approved, it will be brought to Council for

consideration at their September meeting. It utilizes a tiered structure, with higher per-space costs applied to the first spaces and decreasing incrementally for additional spaces. This approach is intended to reflect market conditions while ensuring the program remains viable and not cost-prohibitive to redevelopment.

- All payments would be deposited into a dedicated fund to support public parking improvements through maintenance and expansion.
- The City Council approved the first reading on July 20, 2026.

Recommendation

Motion to (approve/deny/postpone) the adoption of an ordinance to amend Section 14.04.B Payment-In-Lieu Fees of Chapter 138 Zoning of the City of Berkeley Code of Ordinances to modify regulations for payment-in-lieu of required parking spaces.

AN

ORDINANCE

of the City Council of the City of Berkley, Michigan to amend Section 14.04.B Payment In-lieu Fees of Chapter 138 Zoning of the City of Berkley Code of Ordinances to modify regulations for payment in-lieu of required parking spaces.

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Section 14.05.B Payment In-lieu Fees of Chapter 138 Zoning of the Berkley City Code is amended to modify regulations for payment in-lieu of required parking spaces, as follows:

~~**B. Payment In-lieu Fees.** After using on-street, public parking, or municipal lot parking spaces towards the required parking, the Planning Commission may waive some of the remaining required parking for developments requiring a site plan, subject to the applicant's election to contribute a one-time fee to the City's Public Parking Fund in an amount established by resolution of City Council, in lieu of the number of spaces waived.~~

B. Payment-In-Lieu of Parking (PILP) Option After using on-street, public parking, or municipal lot parking spaces towards the required parking, the City may waive some of the remaining required parking for developments requiring a site plan, special land use permit, or business license application, subject to the applicant's election to contribute a one-time fee to the City's Public Parking Fund in an amount established by resolution of City Council.

1. Purpose and Intent. The purpose of the Payment-in-Lieu of Parking (PILP) option is to provide flexibility from minimum off-street parking requirements in order to promote the highest and best use of parking-constrained properties while balancing the potential impacts on surrounding residential neighborhoods. The PILP option is intended to:

- a. Encourage adaptive reuse and reinvestment in existing buildings;
- b. Support walkable, mixed-use development patterns;
- c. Reduce the need for excessive on-site parking; and
- d. Ensure that any reduction in required parking does not result in undue burden on adjacent residential areas.

2. Applicability.

- a. The PILP option may be considered for the following uses:
 - i. Non-residential uses.

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- ii. Residential uses only when part of a mixed-use development that contains non-residential uses.
- b. The PILP option must:
 - i. Be prioritized for adaptive reuse of existing buildings; and
 - ii. Not be available for standalone new construction projects, unless the Planning Commission determines that strict application of parking requirements would preclude reasonable use of the property due to site constraints.

3. Approval Process.

- a. Applications for PILP must be submitted as part of a site plan, special land use, or business license application.
- b. The Planning Commission must review the PILP request, including when it is an administrative approval for the business license application, and make a recommendation based on the criteria in subsection 5. Review Criteria.
- c. The City Council must make the final determination to approve, approve with conditions, or deny the PILP request.

4. Payment Structure.

- a. The City must establish, by resolution, a fee schedule for payment-in-lieu of required parking spaces.
- b. Payment is required prior to issuance of a building permit, or in the case of a business license, before issuance of a certificate of occupancy, unless otherwise approved by the City Council.
- c. All funds collected must be deposited into a dedicated account to be used for:
 - a. Public parking improvements;
 - b. Shared parking facilities; or
 - c. Mobility or transportation demand management strategies within the City.

5. Review Criteria. In making a recommendation and decision on a PILP request, the Planning Commission and City Council must consider the following:

- a. Whether the request supports the adaptive reuse of an existing building or otherwise facilitates reinvestment in a constrained site;
- b. The availability of on-street parking, public parking, or shared parking within reasonable walking distance;

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- c. The extent to which the proposed use is likely to generate parking demand during peak periods;
 - d. Potential impacts on adjacent residential neighborhoods, including spillover parking;
 - e. Whether the request is consistent with the City's Master Plan and parking strategies;
 - f. The feasibility of providing parking on-site and whether strict compliance would preclude a permitted use of the property; and
 - g. Whether any other mitigation measures, including shared parking agreements or transportation demand management strategies, are available or proposed.
- 6. Conditions of Approval.** The Planning Commission may recommend, and the City Council may impose reasonable conditions on a PILP approval, including but not limited to:
- a. Limiting the number of spaces eligible for payment-in-lieu;
 - b. Requiring participation in shared parking arrangements;
 - c. Requiring operational or design modifications to mitigate impacts.
- 7. No Vested Right.** Approval of a PILP request must not be construed as establishing a precedent or vested right for future applications.

SECTION 2: 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 3: Severability Clause

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

SECTION 4: Penalty

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

SECTION 5: Effective Date

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

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

Blue underlined text is proposed to be inserted: example

SECTION 6: Publication

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

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

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

Bridget Dean, Mayor

Attest:

Victoria E. Mitchell, City Clerk

Payment Structure

1. The City shall establish, by resolution, a tiered fee schedule for payment-in-lieu of required parking spaces.
2. The fee structure shall:
 - a. Reflect a sliding scale based on the number of spaces waived;
 - b. Be calibrated to represent the maximum reasonable market rate prior to becoming cost-prohibitive to redevelopment;
 - c. Be periodically reviewed and updated to reflect market conditions and comparable municipal programs.

Payment-in-Lieu of Parking Fee Schedule (2026)

Number of Spaces Waived	Fee per Space
1 – 5 spaces	\$6,250
6 – 10 spaces	\$5,000
11 or more spaces	\$3,750

Application of Tiers

Fees shall be applied cumulatively by tier:

1. First 5 spaces = \$6,250 each
2. Spaces 6–10 = \$5,000 each
3. Spaces 11+ = \$3,750 each

Example (12 spaces)

1. $5 \times \$6,250 = \$31,250$
 2. $5 \times \$5,000 = \$25,000$
 3. $2 \times \$3,750 = \$7,500$
- Total: \$63,750



MEMORANDUM

To: Madame Mayor and Members of Council
From: Kristen Kapelanski
Date: August 17, 2026
Subject: Second reading and adoption of an Ordinance of the City Council of the City of Berkley, Michigan to amend Article IX, Engineering Design Standards of Chapter 26, Buildings and Building Regulations of the City of Berkley Code of Ordinances to clarify that developments are subject to the provisions of the adopted Engineering Design Standards.

Madam Mayor and Members of City Council,

Background

- The City Council amended the City Code to reference the Engineering Design Standards and adopted the Engineering Design Standards in March of 2025.
- The Engineering Design Standards consolidated standards for roads, utilities, stormwater, etc. from locations throughout the City Code into one document.
- The Engineering Design Standards were updated with new amendments adopted by the City Council earlier this year.

Summary

- In reviewing the City Code, staff noticed typographical errors in the section adopting the standards. The attached amendment corrects those errors.
- City Council approved the first reading on July 20, 2026.

Recommendation

Motion to (approve/deny/postpone) the adoption of an Ordinance of the City Council of the City of Berkley, Michigan to amend Article IX, Engineering Design Standards of Chapter 26, Buildings and Building Regulations of the City of Berkley Code of Ordinances to clarify that developments are subject to the provisions of the adopted Engineering Design Standards.

AN

ORDINANCE

of the City Council of the City of Berkley, Michigan to amend Article IX, Engineering Design Standards of Chapter 26, Buildings and Building Regulations of the City of Berkley Code of Ordinances to clarify that developments are subject to the provisions of the adopted Engineering Design Standards.

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Article IX, Engineering Design Standards of Chapter 26, Buildings and Building Regulations of the Berkley City Code is amended, as follows:

ARTICLE IX. – ENGINEERING DESIGN STANDARDS

The City of Berkley Engineering Design Standards dated March 17, 2025 [is hereby adopted, as amended, for the development and redevelopment of properties.](#)

SECTION 2: 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 3: Severability Clause

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

SECTION 4: Penalty

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

SECTION 5: Effective Date

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

SECTION 6: Publication

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

Blue underlined text is proposed to be inserted: example

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

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

Blue underlined text is proposed to be inserted: example



MEMORANDUM

To: Madam Mayor and Members of City Council
From: Crystal VanVleck
Date: August 17, 2026
Subject: Update to the City's Cooperative Agreement with the Berkley School District for the School Resource Officer.

Madam Mayor and Members of City Council,

Background

In 2023, the City entered into an intergovernmental agreement with the Berkley School District to provide a dedicated School Resource Officer (SRO). City Administration recently met with District officials to discuss necessary revisions to the agreement, and to provide a pathway and process to identify and transition the next SRO.

The current SRO holds the rank of Sergeant—a vital leadership role within the Police Department. Because the SRO's primary responsibility is rightly focused on school grounds, the Department experiences a deficit in day-to-day supervisory capacity. To address this, the Berkley School District has agreed to an updated fee schedule with an increased financial contribution. This additional funding offsets municipal costs, enabling the City to promote an additional Sergeant to cover operational leadership needs while maintaining a full-time, dedicated officer within the schools.

Summary

- The foundational substance and intent of the original agreement remains intact.
- Primary updates consist of the revised fee structure and updated language by the City's new legal counsel.

Recommendation

Motion to (approve/deny/postpone) the City's Cooperative Agreement with the Berkley School District for the School Resource Officer.

**COOPERATIVE AGREEMENT
FOR
SCHOOL RESOURCE OFFICER PROGRAM**

THIS COOPERATIVE AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM (the “**Agreement**”) shall become effective upon signatures of both Parties (“**Effective Date**”), by and between the **CITY OF BERKLEY**, a Michigan municipal corporation, whose address is 3338 Coolidge Highway, Berkley, Michigan 48072 (“**City**”), and **BERKLEY SCHOOL DISTRICT**, a Michigan general powers school district, whose address is 14501 Talbot, Oak Park, Michigan 48237 (“**School District**”), each a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, Article VII, Section 28 of the Michigan Constitution of 1963, provides, in part, that two or more counties, townships, cities, villages or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for joint administration of any of the functions or powers each would have to perform separately; and

WHEREAS, the Revised School Code, specifically MCL §380.11a(4), authorizes general powers school districts such as the School District to enter into cooperative agreements with other entities as part of performing its school district functions; and

WHEREAS, the School District desires to enter into a cooperative agreement with the City as part of its School District function of providing for the safety and welfare of pupils, pursuant to MCL §380.11a(3)(b); and

WHEREAS, the School District seeks to contract with the City to provide one (1) full-time public safety officer to work as a “School Resource Officer” (“SRO”) at the School District, at all times during which school is in session during the regular School Year. Specifically, the SRO will work and perform Services at the School District’s locations, based on a schedule mutually agreed upon by the Parties; and

WHEREAS, the SRO shall provide Services to the School District as set forth in this Agreement. The Services shall be in addition to the law enforcement activities performed at the discretion of the City, including, but not limited to, road patrol, special tactical team, and investigations, which shall continue to be provided on the same basis that such services are provided through the City; and

WHEREAS, the Parties have determined that the presence and involvement of the SRO in the School District and in the Educational Programming (as defined in this Agreement) will be of great public benefit to the School District, its students, staff and school community, by building respect for law enforcement, creating a positive relationship between law enforcement, the students, staff and school community, preventing or reducing present and future crime and adding a high profile role model to the school community, among other benefits; and

WHEREAS, the Parties hereto have reached an understanding with each other regarding the performance of the SRO's Services and desire to set forth this understanding in the form of this written Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES MUTUALLY AGREE TO THIS AGREEMENT AS SET FORTH BELOW:

ARTICLE I. PARTIES' RIGHTS AND RESPONSIBILITIES

A. School District SRO. The School District's SRO position will require one (1) full-time trained public safety officer selected and assigned to the School District by the City's Director of Public Safety, after consultation with School District Administration. All monthly, yearly and specialized training will be completed through the City's department training program. All of the SRO's equipment, uniforms, vehicles, communication devices and insurance will be provided by the City.

B. Employer of the SRO. The City is the sole and exclusive employer of all public safety officers, including the SRO. The terms and conditions of employment of any public safety officer with the City, any applicable public safety officer employment or union contract, and any City rules, regulations, hours of work, shift assignments, orders, policies, procedures, directives, ethical guidelines and the like, shall solely and exclusively govern and control the employment relationship of the SRO assigned to the School District by the City and the conduct and actions of any public safety officer. To the extent practicable, the SRO assigned by the City to the School District shall remain in that position for the School Year from the date of assignment as the School District's SRO and until the end of the then current School Year.

The determination as to which officer is assigned to serve as SRO shall be made on or before August 1 of each year and selected and assigned to the School District by the City's Director of Public Safety, after consultation with School District Administration. The SRO assigned to the School District shall be an MCOLES-certified sworn officer at all times during the Term of this Agreement and shall have completed appropriate training to serve as a SRO.

The Parties expect that the SRO shall cooperate relative to the implementation and continuation of the SRO's Services, which include the Educational Programming attached hereto as **Exhibit A**, however, the SRO shall remain an employee of the City under the direct supervision and control of the City at all times relevant herein.

Nothing in this Agreement is intended to release, waive or alter any liability or obligation of the City for any of its public safety officers assigned to work as a School District SRO. The School District does not intend, nor has it created any obligation for any law enforcement oversight, supervision or management of any SRO or any other law enforcement duty. Any input of the School District is limited to the Services to be provided to the School District and the content of the Educational Programming in accordance with **Exhibit A** for the School District's students and is not intended to override or supersede the control, oversight, supervision and management of a SRO, or any other public safety officer by the City.

C. Payment of SRO's Wages and Benefits. The City shall remain solely and exclusively responsible for the payment of the SRO's wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs and/or other allowances or reimbursements of any kind, including, but not limited to workers, disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or statutory or contractual right or benefit based, in any way, upon any public safety officer status as an employee of the City. The SRO shall have all of the rights and benefits provided for in any applicable collective bargaining agreement, and the City's policies and procedures.

D. SRO's Services Provided to the School District. The SRO shall be assigned to provide Services to the School District for a minimum of forty (40) hours per week during the School Year, while school is in session. Staffing levels will be determined collectively by representatives of the City and the School District, and through the respective budget allocation process of the City and the School District. The responsibilities of the SRO and the services provided hereunder ("Services") shall be:

1. Providing an additional layer of security and comfort to students, parents and staff in the School District with the SRO's presence.
2. Enforcing state laws and local ordinances on School District premises within the City of Berkley and cooperating with other public safety departments with incidents that occur on School District premises outside of the boundaries of the City of Berkley (Huntington Woods, north Oak Park).
3. Consulting with the School District's Administrative leadership team.
4. Conducting Educational Programming.
5. Acting as a positive role model to students, and building relationships with students, staff, the school community and stakeholders.
6. Other duties as assigned by the City after consultation with the School District.

E. Emergencies, Mutual Aid, Training and Assistance. The School District understands and agrees that occasionally the SRO may be assigned to periodic training, called to assist with emergency situations and offer mutual aid and assistance outside of the School District given that the SRO is a public safety officer employed by the City of Berkley. The School District agrees that the delegation of the SRO to these situations, including training during school hours will not be a breach of this Agreement. The City will attempt to limit such training/calls to the SRO to the extent possible.

F. Primary Contact Persons. Each of the Parties shall designate a primary contact person ("Primary Contact Person"), who shall administer this Agreement on a day-to-day basis on behalf of their respective Party. The identity of a Party's Primary Contact Person may be changed at any time by written notice delivered to the other Party. It is the intent of the Parties that the Primary Contact Persons address questions and areas of concern and provide input into the SRO's Services, including job duties and responsibilities.

1. The Director of Public Safety is the Primary Contact Person for the City.

2. The School District Superintendent is the Primary Contact Person for the School District.

G. SRO Designated Workspace. The School District shall designate a secure, visible workspace, with a desk and land-line telephone, if available, for use by the SRO on a regular basis at Berkley High School. Access to a School District computer, printer, copy machine, radio and other related equipment will be made available to the SRO in the designated workspace.

H. Designation of the SRO as “School Official” Under the Family Educational Rights and Privacy Act (“FERPA”). The School District agrees to define “school official” in the School District’s annual notification of rights under 20 U.S.C. §1232g, 34 C.F.R. §99, of the Family Educational Rights and Privacy Act to include a contractor such as the SRO who performs an institutional service or function for which the School District would otherwise use its own employees for the provision of the SRO’s Services to the School District. The School District designates the SRO as a school official having a legitimate educational interest such that the SRO is entitled to access student educational records under FERPA. The SRO is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from student education records. The SRO agrees to comply with FERPA and its corresponding regulations applicable to school officials and the use and re-disclosure of personally identifiable information from student records set forth in MCL §380.1136. Except as set forth in this Paragraph, the SRO is not an employee or an agent of the School District. Notwithstanding the SRO’s designation as a school official for purposes of FERPA, however, since the SRO remains an employee of the City, which is independently subject to Michigan’s Freedom of Information Act (“FOIA”) without the ability to rely upon the FERPA exemption to FOIA contained in MCL §15.243(2), the SRO may have access to view student educational records, if permitted and approved by a School District Administrator, but shall not be entitled to or provided copies of student educational records.

ARTICLE II. TERM

A. Initial Term. Except as otherwise provided herein, this Agreement shall commence on July 1, 2026 and continue from school-year to school-year until it is terminated as provided for herein (“Term”).

B. Termination. Except in the event of a breach or default, either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party no later than April 30th of any year. Failure to give notice of the intention to discontinue participation in the program by April 30th of any given year shall obligate each of the Parties hereto to the financial obligations which are provided for herein for the next school year, without the right of cancellation during the school year. Upon termination of this Agreement, all further obligations of the City to provide SRO Services to the School District under the terms of this Agreement shall end.

C. Breach or Default. In the event a Party commits a breach or default under this Agreement, and the breach or default cannot be corrected within ten (10) calendar days after receipt by the breaching Party of written notice from the non-breaching Party specifying the breach or default,

this Agreement may be terminated with written notice from the non-breaching Party to the breaching Party.

D. Availability of Funds. The provision of the SRO's Services to the School District and payment for such Services by the School District are conditioned upon the receipt and availability of government funds appropriated or allocated for such Services. If funds are not allocated and available for the continuance of Services performed or received as set forth herein, either Party may terminate this Agreement at the end of the period for which funds are available. However, both Parties shall remain responsible for any and all costs of the Services set forth herein, unless this Agreement is terminated as stated herein or the Parties are otherwise able to avoid further costs associated with the SRO. The Party that may be affected by the shortage of funds shall notify the other Party at the earliest possible time that the Services may be affected by the shortage of funds or that the Party responsible for payment for these Services has a shortage of funds.

ARTICLE III. PAYMENT OF TOTAL PROGRAM COSTS

A. Total Program Cost. The costs for the SRO shall be based on the public safety officer's salary established by the City. The SRO Total Program Cost shall be shared by the Parties hereto, on the following basis:

1. The School District shall reimburse the City 75% of the SRO's annual/fiscal year contractual base salary for a public safety officer or 90% of the SRO's annual/fiscal year contractual base salary for a public safety officer ranked as Sergeant, as listed in the salary schedule of the Collective Bargaining Agreement between the City of Berkley and the Berkley Police Association, attached hereto as **Exhibit B** ("Salary Schedule").
2. The City shall be responsible for the remaining 25% SRO's annual/fiscal year contractual base salary for a public safety officer or the remaining 10% of the SRO's annual/fiscal year contractual base salary for a public safety officer ranked as Sergeant, and 100% of all benefits and related compensation costs association with the respective public safety officer's position.

B. Invoices. The City shall submit an invoice to the School District each year for the School District's portion of the Total Program Cost identified in Paragraph A above, on a quarterly basis. The School District shall pay the invoice within thirty (30) calendar days of receipt.

ARTICLE IV. CONFIDENTIALITY

All information that is identified as confidential or proprietary information and is submitted by a Party to this Agreement to the other Party relative to the SRO's Services performed under this Agreement shall be kept confidential by the receiving Party to the extent permitted or required by federal, state and local laws, rules and regulations. However, the foregoing representation is made subject to the Michigan Freedom of Information Act, and other applicable law.

ARTICLE V. PERSONNEL

- A.** No Party shall be entitled to any of the benefits that the other Party provides for its employees, nor shall it be subject to or covered by the other Party's employee handbooks, collective bargaining agreements, or other personnel policies. The Parties expressly agree that the SRO is not entitled to nor shall the School District make payments to the Michigan Public School Employees Retirement System ("MPERS"), or any other public school retirement system on behalf of the SRO assigned to provide Services to the School District.
- B.** No Party shall be responsible for covering the other Party's employees under any workers' disability compensation or unemployment insurance.
- C.** No Party shall have any authority or right to obligate the other Party in any way whatsoever. Each Party shall identify itself as an independent contractor and shall not hold itself out as an employee, or agent of the other Party.

ARTICLE VI. NO WAIVER OR INDEMNIFICATION

Nothing in this Agreement is intended to release, waive or alter any liability or obligation of the City for its public safety officer designated as the SRO of the School District pursuant to the terms of this Agreement. The City shall be responsible for its public safety officer designated as the SRO and for the SRO's Services rendered hereunder. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend either Party for claims, damage or liability arising out of or stemming from an act or omission of the public safety officer assigned to be the SRO. Each Party shall be responsible for the acts or omissions of its employees and agents in performing their respective obligations under this Agreement.

ARTICLE VII. GOVERNMENTAL IMMUNITY

The School District and the City do not waive their governmental immunity by entering into this Agreement and each Party fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

ARTICLE VIII. INSURANCE

The School District and the City shall each purchase and maintain, at its sole expense, commercial general liability insurance, and other appropriate lines of coverage, to protect the Parties from any liability or cost which may occur as a result of this Agreement, which is not paid or insured under any applicable insurance policy.

Each Party's Commercial General Liability Insurance Policy shall include coverage for bodily injury, personal injury, property damage (broad form), premises/operations, and blanket contractual. Coverage shall be endorsed to include the other Party as an additional named insured during the Term of this Agreement. The City shall purchase and maintain the following insurance with the stated minimum limits:

Minimum Limits:

Worker's Compensation – Must meet minimum statutory requirements

Commercial General Liability

- \$1,000,000 Per Person/Occurrence
- \$2,000,000 Property Damage
- \$2,000,000 General Aggregate
- \$5,000,000 Umbrella Coverage

Commercial Automobile Liability

- \$1,000,000 Per Person/Occurrence
- \$1,000,000 Property Damage
- \$2,000,000 General Aggregate

Employer's Liability - \$500,000 each occurrence

Law Enforcement Liability - \$5,000,000 occurrence/aggregate

Policies of insurance shall be with companies licensed to do business in the state of Michigan and in a form satisfactory to each Party with each Party named as an Additional Insured on the Certificates of Insurance. Cancellation, material restriction, non-renewal or lapses of any of the required policies shall be grounds for immediate termination of this Agreement.

ARTICLE IX. MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the School District and the City on the subject matter hereof.

B. Force Majeure. Notwithstanding any other provision of this Agreement, neither Party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control.

C. Notices. All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each Party, and shall be effective when received by the Parties or mailed to the Parties at their respective addresses set forth below, or at such other address as may be furnished by a Party to the other Party:

If to the City:

City of Berkley
City Manager
3338 Coolidge Hwy.
Berkley, Michigan 48072

With a copy to:

Rosati Schultz Joppich & Amtsbuechler PC
Lisa J. Hamameh, Esq.
27555 Executive Dr., Suite 250
Farmington Hills, MI 48331

If to the School District:

Berkley School District
Superintendent
14501 Talbot
Oak Park, Michigan 48237

With a copy to:

Clark Hill PLC
Dana Abrahams Esq.
220 Park Street, Suite 200
Birmingham, MI 48009

D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

E. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties.

F. Entire Agreement/Amendments. This Agreement is the entire agreement between the Parties relating to the Services provided, and the compensation for such Services by the Parties. Any modification or amendment to this Agreement must be made in writing, approved by the School District and the City, and signed by a duly authorized officer of each Party.

G. Non-Waiver. No failure of a Party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies which either Party may otherwise have.

H. No Assignment. Neither Party may, without the prior written consent of the other Party, assign or transfer this Agreement nor any obligation incurred hereunder and any attempt to do so in contravention of this Agreement shall be void and of no force and effect.

I. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall nonetheless continue in full force and effect without being impaired or invalidated

in any way. In addition, if any provision of this Agreement is modified by a court of competent jurisdiction such that it may be fully enforced, then that provision shall be fully enforced as modified.

J. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

K. Venue. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim under this Agreement shall be brought in the Sixth Judicial Circuit Court, Oakland County, Michigan where the Parties agree venue is proper.

L. Compliance with Law. The Parties agree to comply with all applicable federal, state and local laws, rules and regulations.

M. Warranties and Representations. Both the School District and the City represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that their respective actions have been duly and validly authorized, and that they will adopt any and all resolutions or expenditure approvals required for execution and implementation of this Agreement.

N. Captions. The captions and paragraph headings in this Agreement are for reference only and shall not be considered in the interpretation of this Agreement.

O. Execution and Delivery. Each Party represents and warrants to the other that it has undertaken all necessary corporate or organizational actions required to give it full power, authority and right to execute, deliver and perform its obligations under this Agreement and that the individual signing this Agreement on its behalf is authorized to do so pursuant to its governing documents.

P. No Third-Party Beneficiaries. This Agreement shall not create any rights in any third parties (including, without limitation, the SRO).

This Agreement has been duly executed, approved by the appropriate governing bodies and shall become effective on the date set forth in the first paragraph written above.

CITY OF BERKLEY

BERKLEY SCHOOL DISTRICT

By: _____
Crystal VanVleck

By: _____
Scott Francis

Its: City Manager

Its: Superintendent

Dated: _____

Dated: _____

EXHIBIT A

EDUCATIONAL PROGRAMMING

Educational Programming in the School District may include health and safety presentations, security concerns and prevention, social issues facing students, bullying and cyber-bullying, early intervention, mitigation of school violence, alcohol and drug abuse by students, harmful effects of vaping, the OPIOD epidemic, dangers of social media and technology, criminal conduct associated with social media and technology and ways to improve communication between law enforcement, students and the school community, among other relevant topics. The Educational Programming shall mutually be agreed to by the Parties.

EXHIBIT B

SALARY SCHEDULE

CITY OF BERKLEY PSO WAGE SCHEDULE THROUGH JUNE 2028												
Period	HOURLY WAGE SCHEDULE											
	PUBLIC SAFETY OFFICER											SERGEANT
	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months	
7/1/2026 - 6/30/2027	\$28.331	\$30.044	\$31.759	\$33.465	\$35.190	\$36.886	\$38.584	\$40.318	\$41.998	\$43.702	\$45.429	\$52.47129
7/1/2027 - 6/30/2028	\$29.464	\$31.245	\$33.029	\$34.804	\$36.597	\$38.362	\$40.127	\$41.930	\$43.678	\$45.450	\$47.246	\$54.56913



MEMORANDUM

To: Mayor Dean and City Council
From: Adam Wozniak
Date: August 17, 2026
Subject: Declaring items as surplus

Madam Mayor and Members of City Council,

Background

The City of Berkley makes it a point to update and repurpose its aging equipment when possible. All the attached equipment listed items have been offered to other departments and have been determined to be no longer needed due to condition, age, resale value, etc.

Summary

- Prior to being recommended as surplus, all equipment and vehicles are offered for reutilization by other departments.
- The main driver of surplus equipment is the total cost of ownership, which includes current usage, maintenance and repair costs, and resale value.
- All items will be sold via public auction or disposed of accordingly.

Recommendation

Motion to (approve, deny, postpone) the attached items be declared as surplus to be sold or disposed of accordingly.

August 2026 City of Berkley Auction Items

2021 Ford Explorer (city hall vehicle)

Vehicle originated from the public safety fleet and was later used by city hall. Vehicle was replaced this month. Vehicle is no longer needed.



Table is from public safety and is no longer needed.



Construction bucket was used for a machine we no longer have in our fleet. Bucket is no longer needed.



Chairs are from the Library and were replaced. The chairs are no longer needed.



Tables and chairs were from the library and were replaced. Table and chairs are no longer needed.



Water meters that were replaced and these listed are considered scrap (2 containers this size to be auctioned). Old meters are no longer needed.



Old DPW water / trash pump was replaced and is no longer needed.



DPW RedMax leaf blower (2 of them same make and model) was replaced and is no longer needed.



DPW Shindaiwa weed trimmer was replaced and is no longer needed.



DPW Stihl BR400 leaf blower no longer functions and will be sold for parts.



DPW Stihl MS180C chainsaw no longer functions and will be sold for parts.



DPW Stihl FS94R weed trimmer was replaced and is no longer needed.



DPW Stihl FS90R weed trimmer was replaced and is no longer needed.



DPW Tanaka hedge trimmer no longer functions and will be sold for parts.



Public Safety tires were replaced with DOT street legal tires and these pictured are no longer needed.



A PROCLAMATION
of the Council of the City of Berkley, Michigan
Proclaiming September 2026 as National Suicide Prevention Month

P-XX-26

- WHEREAS,** September is known as National Suicide Prevention Month and is intended to help raise awareness surrounding suicide prevention resources available in the community; and
- WHEREAS,** World Suicide Prevention Day is observed each year on September 10; and
- WHEREAS,** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and
- WHEREAS,** According to the American Foundation for Suicide Prevention (A.F.S.P.), Suicide is the 10th leading cause of death among adults, and the 2nd leading cause of death among individuals between the ages of 10 and 34 in the United States; and
- WHEREAS,** According to the U.S. Centers for Disease Control and Prevention (CDC), each year more than 48,000 people die by suicide; and
- WHEREAS,** Organizations like the National Alliance on Mental Illness (NAMI) and National Suicide Prevention Lifeline, 800-273-TALK (8255) work to help individuals in crisis and provide resources to shed light on this highly stigmatized topic; and
- WHEREAS,** In 2020, Congress designated the new 988 dialing code to operate through the existing National Suicide Prevention Lifeline to help expand the crisis care system to better provide direct, life-saving services to all in need; and
- WHEREAS,** Every year thousands of individuals die by suicide, leaving behind friends and family members to navigate the tragedy of loss. Often feelings of shame and stigma prevent them from talking openly; and
- WHEREAS,** Oakland Community Health Network (OCHN) is committed to being a Zero Suicide organization and cultivating a network of providers who are engaged in the Zero Suicide philosophy; and

NOW, THEREFORE, THE CITY OF BERKLEY HEREBY PROCLAIMS

- SECTION 1:** That the month of September 2026 is hereby proclaimed as *National Suicide Prevention Month* in the City of Berkley.
- SECTION 2:** The City of Berkley calls upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of suicide prevention, and the need for appropriate and accessible services to assist individuals in crisis.

Proclaimed this 17th day of August, 2026 at a Regular Meeting of the Berkley City Council.

Attest:

Bridget Dean, Mayor

Victoria Mitchell, City Clerk

CITY OF BERKLEY

Strategic Framework Quarterly Report

Q2 2026





INTRODUCTION

Throughout 2024 and 2025, City Council and department directors met in work sessions to clearly define priority areas and the objectives that will help us reach them. Based on feedback from the community, discussions in the work sessions, and information from staff, the Strategic Framework was created as a plan for the next two years.

The Strategic Framework serves as a roadmap for the City of Berkley, helping us to define our goals and hone our focus on how to achieve them. It's a living document that helps us make decisions about how to allocate our resources for the best benefit of the community as well as track and report our progress.

The Strategic Framework Reports are an opportunity to highlight the activities that the City of Berkley has carried out in the previous three months in an effort to work toward our established objectives.



VISION, MISSION, AND VALUES

Mission

Berkley will strive to enhance economic vitality, preserve neighborhoods, and foster progress to implement the City's vision and values.

Vision

Berkley will be a thriving 21st-century municipality, rooted in strong neighborhoods and a walkable design, supported by a caring community that helps every resident, business, and visitor to flourish.

Values

Caring, Innovative, Welcoming, Active



PRIORITY AREAS

Priority Area 1:

Organizational Effectiveness

Priority Area 2:

Economic Sustainability

Priority Area 3:

Community Assets

Priority Area 4:

Open Communications

Priority Area 5:

Fiscal Stewardship



2026 QUARTERLY REPORT

Priority Area 1: Organizational Effectiveness

Objective: Cultivate a strong organizational culture

- Our benefits broker, Manquen Vance, gave a presentation on health benefits to eligible employees prior to open enrollment.
- A weekly walk club was established to allow employees to engage with one another, reduce stress, and promote healthy habits.
- Take Your Child to Work Day was successfully hosted. Kids participated in a variety of activities planned by Public Safety, the Library, the Clerk's Office, and Parks and Recreation. The Clerk's Office organized a mock election, and the kids got to ask the mayor questions.
- Parks and Recreation Events and Communications Specialist, Amanda, attended a two-day marketing summit organized by mParks.
- Over 40 Parks and Recreation camp staff were trained as part of state licensing requirements.
- Human Resources, the City Manager's Office, and Communications formed a team focused on promoting employee engagement and culture.
- Three members of Public Safety, along with Public Works Superintendent, Adam, attended High Risk Unified Commander (HRUC) training, focused on establishing a structured, coordinated response to major incidents, including active assailant events. To date, all command officers, dispatch personnel, and approximately half of our Public Safety Officers have completed HRUC training.
- Our Communications Director represented the City of Berkley at the 2026 Government Social Media conference, where she learned about best practices and innovative ideas from fellow government communicators from around the world.
- Members of our leadership team and City Council attended the annual North American Active Assailant Conference. This conference helps us to prepare for emergency response and communication with our community in the wake of active violence.
- The entire Clerk's Office attended the 2026 BOE Election Cycle Training.



2026 QUARTERLY REPORT

Priority Area 1: Organizational Effectiveness

- The Clerk attended an invite-only Oakland County Clerk's Chat with Deputy Secretary of State Aghogho Edevbie and Attorney General Dana Nessel.
- The Human Resources Director attended an in-depth FMLA and ADA training hosted by the Michigan Public Sector HR Association and the Brown & Brown Law Firm.
- All Department of Public Safety sworn and civilian personnel attended training sessions provided by Spectrum Training Solutions. This training included:
 - Interpersonal Communication for First Responders
 - Identifying Signs & Symptoms of Mental Health Disorders
 - Behavior-Based Tactics for Special Needs Calls

Objective: Optimize organization structure, staffing, policies/procedures, and level of service

- Updated Code Enforcement Policies and Procedures were adopted by City Council and implemented by the Community Development Department.
- Community Development, the DDA, the City Manager's Office, and the Department of Public Works collaborated to release an RFP for the Coolidge Road project.
- Community Development, the City Manager's Office, and the Department of Public Works initiated work with Plante Moran Realpoint on the Strategic Real Estate Services plan.
- Community Development and the City Manager's Office continued work with our consultant to finalize the draft Economic Development Strategy.
- The Human Resources Director and City Manager met with our workers' compensation carrier to find ways to reduce risk of injury to employees and learn about current workplace safety trends and best practices.
- Human Resources, Parks and Recreation, Public Works, and Public Safety met with a representative from Corewell Health to discuss



2026 QUARTERLY REPORT

Priority Area 1: Organizational Effectiveness

transitioning our pre-employment physicals and workplace injury services to a provider that offers improved availability and service levels.

- The Clerk and Deputy Clerk visited all Board and Commission meetings to review the Board and Commission Handbook and answer any questions.
- The Clerk's Office continued to update its SOP manual, Election Manual, and Election Day Emergency Operations Manual with the help of Emergency Manager Jack Blanchard.
- As of the end of Quarter 2 (June 30th), the City received 102 general FOIA requests and 13 FOIA appeals, utilizing an estimated 480 hours of staff time year to date. By comparison, at the end of Quarter 2 in 2025, the City received 70 general FOIA requests and 4 FOIA appeals.

Objective: Foster stronger relationships with community and regional partners

- Representatives from Community Development, the DDA, and the City Manager's Office attended meetings of the newly formed Tri-Community Commerce Partnership, a collaboration between the cities of Berkley, Huntington Woods, and Oak Park with the Chamber to increase efficiencies around business development and events.
- Human Resources attended the quarterly Public Sector HR Association (PSHRA) round table discussion. These meetings provide an opportunity for HR professionals from Oakland and Wayne Counties to share advice and resources.
- The Communications Director spoke about community engagement on a panel at the SEMCOG Communicators Network meeting in April.
- The City Clerk attended the Michigan Municipal Clerks Association Annual Conference.
- The Deputy Clerk and Election Specialist attended the Oakland County Clerk's Association Quarterly meeting and luncheon.
- The Clerk and Deputy Clerk visited the Ferndale Clerk's Office, where



2026 QUARTERLY REPORT

Priority Area 1: Organizational Effectiveness

they discussed best practices, toured their election storage room, and went through their FOIA processes.

Objective: Identify and implement innovative operational solutions

- The Clerk's Office continued to roll out the Civic Plus Agenda Management software and provide additional staff training.



2026 QUARTERLY REPORT

Priority Area 2: Economic Sustainability

Objective: Identify, prioritize, and deploy economic development tools

- Community Development and the City Manager's Office met with brownfield representatives from Oakland County to begin exploring the use of a brownfield TIF for housing development.
- The Planning Commission discussed the Payment in Lieu of Parking text amendment over several meetings, ultimately holding the public hearing and recommending approval.

Objective: Identify development opportunities and focus areas

- The final draft of the Economic Development Strategy is close to completion.

Objective: Implement Master Plan updates and development process improvements

- Community Development completed additional Zoning Ordinance clean-up amendments.

Objective: Improve City/DDA strategic alignment

- Community Development has been working with the DDA on a number of inter-departmental teams, including the Strategic Real Estate plan, the Coolidge RFP, and the Economic Development Strategy.



2026 QUARTERLY REPORT

Priority Area 3: Community Assets

Objective: Complete comprehensive asset needs inventory and management plan

- Utilizing information gathered from the Parks and Recreation Master Plan, Parks and Recreation and Communications have worked together to create a plan to further examine residents' vision for the future of the Community Center campus.
- A Water Asset Management Plan Update proposal has been put together and will be presented to City Council in Quarter 3.
- The City provided Plante Moran Realpoint with our facilities assessment, utilization study, and appraisal for City Hall to review.

Objective: Improve facility/staff security and safety

- Parks staff completed CPR/first aid training, basic water rescue training, and ALICE training as part of the pre-camp training sessions.
- The Clerk worked with the Emergency Manager to update the Elections Security Plan to reflect the changes for the mid-term August Primary. She also reached out to the new facilities director at the School District to ensure compliance for August at all three precincts located in schools.



2026 QUARTERLY REPORT

Priority Area 4: Open Communications

Objective: Identify community audiences and most effective City "voice(s)"

- The Clerk's Office worked with Communications to continue messaging heading into the mid-term election season.
- The Clerk and Deputy Clerk created new training manuals and classes to incorporate all of the mid-term changes in their election worker training sessions.

Objective: Identify and implement priority communication strategies within human and financial resources

- Communications met with Ferndale's Communications Department to discuss ADA compliance best practices for municipal websites.
- With increased promotion of email subscription opportunities, we gained nearly 70 new email subscribers over the past three months.
- Communications sent 23 email news blasts to subscribers to keep our community informed about water main breaks, curbside yard waste collection and chipper service, voting and election information, timely updates about public safety phone lines being down, construction information for the Bacon project, and more. Bi-weekly newsletters are sent every other Friday.
- Communications shared social media outreach promoting job openings, spring service offerings such as curbside chipper/yard waste service and free compost for residents, Lids for Kids, the BOSS social district, board/commission recruitment, water main breaks/road closures, Library and Parks & Recreation events/programs, and City Council meeting/decision recaps.
- Communications, the City Manager's Office, and Human Resources began a social media series to highlight the work done by each City department. So far, posts have been shared to celebrate Municipal Clerks Week, National Police Week, and Public Works Week.

Objective: Foster meaningful community engagement and genuine relationships



2026 QUARTERLY REPORT

Priority Area 4: Open Communications

- Parks and Recreation collaborated with Communications to create a presentation and short survey to further engage the community and refine priorities for the entire Community Center campus.
- The Clerk's Office had a booth at the Berkley Pride Block Party. They provided voter information and emphasized that voting is open to everyone.
- The Clerk's Office hosted a program at the Berkley Library on how to make a voting plan. They discussed different ways to vote and the current political climate, including how executive orders, laws, and promulgated rules are coming into play in 2026. The program was another way to put faces to names in the Clerk's Office as that is an effective way to battle mis- and disinformation.
- A Volunteer Appreciation Dinner was held to thank all of our board and commission members for the work they do to make Berkley a better place.
- The Summer Reading kickoff took place on June 15 and was a huge success. Attendance reached new heights with 266 kids, 29 teens, and 115 adults registering for the Summer Reading program that day.
- Public Safety hosted a Lids for Kids event. The feedback was all positive and the estimated attendance throughout the day was 13,524.



2026 QUARTERLY REPORT

Priority Area 5: Fiscal Stewardship

Objective: Clearly define and articulate the City's long-term fiscal realities

- Communications created a weekly "Budget Breakdown" social media series to share the infographic highlights of the adopted budget in 10 posts (two per week).

Objective: Identify additional funding strategies and partnerships

- The Berkley Dads Club generously donated a new scoreboard for Community 1/Pop Lewis Field. With assistance from the Public Works Department, staff safely removed the obsolete scoreboard and installed the replacement in the original location.
- Senator Slotkin selected our "Harvard Road Infrastructure Resiliency" project for submission to the Interior and Environment Subcommittee as part of the Congressionally Directed Spending (CDS) process. Next, the Appropriations Committee will review submissions from across the country and determine which projects to include in upcoming funding legislation. Projects selected at the committee level must then advance through the full congressional budget process before funding is awarded.
- The Parks and Recreation team successfully applied for and was awarded a \$12,500 grant from the Ralph C. Wilson Jr. Foundation to support the expansion of the City's mobile recreation program. Staff is currently collaborating to identify the most effective and impactful ways to utilize the funding and further enhance recreational opportunities within the community.



CITY OF BERKLEY, MICHIGAN

Economic Development Strategy

Final Plan Presentation · August 2026

Agenda

01 City Overview & What Makes Berkley Distinct

02 Regional Positioning

03 The Strategy

04 Strategic Recommendations

05 The Community Development & Administration Role

06 The City Council Role

07 Priority Development Sites & Prioritization

08 Questions & Discussion



City Overview

 Walkable, inner-ring community

 Authentic downtown character

 High-income resident base

 Independent business identity

 Corridors with redevelopment momentum

What Makes Berkley Distinct

“Retro feel, metro appeal.”

😊 Unpretentious

👨👩👧👦 Family-friendly

🚶 Walkable

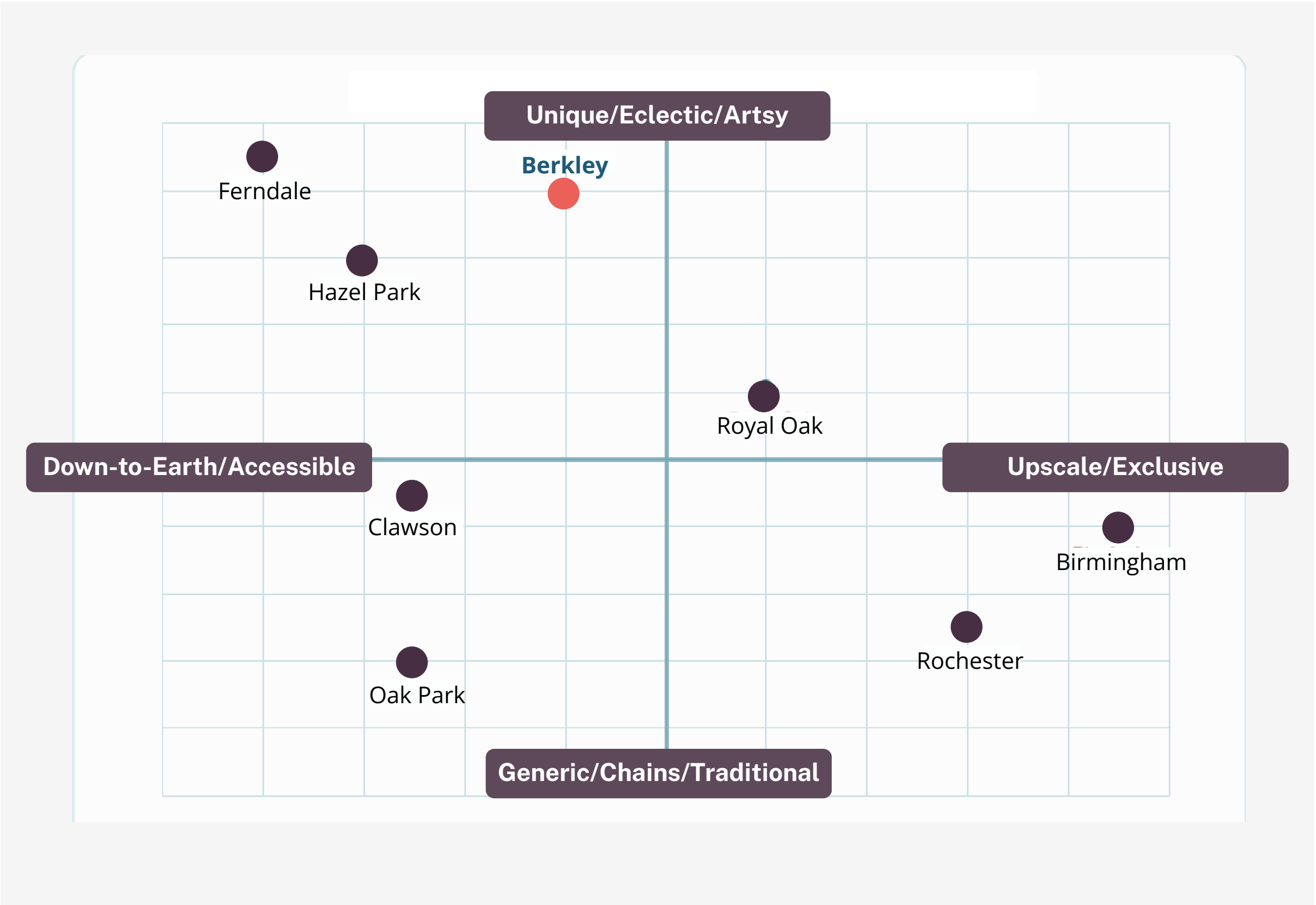
🧠 Eclectic

📍 Independent

📍 Close to Detroit, but
its own place

Regional Positioning: Where Berkley Fits

Accessible. Authentic.
Retail-balanced.



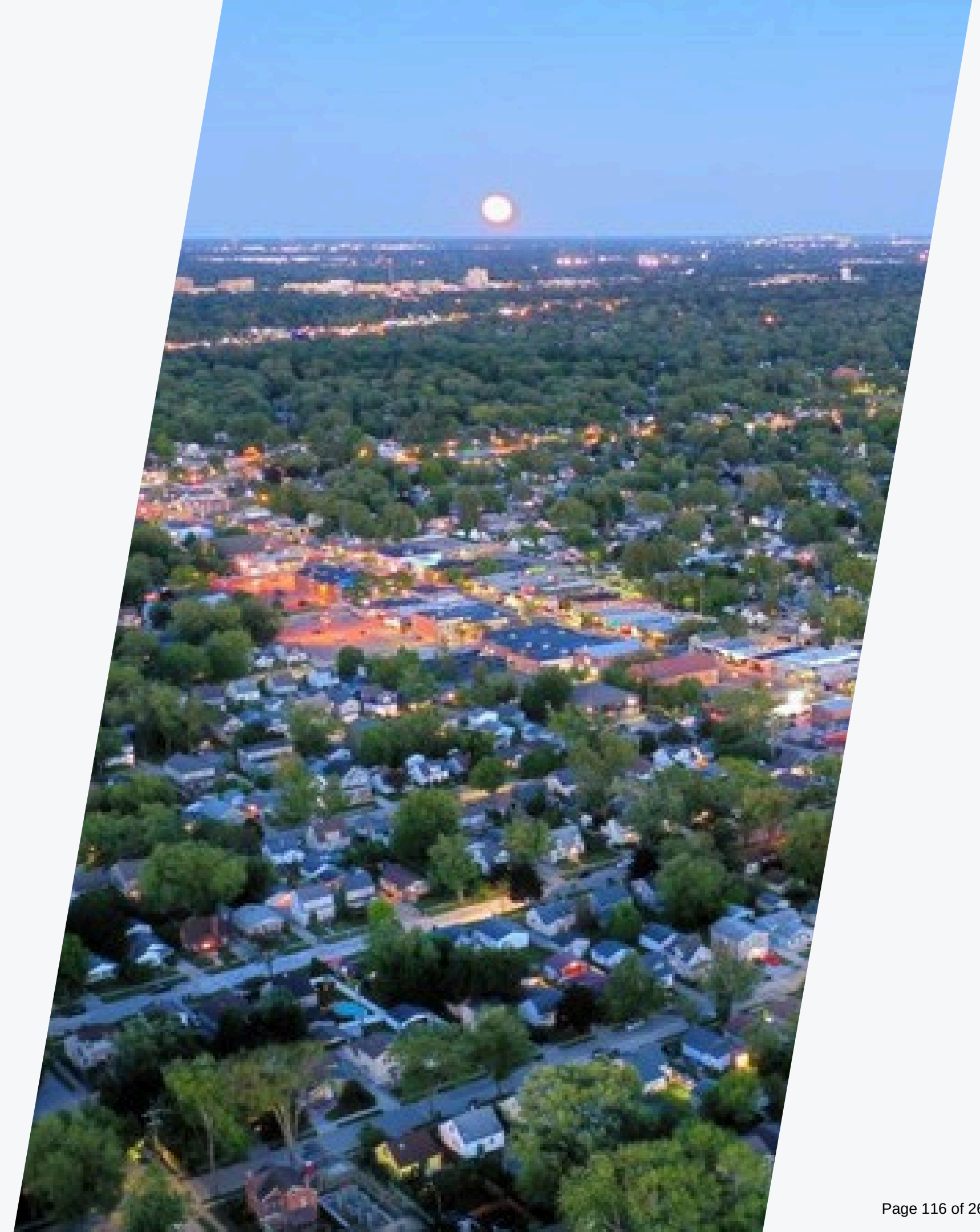
Strategies

 **Priority development sites**

 **Incentives and developer relationships**

 **Local business support ecosystem**

 **RRC readiness, City + DDA strategic alignment**



Strengthening Development Ecosystem

 **Clear vision for City**

 **Defined incentive criteria**

 **Coordinated City +
DDA response**

 **Predictable process**

 **Early conversations**

 **Public understanding
of the “why”**

Strategic Recommendations

Parameters for Evaluating Incentives

- Threshold criteria
- Gap financing principles
- Community benefit expectations

Council & DDA Training

- Incentive rationale framework
- Development supportive policies
- Training on TIF + PILOTs
- Formal incentive criteria

Strategic Recommendations

Business Resource Connection

- Resource guide
- City/DDA “front door”
- Warm referrals

Business Retention & Expansion

- Corridor check-ins
- Pre-application meetings
- Track business needs
- Partner with local banks

Commercial Corridor Vitality

- Evaluate CIA for Eleven Mile
- Streetscape / signage / façade support
- Public art + corridor identity

Light Entrepreneurial Hub Function

- Workshops, coffee meetups, lender sessions
- Startup resource events

City Council Leadership

Developer Outreach

- Meet-and-greet with developers
- Introduce the Berkley team
- Share the City's vision
- Explain timelines and tools

Community Outreach

- Proactive public communication
- Plain-language incentive talking points
- Open house after plan adoption
- Digital plan access / QR codes

FOCUS AREAS

Priority Development Sites



- 1 2555 W. Twelve Mile Road
- 2 3142 Coolidge Highway
- 3 3784, 3750 & 3708 Eleven Mile Road
- 4 1716 Coolidge Highway & 2450 Eleven Mile Road
- 5 4195–4105 Twelve Mile Road
- 6 3490 & 3442 Twelve Mile Road

Different sites. Different roles. Different complexity.

FOCUS AREAS

Complexity Level: How the City Should Prioritize

 Watch & Wait • Owner not ready • Maintain relationship • Prepare for future opportunity	 Low Complexity • Fewer barriers • Clearer reuse path • Limited public role • Staff support / fast response	 Moderate Complexity • Some coordination needed • Incentives may matter • City/DDA partnership likely	 High Complexity • Multiple owners or major site issues • Larger financing gap • Long-term catalytic potential
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Prioritization is driven by owner responsiveness, not complexity level alone.



Site 1

2555 W. Twelve Mile Road

Project Details:

- Property owner sells property to DDA at market value
- DDA bonds against future property tax receipts to purchase the property and do demolition site work
- DDA conveys property to developer / prior property owner
 - Development agreement stipulates development standards:
 - 14,000 SF of retail
 - 40 units of studio, 1BR, 2BR apartments

Financial Projections

- Construction Costs: **\$16.51M**
- Capital Stack:
 - DDA TIF: \$2.26M (Site acquisition, demo, & site work)
 - Equity: \$4.02M
 - MEDC Grant: \$1.0M
 - Debt (50% LTV, 6.5%): \$8.25M
 - C-PACE: \$0.97M
- Annual Tax Impact:
 - Property Tax: \$366K (\$343K incremental)
- Annual Cash Flow: **\$60.6K**



Site 5

4195-4105 Twelve Mile Road

Project Details:

- DDA purchases and consolidates the three parcels at market value
- DDA bonds against future property tax receipts to purchase the property and do demolition site work
 - Reconfigure the parking in the rear in exchange for perpetual parking easements
- DDA conveys property to developer / prior property owner
- Development agreement stipulates development standards
 - 10,000SF ground floor retail
 - 28 1BR & studio apartments

Pro forma:

- Total Construction Costs: **\$9,839,368**
- Capital Stack:
 - Equity \$2.9M
 - C-PACE \$1.0M
 - TIF \$1.4M
 - Debt \$4.4M
- Annual Property Taxes: \$225K
- Cash Flow (\$45K)



Thank You

Questions & Discussion



MEMORANDUM

To: Madame Mayor and Members of Council
From: Kristen Kapelanski
Date: August 17, 2026
Subject: Consideration of adoption of the 2026 Economic Development Strategy.

Madam Mayor and Members of City Council,

Background

- As part of the completion of the Redevelopment Ready Certification requirements, the City needs to complete an Economic Development Strategy.
- The completion of an Economic Development Strategy was also identified as an objective in the City's adopted Strategic Framework.
- The City contracted Better City to complete the Economic Development Strategy in January of this year.

Summary

- The accompanying draft plan includes a socioeconomic and market analysis, development opportunity mapping and focus group and stakeholder interviews. Goals are focused around development and redevelopment attraction, and business expansion and retention. Specific implementation strategies with recommendations for partnership organizations and alignment with state programs are also included.

Recommendation

Motion to (approve/deny/postpone) the adoption of the 2026 City of Berkley Economic Development Strategy.



City of Berkley, Michigan Economic Development Strategy

June 2026

This Economic Development Strategy positions the City to build on its strengths as a fully built-out, high-performing, inner-ring Oakland County community. The Strategy identifies priority redevelopment sites, financing tools, and market opportunities to guide investment, and outlines an entrepreneurial ecosystem strategy to strengthen local business growth.

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EXECUTIVE SUMMARY

Development Opportunity

Berkley is a high-performing, fully built-out, inner-ring community with a strong residential base, a recognizable downtown, and three commercial corridors with meaningful redevelopment potential.

At 2.62 square miles, Berkley's future depends on using existing land more strategically through:

- Redevelopment of underutilized properties
- Mixed-use and higher-density housing
- Reinvestment in existing buildings
- Stronger support for local businesses
- Targeted use of public incentives
- More proactive engagement with developers and property owners

The Economic Development Strategy provides a practical framework to guide these efforts and focus limited City and DDA resources where they can create the greatest public value.

Berkley at a Glance

Indicator	What It Means
15,300 residents	A compact, established consumer market
\$116,239 median household income	Strong household purchasing power
36% of residents aged 25–44	A major market for housing, dining, retail, fitness, and entertainment
22.6% work remotely	A sizable daytime customer base
Walk Score of 77	Strong conditions for walkable commercial activity
Up to four-story development	Greater potential for residential-over-commercial projects
More than \$60M in annual retail leakage	Significant resident spending currently leaves Berkley

Market Opportunity

Berkley has the potential to realistically reclaim between \$25 million and \$35 million in spending that is currently exiting the community. This can be achieved through initiatives such as:

- Attracting new restaurants and retailers
- Introducing experiential and entertainment concepts
- Supporting local services and fitness businesses
- Pursuing mixed-use redevelopment
- Strengthening commercial corridors
- Boosting property values and tax revenues

Berkley's Competitive Position

Berkley's strongest regional position is:

Authentic and approachable

- Family-friendly
- Walkable
- Independent and locally oriented
- Eclectic without being exclusive
- High quality without being overly upscale
- Small-town character within the Detroit metropolitan area

Nearby Community Market Position

		Berkley
Royal Oak	Nightlife, restaurants, larger-scale redevelopment	More family-oriented and retail-balanced
Ferndale	Arts-forward, younger, edgier	"Artsy, not edgy" with broader demographic appeal
Birmingham	Luxury and high-end retail	More accessible, relaxed, and authentic
Clawson	Small-scale and walkable	Stronger downtown identity and DDA capacity
Oak Park	Revitalizing commercial corridors	Traditional downtown and community gathering place

Berkley’s Competitive Position

1. Strengthen the Development Ecosystem

Berkley should make desirable development easier to navigate, more predictable, and more competitive.

Priority actions include:

- Establish clear criteria for incentives and public-private partnerships
- Formalize the incentive application and review process
- Continue to offer early pre-application meetings
- Train City Council and the DDA on development finance tools
- Prepare a clear catalog of available incentives
- Conduct proactive outreach to developers
- Communicate development decisions more clearly to residents
- Provide expedited processing for priority projects where appropriate

2. Use Public Resources Selectively

City or DDA involvement should be considered when the following three conditions are present:

Decision Test	Key Question
Market Failure	Is a barrier preventing the market from delivering the desired outcome?
Community Interest	Would redevelopment create a meaningful public benefit?
Feasibility	Can City tools or partnerships materially improve the project?

Public involvement may be justified where projects address:

- Blight or deteriorated properties
- Brownfield or environmental conditions
- Fragmented ownership
- Parcel constraints
- Housing financing gaps
- Corridor activation
- Infrastructure or public-realm improvements
- Major catalytic redevelopment opportunities

Priority Development Sites

The Strategy identifies six priority redevelopment opportunities across Twelve Mile Road, Coolidge Highway, and Eleven Mile Road.



- 1 2555 W. Twelve Mile Road
- 2 3142 Coolidge Highway
- 3 3784, 3750 & 3708 Eleven Mile Road
- 4 1716 Coolidge + 2450 Eleven Mile Road
- 5 4195-4105 Twelve Mile Road
- 6 3490 + 3442 Twelve Mile Road

Site	Complexity	Recommended Direction
1	Watch & Wait	Maintain owner relationship and present long-term mixed-use gateway vision
2	Moderate	Support adaptive reuse through façade, rehabilitation, and targeted incentive tools
3	Moderate	Explore makerspace, artisan incubator, co-working, or incremental reuse
4	Watch & Wait	Preserve existing businesses while maintaining a long-term mixed-use vision
5	High	Pursue parcel assembly, parking agreements, and mixed-use redevelopment
6	High	Explore a regional entertainment concept when ownership and pricing conditions improve

Strengthening Berkley's Small Business Economy

Berkley's independent businesses are central to its identity and competitive advantage. The City and DDA should create a clearer, more proactive business-support function.

Recommended Actions

- Designate a clear business assistance point person
- Create a simple business intake and referral process
- Conduct corridor business check-ins twice annually
- Continue to offer standing pre-application meetings
- Connect businesses to financing and technical assistance
- Host loan-readiness and business resource workshops
- Promote business openings, expansions, and reinvestments
- Support façade, public art, and placemaking projects
- Evaluate establishing a Corridor Improvement Authority, potentially in coordination with Oak Park on Eleven Mile Road
- Coordinate closely with the Chamber of Commerce and DDA

The Path Forward

Berkley has the opportunity to become a stronger version of itself:

- More proactive
- More development-ready
- More supportive of local businesses
- More strategic with public resources
- More confident in shaping redevelopment
- More intentional about preserving its authentic character

With sustained collaboration among the City, DDA, businesses, property owners, developers, and residents, Berkley can convert its existing momentum into long-term economic and community value.



Acknowledgements

This Economic Development Strategy was made possible by the time, insight, and candor of the many individuals who participated in the planning process. The City of Berkley thanks the following for their contributions:

City Council

Mayor Bridget Dean
Councilmember Steve Baker, *DDA Liaison*
Councilmember Dennis S. Hennen
Councilmember Gary Elrod
Councilmember Greg Patterson
Councilmember Clarence Black

City Staff

Crystal VanVleck, *City Manager*
Kristen Kapelanski, *Community Development Director*

Consultant Team

Jason Godfrey, *Better City CEO*
Serra Gullu, *Better City Director*

*Prepared by: Better City
June 2026*

Downtown Development Authority

Nate Mack, *Executive Director*

Board: Crystal VanVleck, Matteo Passalacqua, Desiree Dutcher, Scott Francis, Anna Grace, Shawn Heath-Lee, Christine Gross, Katie Forte, Ashley Poirier, Uli Laczkovich, Brian Zifkin, Todd Schaefer

Stakeholders

Darlene Rothman, *Greater Berkley Chamber of Commerce*
Andrew Creal, *Greater Berkley Chamber of Commerce*
Wayne Wudyka, *CRDN*
Dan Winter, *Prime Development*
Aric Klar, *Quality Roots*
Wally Manju, *Developer*
Katie Kutcher, *Realtor/KW METRO*



I. ABOUT THE PLAN

A. Plan Background

- After years of steady investment in its corridors, its community identity, and its infrastructure, the City of Berkley has built a compelling foundation:
 - A walkable downtown
 - A high-average median income for residents
 - Corridors with real momentum
 - A leadership team genuinely committed to getting more done
- The City initiated this Economic Development Strategy (EDS) in January 2026 to:
 - Document Berkley's market strengths
 - Identify the sites with the greatest redevelopment potential
 - Establish clear criteria for when and how the City engages
 - Equip decision-makers with the tools and confidence to be proactive partners to the developers and business owners who want to invest here
- Berkley is a fully built-out, 2.62-square-mile inner-ring suburb located in Oakland County, Michigan, with a population of approximately 15,313. Because the City cannot grow outward, every economic development opportunity depends on the strategic redevelopment of existing land.
 - In recent years, Berkley has experienced an uptick in both residential and nonresidential redevelopment — momentum this strategy is designed to accelerate and direct.
- The City selected Better City through a competitive RFP process to develop the strategy.

City Leadership Priorities

The City's priorities are:

- **Advance downtown residential development to strengthen commercial vitality.** Increase foot traffic by drawing more residents to downtown living through densification and vertical redevelopment of housing, bringing enhanced vitality to existing businesses and creating opportunities for new ones. The City recently updated its zoning to permit four-story buildings in commercial corridors, encouraging higher density and making housing and mixed-use projects more financially viable.
- **Leverage Redevelopment Ready Communities (RRC) certification to strengthen development readiness.** Berkley has already completed many of the foundational planning, zoning, and economic development practices encouraged through the MEDC Redevelopment Ready Communities program. This strategy and its implementation actions will help position the City to pursue certification and access additional technical assistance, redevelopment support, and site marketing resources available through the program.
- **Activate priority redevelopment sites with market-ready packages.** Assemble site data, incentive options, and development scenarios in a format that answers the questions developers ask before they engage.
- **Strengthen the City's ability to communicate the case for incentives.** Create tools for the City and elected officials to explain the case for City involvement in public private partnerships when they are justified and how private development incentives serve the broader interest.
- **Connect existing businesses to capital and growth resources.** Berkley's commercial corridors are home to businesses ready to expand. The City can actively connect business owners to state and county financing tools, incentive programs, and technical assistance to help local businesses compete and grow.

B. Data Analysis



Market and Demographic Analysis

- Review of Berkley's:
 - Demographic profile
 - Income and consumer spending characteristics
 - Residential market trends
- Data sources:
 - Census ACS
 - CoStar
 - ESRI
- The purpose
 - Understand who lives here
 - How residents and visitors spend, so that site visions and corridor strategies reflect real demand



Site Research

- Site visits
- Property record analysis:
 - Ownership
 - Building and parcel data
 - Traffic counts
 - Area consumer spending
 - Zoning
 - DDA boundary
 - Development feasibility



Retail Leakage Analysis

- A 2025 consumer expenditure analysis comparing resident spending demand against local commercial supply across major retail categories
 - Data Sources: CoStar and ESRI



Existing Plans and Regulatory Review

- City of Berkley Master Plan (2021)
- Downtown Berkley Master Plan
- Downtown Design Guidelines
- Zoning Maps
- DDA strategic documents
- TIF district history
- Multi-Community Planning Study for Eleven Mile Road

C. Community Engagement

Community engagement provided some of the most critical insight on why sites are or aren't moving, what rents are actually achievable, and what the City needs to do differently. Understanding which development types will realistically work came from people who operate in this market every day. The following individuals and groups were engaged between January and March 2026.

Interviews & Focus Groups

- Interviews with Elected Officials
 - Mayor Bridget Dean
 - Councilmember Steve Baker
- Focus Group with DDA Board Members
- Interviews with Real Estate Developers
- Interviews with Chamber of Commerce

Developer's Process:

"The first thing to do is have a vision. Once you have established a vision, you have to understand what the ordinance is and what it allows. Then establish communication and a relationship with a tenant, franchisee, or long-term developer that's going to be able to invest. Because I can draw something on paper and present it, but if it doesn't go anywhere, why waste the City's time and my time and everybody else's time?"

— *Berkley Real Estate Developer*

"Everything has to work together — timeline with the city, tax incentives with the city. At the end of the day, if I can earn 10 to 12% on my investment, I'm happy. But in order to make that, the city has to work with a developer."

— *Berkley Real Estate Developer*

II. CITY / DOWNTOWN VISION AND POSITIONING

A. Brand

Berkley's brand is built on authentic, unpretentious community character — family-friendly, walkable, low-key, casual and genuinely eclectic. The following attributes define how Berkley competes in the greater Detroit region:

Core Brand Attributes

- Unpretentious and approachable
- Family-friendly with generational loyalty and strong schools
- Walkable neighborhood design
- Eclectic mix of independent businesses
- Authentic small-town feel within 20 minutes of downtown Detroit

Downtown Brand Statement / Tagline

"Retro feel, metro appeal"

Values (Master Plan):

- Caring
- Innovative
- Welcoming
- Active



City Brand Statement / Tagline

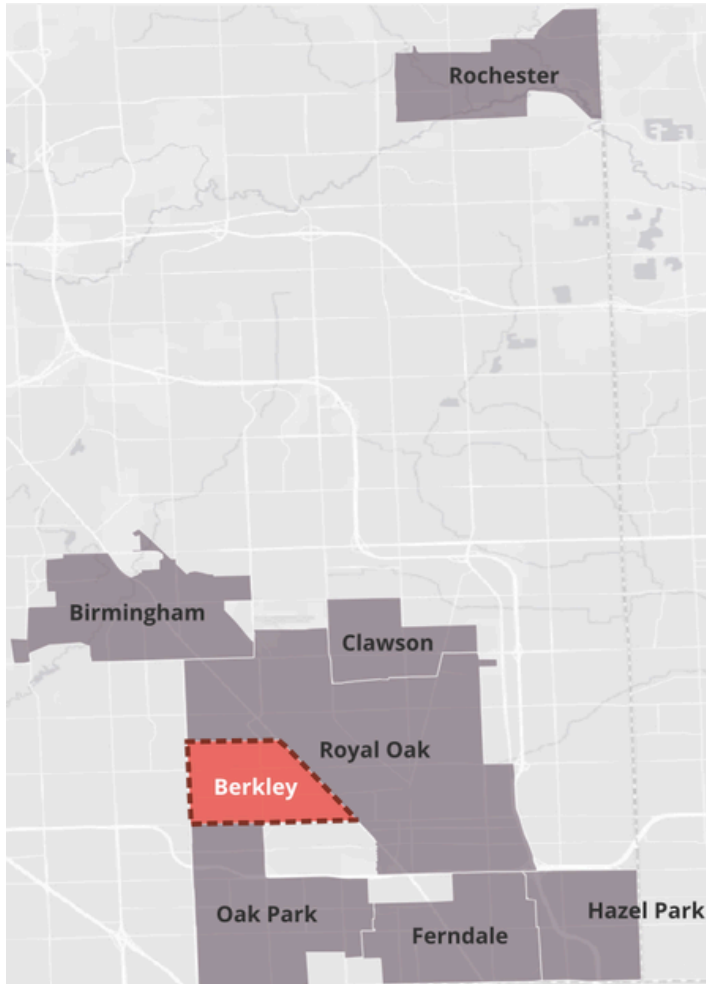
"We Care"



B. Regional Positioning

Berkley competes in a dense inner-ring suburb market where most competitors are within 10 minutes. The goal is intentional differentiation.

Competitive Landscape



Community	Character	Berkley Differentiation
Royal Oak	Young professional; bar/restaurant heavy; upscale redevelopment	More retail-balanced; family-oriented; offers a broader mix of everyday shopping and dining
Ferndale	Edgier, arts-forward; Vester Flats = proven mixed-use model	More family-friendly; "artsy not edgy"; broader demographic appeal
Birmingham	Very upscale, high-end retail	Accessible and authentic; attracts shoppers seeking a high-quality experience at a more approachable price point
Rochester	Upscale but approachable; strong suburban family market	Similar appeal with closer access to Detroit and major regional employment centers
Clawson	Walkable, close-knit community; similar housing stock	Stronger downtown identity and DDA infrastructure
Hazel Park	Emerging food scene (James Beard chef); blue-collar roots	Different demographic profile and market positioning
Oak Park	Revitalized commercial corridors without a traditional downtown district	Berkley benefits from a traditional downtown that serves as a community gathering place and economic focal point

Regional Positioning Map



A photograph of an outdoor patio area with several tables and chairs. String lights are hanging above the patio, and there are trees and a blue sky in the background.

III. OPPORTUNITY ASSESSMENT

A. Market Fundamentals

A community of approximately 15,300 people with a median household income of \$116,239 — well above both Oakland County and national averages — represents concentrated purchasing power in a walkable, accessible footprint.



Prime Age Cohort

- 36% of residents are aged 25–44 — the prime household formation and spending years.
- This cohort has the highest consumption for food and beverage, fitness, apparel, and housing.
- It is the target demographic for mixed-use development.



Remote Work Prevalence

- 22.6% of workers work remotely - one in five workers is home during the day and can shop and eat locally.

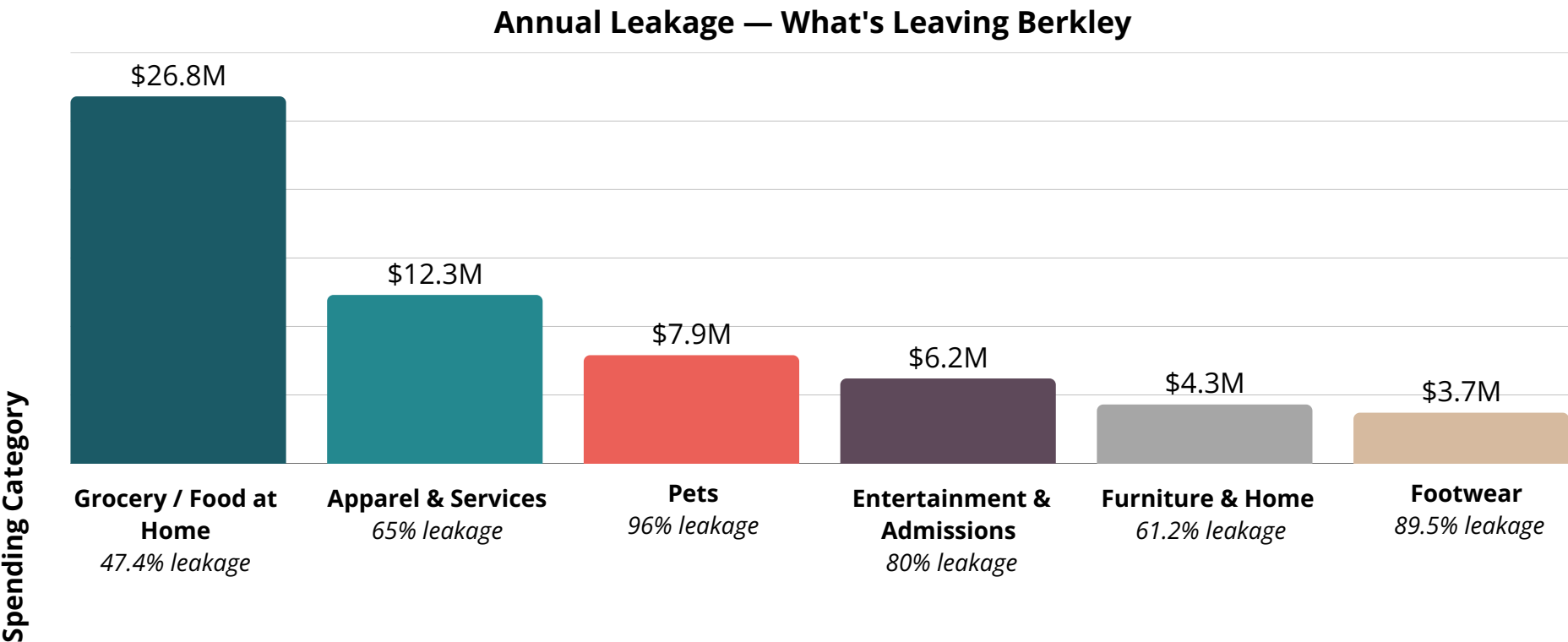


Rising Home Values

- The median home sales price (\$300K) is up 2.3% year-over-year.
- Rising home prices signal continued residential demand and growing household net worth — a consumer confidence indicator that supports spending on local retail, dining, and services.

Estimated Retail Leakage

A 2025 retail leakage analysis comparing resident spending demand to local commercial supply quantifies the scale of unmet opportunity. Berkley residents generate more than \$60 million in annual spending that currently leaves the community.



A realistic capture scenario — not full leakage recovery, but plausible market share gain through targeted new commercial development — puts the achievable annual revenue increase at \$25–35 million. That figure supports multiple new commercial tenants across Berkley's retail corridors and justifies the mixed-use residential-above-commercial model that current market economics require.

Physical Market Conditions

Indicator	What It Means for Development
	Walk Score: 77 • Strong walkability supports active ground-floor commercial and reduces car-dependent tenant requirements • Daily errands are achievable on foot for most residents
	Twelve Mile ADT: ~16,500–19,200 (2025, varies by segment) • Retail-viable traffic volumes along primary commercial corridor • Sufficient for neighborhood-scale anchors
	Coolidge ADT: ~12,400–25,600 (2025, varies by segment) • Traffic volumes vary substantially along the corridor — from ~12,400 near Rosemont to ~25,600 near the City limits. • Commercial viability differs meaningfully by location and should inform site-by-site underwriting
	Zoning: Up to 4 stories • Recent ordinance update enables the residential-over-commercial model that current construction economics require to support ground-floor rents
	Parcel depth • Select corridor parcels have sufficient depth for structured parking, enabling higher-density mixed-use without sacrificing ground-floor area • Shallower parcels — particularly on the east side of Coolidge Highway and the west side of Twelve Mile Road — constrain development configurations and may require assembly or alternative parking strategies

B. Proactive, Pro-Growth Municipal Leadership

Experienced developers know that a community's attitude toward development matters as much as its demographics. Permitting delays, unpredictable approval processes, and staff who treat development as a problem to manage — rather than an opportunity to facilitate — kill deals the market would otherwise fund. Berkley's current leadership posture is meaningfully different.



Development-Centered Approach

- Educate developers on the correct lines of communication.
- City leadership understands that its role is facilitation — not micromanagement of use mix or tenant selection.
- Direct access to the City administration removes a common source of project delay which often comes from developers seeking information or assistance from the wrong sources.
- Pre-application meetings identify obstacles before they become costly surprises.



Demonstrated Willingness to Act

- The Coolidge Highway diet is a concrete example of the City's willingness to reshape public infrastructure in service of economic development goals — and accept political risk to do it.
- The subsequent corridor revitalization validates the decision.
- The recent zoning update permitting four-story buildings reflects deliberate policy judgment that residential density is the precondition for commercial viability.

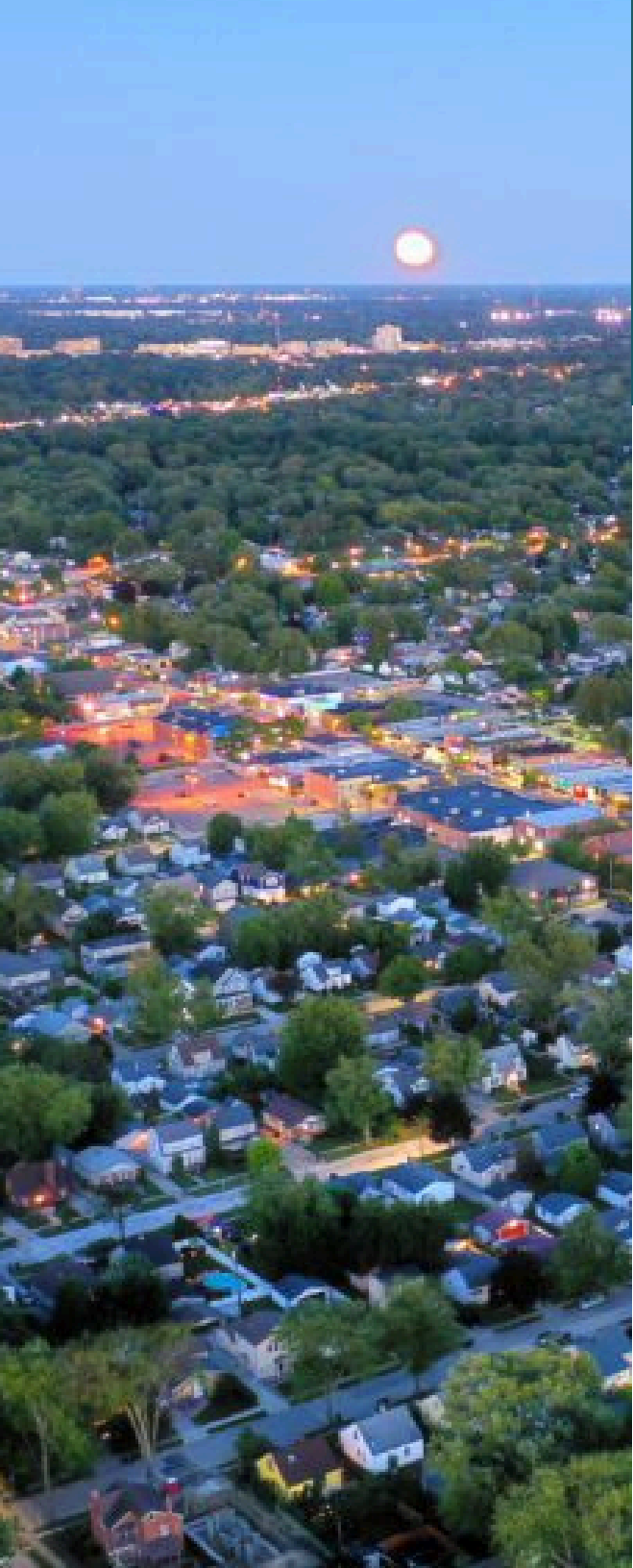
C. Redevelopment and Real Estate Finance Tools

Inner-ring suburban redevelopment frequently encounters a financing gap: land and demolition costs, combined with the need to support ground-floor commercial rents below market rate, make projects that are viable on paper difficult to finance in practice. Below are the tools that are available in Berkley.

Tool	What It Provides
DDA / TIF District	- Berkley's DDA, covering the Twelve Mile and Coolidge corridors, receives approximately \$530,000 annually in combined TIF capture and DDA millage revenue. - Funds are fully committed to infrastructure, streetscape, property acquisition, events, and marketing that benefit the downtown area.
PILOT Ordinance	- Adopted spring 2025, enabling Payment In Lieu of Taxes agreements for eligible development projects. - City Council serves as decision-making authority. - Reduces and stabilizes property-tax costs for qualifying workforce-housing projects and may be combined with other state and local financing tools. - Critical for making mixed-use and residential development financially viable under current construction economics.
Michigan Community Revitalization Program (MCRP)	- State gap financing available as performance-based grants (up to \$1.5M per project) or loans (up to \$10M per project), capped at 25% of eligible investment and determined by needs analysis. - Eligible for contaminated, blighted, functionally obsolete, or historic resource properties located in traditional downtowns and high-impact corridors. - Berkley's underutilized corridor properties may align with MCRP priorities, subject to property eligibility, demonstrated financial need and MEDC underwriting.

Tool	What It Provides
Brownfield TIF	• Available for properties designated as environmentally contaminated, blighted, or functionally obsolete, and recently adapted for qualifying housing development activities. • Captures future tax increment to reimburse eligible development costs, including demolition, remediation, and infrastructure. • Brownfield and DDA tax capture must be coordinated. Taxes already captured by the DDA remain with the DDA unless it formally agrees to forgo or transfer the capture in support of the brownfield plan. • Administered through the County authority with state involvement.
Build MI Community Grant	• MEDC initiative focused on small-scale, incremental redevelopment projects and emerging developers. • Provides real estate development gap financing and technical assistance. • Best suited for smaller corridor infill, building reuse, and local developer-led projects that are too small for larger incentive packages but still face a financing gap. • Subject to state funding availability and confirmation with Berkley's MEDC Community Development Manager.
Federal Historic Tax Credits	• Provides a 20% federal credit for qualified rehabilitation expenditures on income-producing certified historic structures that are individually listed or certified as contributing to a registered historic district. • Applicable to eligible properties in Berkley but requires formal historic designation. • A future historic district nomination covering contributing corridor structures could open this tool to multiple priority sites.
DDA Façade Improvement Grants	• Matching grants of up to \$10,000 have been available for eligible façade and parking-lot improvements within the DDA district, subject to current program funding and approval requirements. • A first-contact tool for building owner relationships and demonstrating DDA value.

Tool	What It Provides
Michigan State Historic Tax Credit	• Michigan offers a state historic preservation tax credit process administered through the State Historic Preservation Office. • The program can support place-based rehabilitation of historic resources and may be layered with the federal historic tax credit where eligibility allows. • Berkley should evaluate whether a future historic district nomination or individual building eligibility could open this tool for priority corridor buildings.
Revitalization and Placemaking Program (RAP)	• Provides gap financing for place-based infrastructure, real estate rehabilitation, public space improvements, and redevelopment of vacant, underutilized, blighted, or historic buildings. • Best suited for projects that combine redevelopment with public space, streetscape, façade, activation, or placemaking outcomes. • Engage MEDC regarding rolling RAP real-estate funding and monitor future competitive rounds for public-space, infrastructure and façade projects.
Neighborhood Enterprise Zone (NEZ) / Workforce Housing NEZ	• Can reduce property tax burden for qualifying residential development or rehabilitation in designated districts. • Recent Michigan changes expanded NEZ applicability and created workforce housing options tied to households up to 120% of AMI. • Best suited for housing projects where income-qualified workforce occupancy, annual reporting and reduced property-tax costs support the public benefit.



IV. CITY INVESTMENT CRITERIA

A. The Decision Tree for City Engagement

Berkley is nearly completely built out. With little vacant land remaining, virtually all economic development opportunities lie in the redevelopment of existing properties. There are buildings and lots that are underutilized, aging, or poorly suited to 21st-century commercial needs. Other lots need to be assembled to reach their highest and best use.

The City of Berkley and its DDA have limited staff capacity, finite financial tools, and must spend its political capital carefully. Expending efforts and resources on sites where progress is unlikely, community interest is light, or City involvement adds no value beyond what the market would produce on its own, is inefficient and diverts attention out to the sites that genuinely need and warrant public engagement.

The following establishes a consistent framework for evaluating when City or DDA involvement in a specific site is appropriate and justified. This is a decision-making standard — a set of questions that help distinguish between sites where the City can make a meaningful difference and those where the market, left to work, is the better path.

STEP 1 — GATE CONDITION

Market Failure OR Community Interest



① Market Failure

Market forces will not produce the highest and best use on their own. The site has one or more conditions preventing private investment without public facilitation.

- Blight or significant physical deterioration
- Brownfield or environmental conditions
- Fractured or unmotivated ownership
- Parcel too small or too constrained for viable development alone
- Housing finance gap



② Community Interest

There is a meaningful public stake in the site's outcome — beyond what any private transaction would produce on its own.

- Community need: specialty retail, entertainment, housing diversity
- Raises property values and strengthens the tax base
- Synergies with adjacent public investments (roads, parks, streetscape)
- Corridor activation or catalytic redevelopment potential

OR

IF EITHER ① AND ② ARE PRESENT ▼ PROCEED TO STEP 2.

If both are absent ▼ Do not engage. Revisit if conditions change.

STEP 2 — FEASIBILITY GATE

③ Feasibility: Can the City Make a Difference?



Does the City have applicable tools?

- DDA available capacity
- MCRP, Brownfield TIF, PILOT, Commercial Rehabilitation Act, façade grant, or other applicable incentive tools
- Corridor improvement, placemaking, or public realm funding that could support the project
- Staff capacity to manage owner outreach, developer coordination, and incentive review



Can development economics be made to work?

- Property owner is willing to cooperate
- Project can meet applicable timeline
- Comparable projects have succeeded in peer communities
- A developer could be recruited or is already interested
- Public tools can reasonably close the financing gap without over-subsidizing the project

Decision Outcomes

- **If ① Market Failure and ② Community Interest are both absent**, the City should not engage. Monitor the site, let the market work, and revisit if conditions change.
- **If either ① or ② is present, but ③ Feasibility Gate is uncertain**, explore further before committing resources. Conduct a preliminary project feasibility assessment, review the applicant's pro forma or prepare an independent high-level development model, test key cost and revenue assumptions, quantify the financing gap, and determine whether available tools can reasonably bridge it.
- **If ① or ② is present and ③ Feasibility Gate is confirmed**, engage actively. Commit appropriate staff time and City or DDA resources, begin owner outreach, prepare a site profile, and move toward a development-ready package. See the Priority Development Sites section.

B. City vs Developer Roles

Situation	City Roles	DDA Role*	Developer / Market Role
Willing owner, viable parcel, market-ready use	• Expedite permitting process • Provide design guidance • Connect project team to applicable City, County, and State resources and incentive programs	• Connect to incentive programs • Issue façade grants where applicable	• Conduct feasibility • Determine use mix • Manage financing and construction
Willing owner, but parcel too small for desired development	• Facilitate assembly discussions with adjacent parcels • Clarify zoning, parking, access, and site plan constraints • Identify whether public improvements could improve project feasibility	• Support shared parking, access, streetscape, or public realm solutions where consistent with the DDA plan • Help coordinate with nearby businesses and property owners	• Assess revised site for development viability • Determine whether assemblage, shared parking, or modified site design makes the project feasible • Proceed if economics work
Underutilized property, owner not actively seeking development	• Initiate owner outreach • Share development examples • Make the case for reinvestment • Identify applicable tools such as Brownfield TIF, OPRA, façade support, or MEDC programs	• Co-lead outreach on downtown corridor sites where the DDA has an established relationship • Maintain regular communication with business and property owners • Share available resources and improvement programs	• Evaluate if and when opportunity aligns with development pipeline • Respond when ownership, timing, and site conditions become viable

*Only applies to properties within the DDA boundary.

Situation	City Roles	DDA Role*	Developer / Market Role
Blighted or high-priority catalyst site with recalcitrant owner	• Use code enforcement, property maintenance tools, and direct owner engagement to address visible deterioration • Evaluate whether Brownfield TIF, OPRA, MCRP, or other redevelopment tools could support reuse or rehabilitation • Consider acquisition only where there is a clear public purpose, legal authority, funding source, and Council direction	• Support district-wide improvements that improve site feasibility, such as streetscape, parking, pedestrian access, wayfinding, or public realm upgrades • Consider acquisition only where there is a clear public purpose, legal authority, funding source/available resources and alignment with the DDA's Strategic Plan	• Respond to site once City has created controlled, development-ready conditions • Determine whether acquisition, rehabilitation, or redevelopment is financially viable
Active business, long-term lease, stable occupancy	• Monitor conditions • Maintain regular contact with the business owner and property owner to understand expansion plans, lease concerns, building needs, and potential relocation risks • Note for future planning cycle • Maintain periodic contact with owner/operator to understand future plans	• Maintain regular contact with the business and property owner • Keep business connected to available resources, including façade grants, Match on Main, Oakland County resources, and technical assistance	• Market determines if and when intensification makes economic sense • Business or property owner identifies future expansion, relocation, or reinvestment needs

*Only applies to properties within the DDA boundary.



V. DEVELOPMENT ECOSYSTEM

In an urban environment like the Detroit metro area, there is stiff competition for the interest and investment of developers and retailers. To attract the best, being a developer-friendly community has to be an intentional commitment. The City has to overcome a legacy reputation in the development community for being hard to work with to get incentives. Following are actions the City can take to create policies and practices that will make it more appealing as a target for development.

Parameters for Evaluating Incentives

Determine decision-making framework for when and how the City/DDA deploys incentives, including:

- Threshold criteria: when does a project qualify for incentive consideration?
- Gap financing principles: how much public subsidy is appropriate relative to project scale?
- Community benefit expectations tied to incentive use (use mix, design standards, local hiring, etc.)
- Process: how does a developer or property owner initiate an incentive conversation with the City/DDA?

Education & Training

- Discuss with City Council the rationale for providing development incentives
- Educate on the benefits of policies that support development
- Train City Council on incentive criteria and parameters
- Train DDA on TIF and PILOTs
- Formalize incentive criteria
- Develop a formal application process

Incentive Catalog

Create a resource of available state and local financial tools applicable to Berkley development projects, including:

- Tax Increment Financing (TIF) / DDA TIF District
- Michigan Community Revitalization Program (MCRP)
- Brownfield Redevelopment / Act 381 Work Plans
- DDA Façade Improvement Grants
- Michigan Strategic Fund / MEDC Programs

Developer Outreach

The reality is that the current City leadership team is very progressive and wants to see growth. The development community needs to meet the Berkely Team – feel the energy and understand the commitment to positive development. The City can change the narrative by sponsoring a Meet and Greet with developers:

- Introduce the Berkley Team
 - Mayor
 - City Manager
 - Community Development Director
 - DDA Director

- Vision for the City
 - Mixed use
 - Residential
 - Experiential retail
- Talk about the City's Programs for and Commitment to execute on:
 - Development Incentives
 - Entitlement timelines – including providing expedited approval processing for priority projects.

Community Outreach

Public support for economic development is strengthened through proactive and consistent communication. A proactive PR campaign can help Berkley residents better understand new development opportunities, redevelopment initiatives, incentive tools, and long-term community goals. By clearly communicating the purpose, benefits, and community vision behind major projects and Council actions, the City can build trust, increase transparency, and foster stronger community alignment around Berkley's future.

- Develop a proactive public communication campaign tied to major redevelopment initiatives and City Council actions tied to "Education & Training" section
- Prepare press releases, website updates, and social media content for significant development-related decisions and milestones
- Prepare a talking points document with plain-language explanation of development incentives Council members can use with constituents
- Public Open House upon plan adoption:
 - Explain priority sites, incentive tools, DDA programs
 - City and DDA leadership present and available
- Share the adopted plan digitally through QR codes and City communication channels to increase accessibility and awareness



VI. PRIORITY DEVELOPMENT SITES

Complexity Level	Description
Watch & Wait	• Owner is not currently motivated to sell or develop. • City provides site vision to the owner including potential incentives, and/or public/private partnerships.
Low Complexity	• Motivated owner • Limited barriers to action • Clear path forward
Moderate Complexity	• Requires some public/private partnership: ◦ Incentives ◦ Public investment • Partnership with other agencies / organizations
High Complexity	• Has one or more of the following: ◦ Multiple owners ◦ Significant financing gaps ◦ Public infrastructure investment needed



The Economic Development Strategy identifies six priority sites across Berkley's three commercial corridors. Each site was selected based on redevelopment feasibility, community interest, and the City's ability to add value through facilitation, incentives, or partnership. Detailed profiles for each site follow.

SITE 1

2555 W. TWELVE MILE ROAD



WATCH & WAIT

SITE 1

2555 W. Twelve Mile Road

WATCH & WAIT

OWNER

Private (Kevin O'Mara), B P RealEstate Inc

CURRENT USE

O'Mara's Restaurant

SITE ACREAGE

39,204 sq ft / 0.9 ac

BUILDING SIZE (GLA)

6,079 SF (built 1977)

ZONING DISTRICT

Downtown - 40 ft height limit

DDA / TIF ELIGIBLE

Yes — within Berkley DDA boundary

TRAFFIC COUNT

16,500 ADT (2024) — strong retail exposure on primary corridor

CONSUMER SPENDING (1-MI)

\$251 million annually — dense consumer spending base within 1 mile of site



Additional Site Context

- One of the City's prime locations:
 - Northeast 'Gateway' to Downtown
 - Should be a marquee location
- Property owner open to conversations about redevelopment but wants to continue to operate the restaurant





AI-generated rendering of Site Vision

Site Vision

- Zero lot line / shop front development along Twelve Mile and extending along Coolidge
- 14,000 square foot 1st floor
 - 6,000sf – O'Mara's
 - 8,000sf – other retail space
- 2.5 stories of residential
 - Mix of 2BR, 1BR & Studios = 20 units per floor
 - Rear apartments only on 4th floor - presenting a lower street profile
- Parking: 74 spaces
 - In the rear – 64
 - Coolidge Pharmacy excess ~10
 - Market Requirements:
 - Restaurant / Commercial ~30 spaces
 - Housing = 70 spaces

Financial Projections

- Construction Costs
 - Site Acquisition, Demolition & Site Work (including onsite detention): \$2.26M
 - Other Hard Costs: \$10.78M
 - Soft Costs / Contingencies / Fees: \$3.47M
 - **Total: \$16.51M**
- Capital Stack:
 - DDA TIF: \$2.26M (Site acquisition, demo, & site work)
 - Equity: \$4.02M
 - MEDC Grant: \$1.0M
 - Debt (50% LTV, 6.5%): \$8.25M
 - C-PACE**: \$0.97M
- Annual Tax Impact:
 - Property Tax: \$366K (\$343K incremental)
- Annual Cash Flow: \$60.6K

**C-PACE = Commercial Property Assessed Clean Energy

Project Details

- The project has below-market cash flow - \$60.6K/year
 - Under current market conditions, the project isn't financially feasible, but the owner can be shown the preform and monitor market conditions or adjust the model.

Project Flow

- DDA bonds against future property tax receipts to purchase the property at fair market value (~\$750K), and demolish existing structure, and do site work:
 - Utilities
 - On-site stormwater detention
 - Parking
- DDA conveys the property back to the current owner and development partner at \$0 with a development agreement to build according to plan
- Project secures a MEDC grant

Next Steps

Owner Outreach

Present the site vision to the property owner. Discuss the potential for a public/private partnership and the financial model including TIF.

Developer Introduction

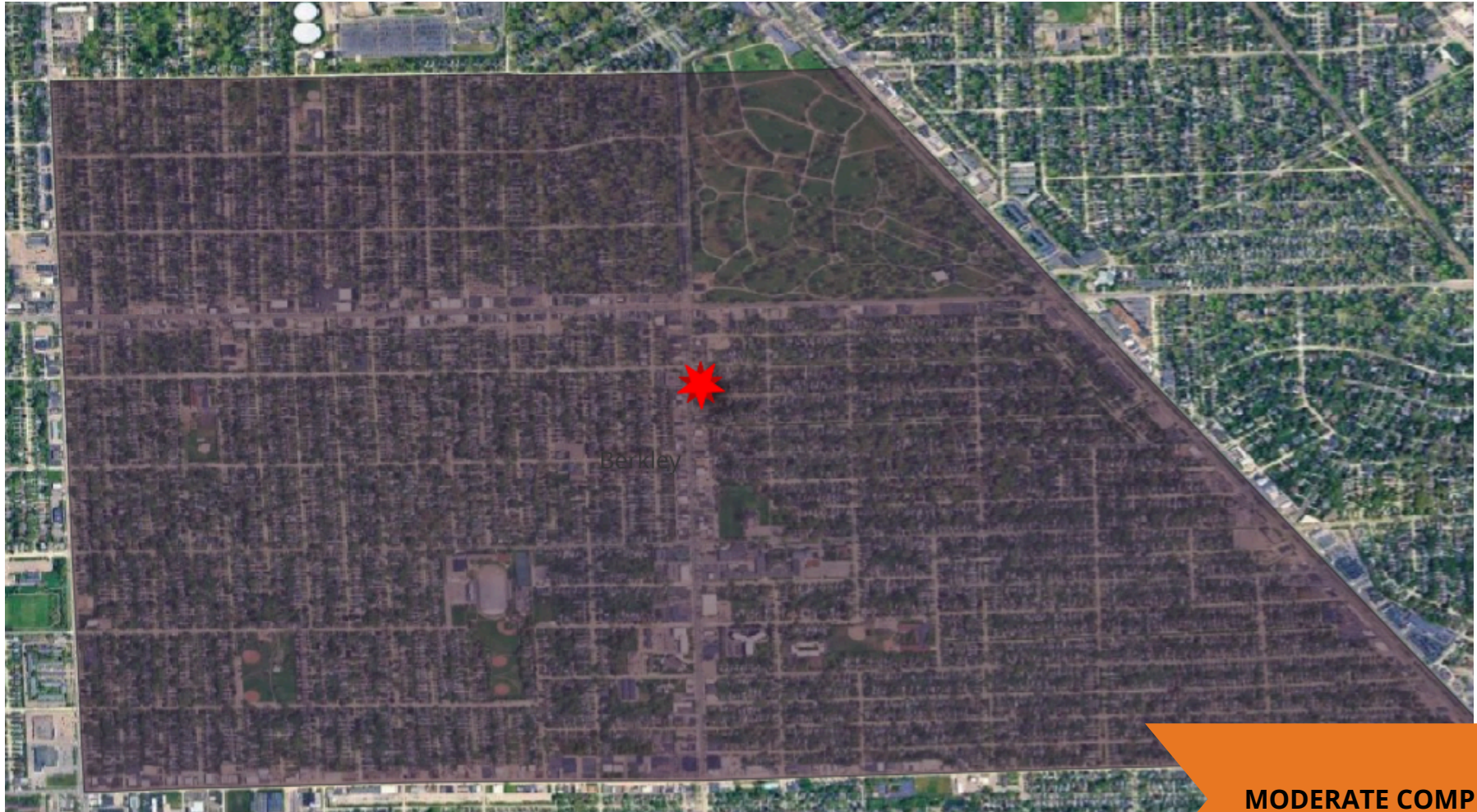
Because developing the property will require a significant equity investment, it may be necessary for the City to make introductions of several local developers to discuss a partnership where the developer could bring equity and development expertise.

Incentive Package

If the owner shows interest, work with the DDA to outline the parameters of TIF financing and get preliminary approval. Also look at other sources of potential funding including C-PACE, facade programs, and any MEDC tools that could improve project feasibility.

SITE 2

3142 COOLIDGE HIGHWAY



MODERATE COMPLEXITY

SITE 2

3142 Coolidge Highway

MODERATE COMPLEXITY

OWNER

Private (individual owner), Coolidge Collection, LLC

CURRENT USE

Vacant — building is unoccupied; no businesses to relocate, no demolition required

SITE ACREAGE

~12,196.2 sq ft / 0.28 ac

BUILDING SIZE (GLA)

5,408 sq ft (built 1949)

ZONING DISTRICT

Downtown

DDA / TIF ELIGIBLE

Yes — within Berkley DDA boundary

TRAFFIC COUNT

17,000+ ADT (2025) strong drive-by visibility

CONSUMER SPENDING (1-MI)

\$29.8M annually on food away from home;
\$69.4M food and alcohol combined

Additional Site Context

The popular Beverly restaurant opened in January two doors north of the site, reinforcing the momentum of the corridor.

The property is across the street from the Berkley Public Library which satisfies any City parking requirements and provides customers easy access to the location.

While the building is considered to be structurally sound, it would require extensive interior renovations for any non-industrial use.



ASKING PRICE

\$725,000 (\$134/sf)

Parking Constraints

The physical constraints of the site present a structural challenge because of the limited parking. Depending on the configuration, the site could accommodate between 8 and 12 parking spaces which may limit it for some retail or restaurant uses.

While there is ample public parking across the street at the library, some local developers indicate that the lack of onsite parking could be an impediment to its being a viable retail location.





AI-generated rendering of Site Vision

Site Vision

The site is small and onsite parking is somewhat limited. It isn't a strong candidate for extensive redevelopment.

Rehabilitating the current building is the most viable path forward. Potential uses could include:

- Office space
- Art or fitness studio (defined broadly – yoga, Pilates, fitness, martial arts, dance, etc)
- Restaurant

The cost of converting the internal space and exterior from its former industrial use may impede some of the intended uses. An incentive package for uses that are most advantageous for and synergistic with the surrounding commercial district should be prepared.

Next Steps

DDA TIF and Façade Grant

Should DDA create a proactive TIF incentive package for uses that meet the DDA's criteria.

Incentives could cover up to half of building improvements for a business that:

- Makes long-term tenancy commitments and accepts claw back provisions.
- Operates a business that will enhance the area's vitality by attracting foot traffic or has a public benefit.

Owner / Broker Outreach

DDA consults with the property owners & broker to discuss the potential for incentives and to understand their perspectives on what incentives would be of most benefit. DDA communicates that the incentive offer is contingent on the sales price not increasing beyond current listing price.

SITE 3

3708 - 3750 ELEVEN MILE ROAD
3728 ELEVEN MILE ROAD



MODERATE COMPLEXITY

SITE 3

3708 - 3750 Eleven Mile Road
3728 Eleven Mile Road

MODERATE COMPLEXITY

OWNER

TF Capital LLC

CURRENT USE

Underutilized / vacant

SITE ACREAGE

~33,976 sq ft / 0.78 ac

BUILDING SIZE (GLA)

12,640 sq ft / 0.6 ac (land area)

ZONING DISTRICT

Flex

DDA / TIF ELIGIBLE

Not in DDA district

TRAFFIC COUNT

14,450 avg daily trips on Eleven Mile Rd at
Ellwood Ave (2025 count, CoStar/MPSI)

CONSUMER SPENDING (1-MI)

~ \$240 million annually

ASKING PRICE

\$975,000 (\$77.14/SF)



Additional Site Context

The property is actively marketed on major CRE platforms, and the owner has indicated willingness to sell or lease.

The main building (3708–3750) offers 12,640 SF with 20-foot clear ceiling heights, two overhead doors, 240v/800a electrical service, a heated warehouse, and street-facing retail glass on Eleven Mile Road.

A second building at 3728 Eleven Mile Road adds approximately 5,760 SF on a 1.0 AC lot with two drive-in bays and divisible configurations of 2,500 and 3,260 SF.

Maps & Imagery



Site Vision

AI-generated rendering of Site Vision

Option 1:

No property consolidation. Utilize current buildings – tear down north annex to create more parking.

Potential uses:

- Artisan makerspace / market
- Co-working space



Lowest risk option. Would require public investment to run the incubator program and make necessary upgrades to the building.

The Artisan Incubator / Makerspace Model

Ground-floor artisan production and retail stalls: flexible spaces of 200–600 SF leased to independent makers, craftspeople, food producers, and creative businesses at below-market rents subsidized by public programming.

Shared back-of-house infrastructure: commercial kitchen, loading area, freight access, and storage — the resources small producers cannot afford individually but need to scale.

An Artisan incubator could be implemented through a regional partnership model. **Oakland Thrive**¹ is a strong county-level operating partner because it already provides free support to Oakland County entrepreneurs and small businesses, including one-on-one consulting, training, workshops, business development, market research, eCommerce support, legal/accounting referrals, and connections to local service providers.

1. <https://oaklandthrive.org/>

For Berkley, this partnership could translate into a practical **“maker-to-merchant” incubator model**: local artisans and home-based businesses receive technical assistance, test products in a shared retail or market environment, participate in DDA events, and gradually transition into permanent storefronts or expanded commercial activity. This approach fits Berkley’s scale, supports local entrepreneurship, and strengthens Eleven Mile Road as a more active small business corridor.

Funding support may be available through the **MEDC Small Business Support Hubs²** program, which supports nonprofit entrepreneurial hubs and community incubators that help small businesses start, grow, and access resources.

Explore a Corridor Improvement Authority for Eleven Mile Road

The City of Berkley could evaluate the creation of a Corridor Improvement Authority for the Eleven Mile Road corridor, particularly because this area falls outside the DDA boundary and lacks a dedicated tax increment financing tool. Michigan law allows cities, villages, and townships to establish CIAs for eligible commercial corridors, and the tool can support streetscape improvements, parking, pedestrian infrastructure, façade improvements, redevelopment support, and other corridor enhancement activities.

Because Eleven Mile Road forms a shared edge with Oak Park, Berkley could coordinate directly with Oak Park before proceeding. Oak Park already operates a Corridor Improvement Authority focused on Nine Mile Road and Coolidge Highway, including the Coolidge/Eleven Mile area. A coordinated approach could help both communities align streetscape standards, pedestrian improvements, business support, and redevelopment priorities along the shared corridor.

2. <https://www.michiganbusiness.org/services/small-business-support-hub/>

Option 2:

Consolidate lots and redevelop entire parcel.

- Mixed use development

Local developers had mixed assessments of the viability of this location as a mixed use development.



Some developers are bullish on the long-term prospects for Eleven Mile Road and think that it has a strong retail future and that this property could be a key piece of a renaissance along the north side of Eleven Mile Road – similar to what has happened on the south side. Others are more skeptical about the future of the property itself and question whether the costs of assembling the properties, and demolition, and construction could be recouped.

Option 1 – property upgrade, seems like the appropriate incremental step.

Next Steps

Explore Brownfield Grant Eligibility

Utilizing brownfield grant resources is likely the most realistic funding source to remove the back buildings and do site work to prepare the site for commercial use.

Makerspace Feasibility

Research comparable makerspace operators with Southeast Michigan expansion interest.

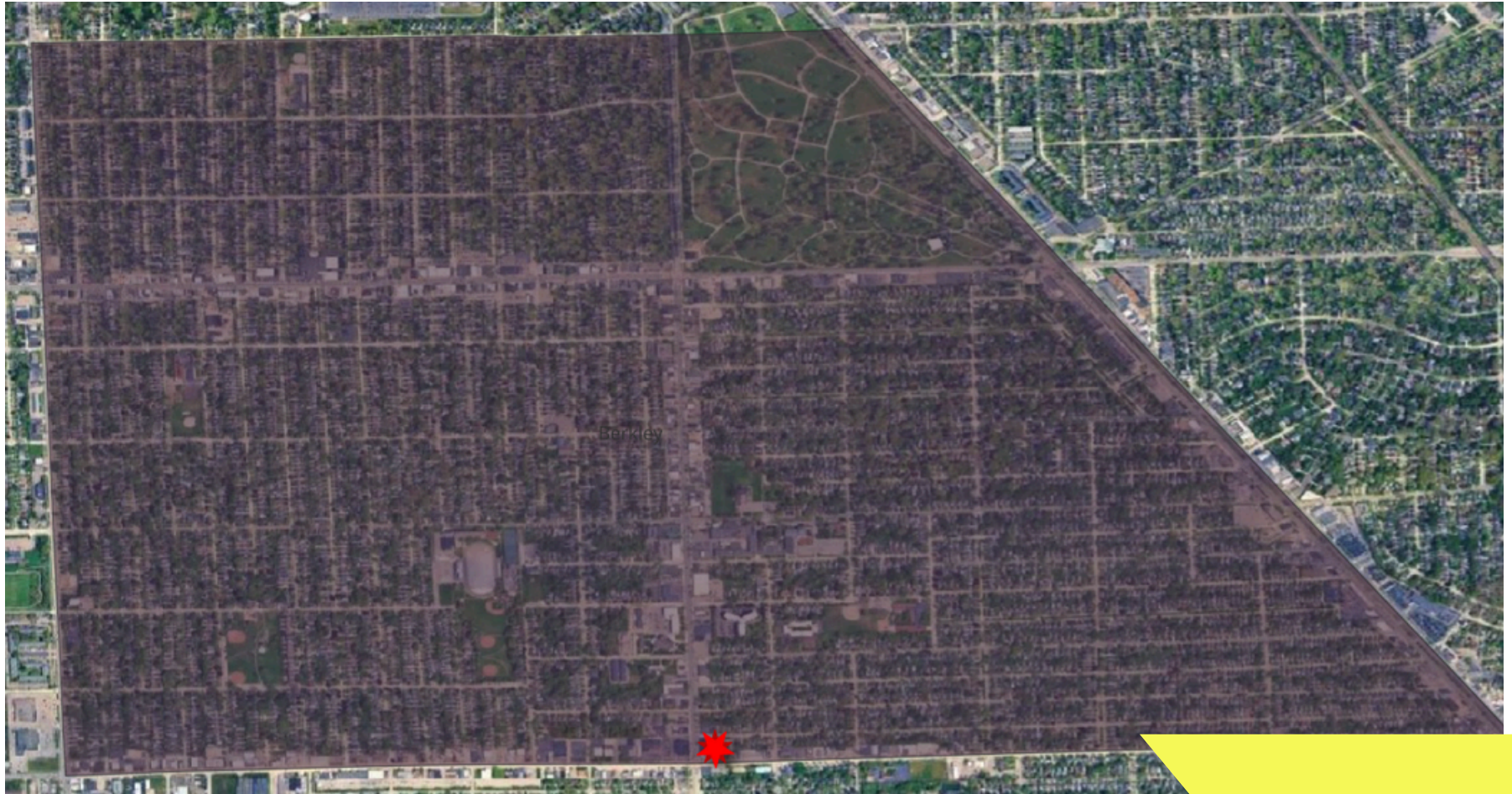
Explore grants for building rehabilitation.

Engage Owner

Present plans to building owner and ascertain their interest in either selling or pursuing the makerspace / incubator model.

SITE 4

1716 COOLIDGE HIGHWAY, 2450 ELEVEN MILE ROAD



WATCH & WAIT

SITE 4

WATCH & WAIT

1716 Coolidge Highway

OWNER

1716 Coolidge LLC

CURRENT USE

Hunt Sign
Home & Door Products

SITE ACREAGE

70,567 sq ft / 1.62 ac

BUILDING SIZE (GLA)

27,198 sq ft

ZONING DISTRICT

Flex

DDA / TIF ELIGIBLE

Yes — within Berkley DDA
boundary

TRAFFIC COUNT

21,019 avg daily trips —
Coolidge Hwy (2025
CoStar/MPSI)

CONSUMER SPENDING (1-MI)

\$291.8M total specified
(2024 CoStar)

2450 Eleven Mile Road

OWNER

Edith Durst

CURRENT USE

Hurst Ace & Hardware

SITE ACREAGE

33,105 sq ft/ 0.76 ac

BUILDING SIZE (GLA)

11,275 sq ft

ZONING DISTRICT

Gateway Corridor

DDA / TIF ELIGIBLE

Not in DDA district

TRAFFIC COUNT

8,959–10,109 avg daily trips —
Eleven Mile Rd at Berkley Ave
(2024–25 CoStar/MPSI)

CONSUMER SPENDING (1-MI)

\$291.8M total specified (2024
CoStar)



1716 Coolidge Highway

2450 Eleven Mile Road



2450 Eleven Mile Road

Additional Site Context

- The combined buildings have nearly 35,000 square feet of retail space. The 1716 Coolidge Highway building totals 27,198 SF of rentable building area on its two floors (CoStar, 2026) — one of the largest single commercial structures in Berkley's corridor system.
- The owners of Durst Lumber & Ace Hardware are open to selling their property and winding up operations.
- The owners of Home & Door products want to continue operations.

Site Vision

As the southern entrance to Berkley's Coolidge retail corridor, the northeast corner of Coolidge Highway and Eleven Mile Road has the potential to be a marquee property that will set the design standards for the area. The highest and best use of the property would be as a mixed-use development:

- 20,300 SF of retail in a “L-shaped” configuration along Coolidge Highway and Eleven Mile Road
 - Retain current tenants (Home & Door Products, Hunt Signs) but economize and make more efficient use of their space with a 33% reduction in total square footage
 - Tenants pay market rates of \$20/sf
- 113 units of market rate apartments
 - 27 X studios
 - 51 X 1 bedroom
 - 35 X 2 bedroom



AI-generated rendering of Site Vision

Details:

- Current property owners would sell their properties to the DDA at their appraised values.
- The DDA would demolition the current structures and do all site improvements including infrastructure.
 - Funding would come from bonding against future TIF revenues
- The DDA would provide the property at no cost to a developer, either:
 - Partnership including current property owners
 - A developer chosen through a competitive RFQ process
- The developer or partnership would complete the project in accordance with a development agreement signed with the DDA.

Mixed Use Development:

- **Eleven Mile Road (current lumber yard): 2 story apartments**
 - 27 X Studios
 - 500 SF
 - \$1,400/mo rent
 - 27 X 1BR
 - 750 SF
 - \$1,900/mo rent
 - 15 X 2BR
 - 1050 SF
 - \$2,300/mo rent
- **Corner of Eleven Mile Road and Coolidge Highway – 20,300 square feet of retail with 2 stories of housing above**
 - Ground floor - 20,300 SF of retail to be allocated among Hunt Signs and Home & Door Products
 - 2nd & 3rd Floors:
 - Housing
 - 24 X 1BR
 - 630 SF
 - \$1900/mo rent
 - 20 X 2BR
 - 990 SF
 - \$2,300/mo rent

Pro forma:

Total Construction Costs:

- Demolition: \$899,610
- Coolidge Building Construction: \$15,623,500
 - \$185/SF retail
 - \$215/SF residential
- Lumber Yard Building Hard Costs: \$9,958,500
- Soft Costs / Contingencies: \$7,819,463
- **Total Construction Costs: \$37,501,073**

With current market conditions this isn't a viable project. The projected annual negative cash flow for the project is \$325K. There are three major factors that drive the gaps in profitability / cash flow:

- Current construction interest rates are higher than they have been at any point from 2007 to 2022. A reduction in rates would reduce the debt service.
- Construction costs are at historic highs. A reduction of 10% in construction costs leads to a 33% improvement in cash flow.
- While there has been healthy growth in residential lease rates, commercial retail rates in the metro Detroit area are still 10% lower than what they were pre-2008. This is a national trend that reflects the challenging retail environment.

Sources

Land Contribution from DDA	\$3,200,000
Partner Equity	\$9,756,348
TIF (Demolition, Site Work, Utilities)	\$2,044,081
Debt (60% LTV, 6.5%)	\$22,500,644
Total Sources:	\$37,501,073

Uses:

Land Acquisition	\$3,200,000
Hard Costs	\$26,481,610
Soft Costs, Contingencies, Development Fees	\$7,819,463
Total Construction Costs:	\$37,501,073

Financials:

Effective Gross Income (EGI)	\$2,838,980
Total Operating Expenses	\$1,243,418
(Annual Property Taxes)	\$850,000
Net Operating Income (NOI)	\$1,496,562
Debt Service	\$(1,617,880)
Cash Flow	\$(121,318)

Next Steps

- Present Vision to owners of both properties:
 - Discuss the vision and financial model
 - Gauge their interest in pursuing
- Facilitate meeting between developers and the property owners
 - Explore potential for partnerships and possible financing models
- Durst property would need to be added to the DDA

DDA PURCHASE OF PROPERTIES

The strategies for sites 1, 4, and 5 include the DDA purchasing the properties at full market value, performing the site work - demolition, utilities, onsite groundwater detention, and parking, and then conveying the prepared properties to a developer at \$0.

Michigan state statutes restrict what tax increment financing (TIF) can be used for. By purchasing the properties - at full market value before demolition, and doing all possible site work, the DDA would be maximizing the amount of funding it can contribute to the project. This would require the DDA to bond against future property taxes. This upfront capital is essential to closing the financial gaps for these projects and none of them would have any chance of moving forward without these tools.

SITE 5

4195-4105 TWELVE MILE ROAD



HIGH COMPLEXITY

SITE 5

4195–4105 Twelve Mile Road

HIGH COMPLEXITY

ADDRESS

4105 Twelve Mile Road

OWNERSHIP

Glen Markowicz

CURRENT USE

Commercial

BUILDING SIZE (GLA)

1,937 SF

ADDRESS

4111 Twelve Mile Road

OWNERSHIP

Glen Markowicz

CURRENT USE

Commercial

BUILDING SIZE (GLA)

1,260 SF

ADDRESS

4129 Twelve Mile Road

OWNERSHIP

Calvin Kassab

CURRENT USE

Commercial

BUILDING SIZE (GLA)

Land (no bldg.)

ADDRESS

4135

OWNERSHIP

Donald F. Moore

CURRENT USE

Commercial

BUILDING SIZE (GLA)

Not in CoStar

ADDRESS

4141

OWNERSHIP

Donald F. Moore

CURRENT USE

Commercial

BUILDING SIZE (GLA)

3,530 SF

ADDRESS

4195

OWNERSHIP

ALCO Glass & Mirror
Inc

CURRENT USE

Commercial

BUILDING SIZE (GLA)

8,816 SF

SITE ACREAGE

35719 sq ft / 0.82 ac

ZONING DISTRICT

Gateway Corridor

DDA / TIF ELIGIBLE

Yes (all parcels — Twelve Mile corridor
Greenfield to Coolidge)

TRAFFIC COUNT

~19,170 vehicle per day — W. Twelve Mile
Road at Ellwood Ave (2025 CoStar/MPSI)
~21,437 vehicle per day at Brentwood
Street 0.08 mi west

CONSUMER SPENDING (1-MI)

~\$219.3–\$219.7M total specified (2024
CoStar — consistent across block)



4195 **ASKING PRICE**
\$1,295,000

4129 **ASKING PRICE**
\$195,000

4111 **ASKING PRICE**
\$349,000

4105 **ASKING PRICE**
\$439,900

Additional Site Context

- Walk Score: 87 — Berkley's most pedestrian-intensive zone
- D&D Bicycles is an active, successful, regional draw and a strong presence on Twelve Mile Road
- All parcels except those owned by D&D Bicycles are for sale
- Fragmented rear parking across multiple lots is the key development constraint
 - 20 total parking spaces:
 - The 9 to the west belong to Alco Glass
 - The 11 to the east belong to D&D Bicycles
 - The 3 lots to the east don't have any parking
- Downtown Design Guidelines: 2–3 stories at street edge with potential setback 4th story, brick/stone predominating



AI-generated rendering of Site Vision

Site Vision

To elevate this block – which serves as the western gateway to Berkley along Twelve Mile Road and eliminate the blight of the current undeveloped and underperforming parcels, the three western parcels – 4129, 4111, and 4105 need to be redeveloped. The challenge is that individually, the three parcels are too small to do anything at scale and none of them own any parking.

The vision is to redevelop the properties as mixed use developments with retail on the ground floor and two stories of rental residential units above. The parking in the rear would be reconfigured to accommodate the residences along with the increased retail.

The Alco Glass and D&D parcels are functional and viable. At their current valuations, they are not candidates to include in the redevelopment because the acquisition costs would be too high. The DDA can work with the Alco property to do facade improvements.

Details:

- DDA purchases and consolidates the three parcels - 4129, 4111, and 4105 (owned by Calvin Kassab and Glen Markowicz)
- DDA enters into agreements with the owners of the other three parcels on the block to reconfigure the parking in the rear in exchange for perpetual parking easements
 - Two rows of 45 degree parking with one-way traffic flowing from Greenfield Road to Ellwood Avenue
- Ground floor:
 - Retail – 10,000 SF
 - \$20/SF NNN lease rate
- 2nd & 3rd Floors:
 - 12 X 1BR
 - 826 SF
 - \$1900/mo rent
 - 16 X Studios
 - 552 SF
 - \$1,400/mo rent

Pro forma:**Total Construction Costs:**

- Site Acquisition: \$983,900
- Demolition, Site Costs: \$492,500
- Hard Costs: \$6,150,000
- Soft Costs / Contingencies: \$2,213,968
- **Total Construction Costs: \$9,839,368**

Sources:

Equity	\$2,953,361
C-PACE	\$1,029,564
TIF (Site acquisition, demo, infrastructure)	\$1,426,400
Debt (60% LTV, 6.5%)	\$4,430,042
Total Sources:	\$9,839,368

Financials:

Effective Gross Income (EGI)	\$695,780
Total Operating Expenses	(\$322,122)
Net Operating Income (NOI)	\$373,658
Debt Service & C-PACE Payments	\$(419,431)
Cash Flow	(\$45,773)

This project has a projected negative cash flow of \$45,000 per year. Developers would expect at least an 8% cash on cash return (~\$236K) so the total gap is almost \$300K per year.

To be viable, some combination of the following would be required:

- Secure Michigan State Housing Development Authority (MSHDA) incentives - either TIF or Direct Lending / Gap Financing programs
- Reduction in interest rates
- Decline in construction costs
- Increase in lease rates
- Value engineering to bring down costs

Next Steps

The next steps are to start the conversations with the DDA, development community, and property owners to determine if the gaps can be closed and a project created:

- DDA prepares a detailed development proposal that outlines:
 - The Project Plan
 - The parking adjustments
 - The Brownfield, and TIF financing strategy
- DDA Board agrees in principle to acquire the sites, demolish current structures, and do site / infrastructure work and then contribute the redeveloped property to the developer
- DDA presents plan to current property owners
 - Makes offers on parcels that are for sale – contingent upon securing a development agreement with a developer
 - Enter into MOUs with owners of other parcels to secure parking easements - contingent upon securing a development agreement with a developer
- Market the project to mixed-use developers through an RFP process
- Select a developer and enter into a development agreement

SITE 6

3490 & 3442 TWELVE MILE ROAD



HIGH COMPLEXITY

SITE 6

3490 & 3442 Twelve Mile Road

HIGH COMPLEXITY

ADDRESS

3490 Twelve Mile Road

OWNERSHIP

HARTFIELD LANES

CURRENT USE

Bowling alley (operating)

BUILDING SIZE (GLA)

53,306 SF

SITE ACREAGE

67,518 sq ft / 1.55 ac

TRAFFIC COUNT

~15,140 vpd — Twelve Mile Rd at Tyler Ave, 0.07 mi east (2025 CoStar/MPSI)

CONSUMER SPENDING (1-MI)

\$229.3M total specified (2024 CoStar)

LOT SIZE

2.5 Acres

DDA / TIF ELIGIBLE

Yes — within Berkley DDA boundary

ADDRESS

3442 Twelve Mile Road

OWNERSHIP

RB & CG, LLC

CURRENT USE

Shoe repair (closing)

BUILDING SIZE (GLA)

580 SF

TRAFFIC COUNT

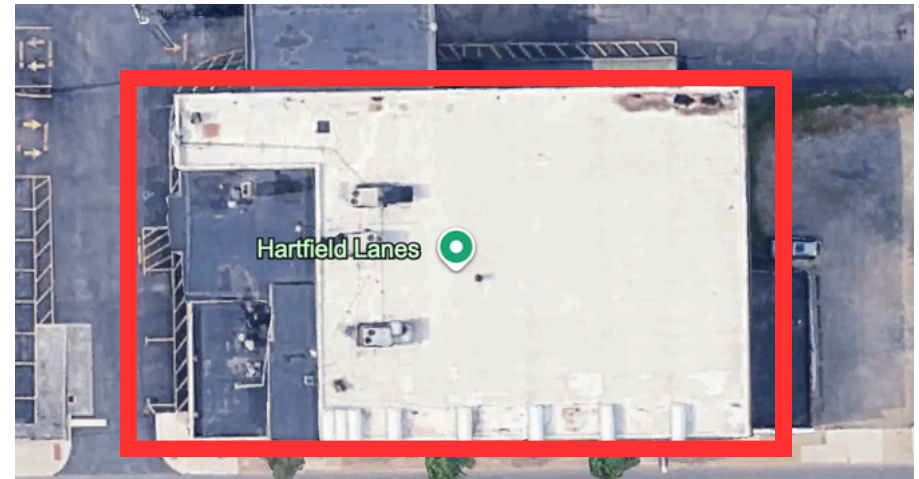
~15,140 vpd — Twelve Mile Rd at Tyler Ave, 0.05 mi east (2025 CoStar/MPSI)

CONSUMER SPENDING (1-MI)

\$231.9M total specified (2024 CoStar)

ZONING DISTRICT

Gateway Corridor



Additional Site Context

- At 2.5 acres, the combined developable land of the combined parcels is the largest single available property in the Downtown area.
- Sewer and water mains run through the center of the lot and would either need to be relocated or the development would need to happen around it.
- Current building configuration does not lend itself to other uses or expansion. Would need to be torn down.
- Owner reportedly asking \$6M for the Hartfield Lanes property (far exceeding market value).
- Community open house in Downtown Master Plan process identified this site as top design opportunity.



AI-generated rendering of Site Vision

Site Vision

Large-scale, multi-activity entertainment venues are growing in popularity. Part of the increase is generational: 78% of millennials and Gen Z prefer spending on experiences over things, according to Eventbrite's 2025 survey. The global immersive entertainment market was valued at \$133.6 billion in 2024 and is projected to reach \$473.9 billion by 2030, a CAGR of 23.5%.

Some of the leading brands in the space include: Fat Cats, Dave & Busters, Punch Bowl Social, Larks Entertainment, Lucky Strike Entertainment, Smash Park, and Chicken N Pickle. While the concepts vary the common denominators are venues that offer multiple types of entertainment combined with quality food options. These venues are regional draws and become economic development drivers both in terms of the sales tax they generate and also driving quality of life.

While these entertainment venues are typically sited on 5 acre lots, it is possible to economize on the lot size by adding a second story.

The vision for this site would be for the current owners to either partner with or sell to an entity that can bring a state of the art, high-volume entertainment venue to downtown Berkley. This would require the demolition of the current building in favor of a larger, purpose-built venue.

The challenge is that at the price the owner is currently asking for the property, the total acquisition and demolition costs of the project make it financially untenable.

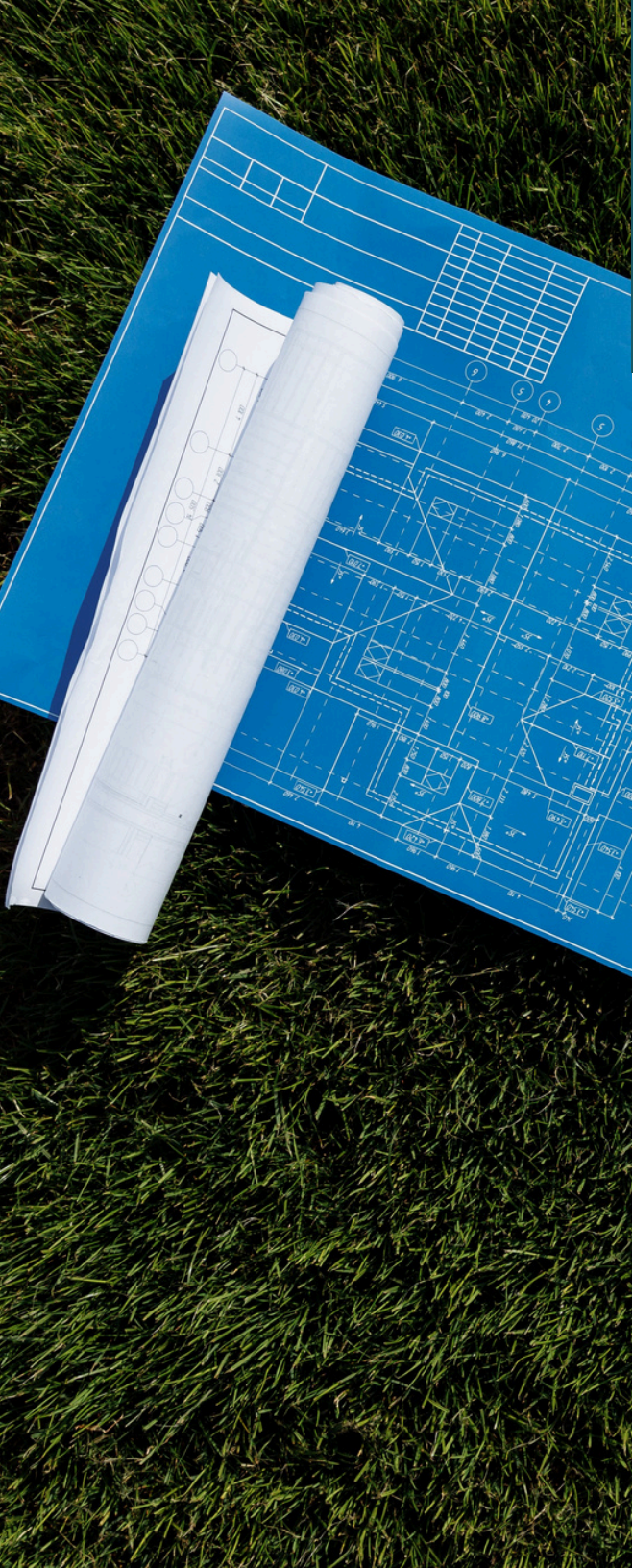
Project Details:

Entertainment Complex – Regional Draw

- Current owner sells property or partners with a entertainment venue operator
- Demolish current structures
- Build purpose-built entertainment venue that combines in a single location multiple entertainment concepts like bowling, arcades, indoor miniature golf, axe throwing, and golf simulators.
- To accommodate an entertainment venue of this scale, the building would need to go vertical and have a 2nd story which would increase the construction costs by about 20%; meeting the typical requirement of 5-acres for a bowling, arcade, theater concept.
 - Total Construction costs are typically \$20 - 25M for such buildings and FFE brings the total investment to more than \$35M.
- The project would require significant equity investment and a partner experienced in the entertainment space to secure debt financing

Next Steps

- Determine if the owner is interested in pursuing a partnership to redevelop the property and upgrade the venue
- The City can help make introductions to entertainment venue operators and collaborate on incentives
- Present scenarios to City Council and DDA Board — assess appetite for significant public investment given catalytic upside

A photograph of architectural blueprints spread out on a green lawn. A white rolled-up tube of paper lies across the blueprints. The blueprints show various technical drawings, including a grid and circular patterns.

VII. DEVELOPMENT INCENTIVES

In an urban environment like the Detroit metro area, there is stiff competition for the interest and investment of developers and retailers. To attract the best development in the market, being a developer-friendly community should be an intentional commitment. The City – elected officials, the DDA Board, and City staff – needs to cultivate a reputation in the development community for being easy to work with and transparent in its process to secure incentives. Following are actions the City can take to create policies and practices that will make it more appealing as a target for development.

A. Parameters for Evaluating Incentives

Formalize a decision-making framework for when and how the City/DDA deploys incentives, including:

- Threshold criteria: when does a project qualify for incentive consideration?
- Gap financing principles: how much public subsidy is appropriate relative to project scale?
- Community benefit expectations tied to incentive use (use mix, design standards, local hiring, etc.)
- Process: how does a developer or property owner initiate an incentive conversation with the City/DDA?

B. Education & Training

- Discuss with City Council the rationale for providing development incentives
- Educate on why the City must be developer-friendly
- Train City Council on incentive criteria and parameters

- Train DDA on TIF and PILOTs
- Formalize incentive criteria
- Develop a formal application process

C. Incentive Catalog

Create a resource of available state and local financial tools applicable to Berkley development projects, including:

- Tax Increment Financing (TIF) / DDA TIF District
- Michigan Community Revitalization Program (MCRP)
- Brownfield Redevelopment / Act 381 Work Plans
- DDA Façade Improvement Grants
- Michigan Strategic Fund / MEDC Programs

D. Developer Outreach

The current City leadership team is very progressive and growth-oriented. The development community needs to meet the Berkley Team – feel their energy and understand their commitment to positive development. The City can change the narrative by sponsoring a Meet and Greet with developers:

- Introduce the Berkley Team
 - Mayor
 - City Manager
 - Development Director
 - DDA Director
- Articulate the Vision for the City
 - Mixed use
 - Residential
 - Experiential retail
- Talk about the City's Programs for and Commitment to execute on:
 - Development Incentives
 - Entitlement timelines – including providing expedited approval processing for priority projects.



VIII. ENTREPRENEURIAL ECOSYSTEM

Berkley is, at its core, a small business community. Its corridors run on independent, locally owned operators — and that characteristic is one of its strongest competitive advantages in the region. The City's role is to protect and extend that advantage: connecting businesses to the resources that exist, removing friction where it can, and creating the physical conditions where new businesses can take root.

A. Build a Business Resource Connection Function

- Compile a resource guide covering available small business support programs:
 - Oakland Thrive — free consulting and training
 - Oakland County Business Development programs and SCORE mentoring services
 - Michigan Small Business Development Center (SBDC) — free consulting and training
 - MEDC programs applicable to small business and microenterprise
 - Match on Main — reimbursement grants for eligible place-based businesses
 - DDA Façade Improvement Grants for properties within the DDA district
 - DDA Mural Program / Public Art Support for eligible visual improvements and corridor identity projects
 - Federal small business and workforce resources, including SBA, U.S. Department of Commerce, and U.S. Department of Labor programs, where eligibility aligns with a specific business need
- Post the guide on the City website and assign ownership of annual updates

- Designate a City or DDA point person to provide “front door” support for business questions
 - Help businesses identify the right resource instead of only referring them elsewhere
 - Coordinate internally on permitting, signage, zoning, and code questions
 - Make warm introductions to Oakland County, SBDC, MEDC, SBA, lenders, or technical assistance partners
 - Track recurring business questions to identify where City processes or communication can be improved
- Create a simple intake form for businesses seeking assistance
 - Type of need: permitting, financing, expansion, façade, hiring, relocation, or technical assistance
 - Business stage: startup, existing business, expanding business, or property owner
 - Referral made and follow-up date

B. Strengthen Business Retention and Expansion

- Conduct regular corridor check-ins
 - Complete informal outreach to businesses on Twelve Mile Road, Coolidge Highway, and Eleven Mile Road twice per year during the first two years of implementation
 - Focus check-ins on business health, lease status, expansion needs, property issues, permitting challenges, parking/access concerns, and emerging risks
 - Track responses in a simple business retention spreadsheet or CRM-style log
- Continue to offer pre-application meetings as a standing practice
 - Any business owner or property owner considering improvements should be able to meet with Community Development or the DDA before filing
 - Identify OPRA, DDA façade grant, DDA mural/public art, Match on Main, Brownfield, or other eligibility early
 - Clarify permitting, zoning, signage, parking, and design expectations before the business spends money on plans
- Connect expanding businesses to applicable state and county programs
 - Use MEDC programs when projects involve building renovation, obsolete space, contamination, blight, mixed-use redevelopment, or eligible small business expansion
 - Use Oakland Thrive, SBDC, SCORE, or SBA resource partners when businesses need coaching, planning, marketing, financial management, or technical assistance

- Refer businesses to CEED Lending, local banks, and credit unions when they need working capital, equipment financing, or tenant improvement support
- Partner with local banks and credit unions on “loan-ready” workshops
 - Focus on what lenders need to see before approving a small business loan
 - Cover business plans, cash flow, collateral, credit history, lease terms, and project budgets
 - Prioritize institutions with a local or nearby footprint and an interest in Berkley business growth
- Celebrate and promote local business success
 - Use the City’s newsletter, website, cable channel, YouTube channel, and social media to highlight new businesses, expansions, anniversaries, and reinvestment projects
 - Coordinate with the Berkley Area Chamber of Commerce and DDA on ribbon cuttings, business profiles, and promotional campaigns
 - Use success stories to build public understanding of why small business support and redevelopment tools matter

C. Activate Corridors to Support Commercial Vitality

- Evaluate a Corridor Improvement Authority for Eleven Mile Road
 - Eleven Mile Road is outside the DDA boundary
 - A CIA could create a dedicated tool for corridor reinvestment
 - Review parcel continuity, commercial frontage, zoning, and tax capture potential
 - Coordinate with Oak Park before proceeding
 - Confirm whether coordination or an interlocal agreement is possible
 - If feasible, use the CIA to support Eleven Mile Road improvements.
 - Fund streetscape improvements
 - Support signage, façade improvements, and public art
 - Create outdoor gathering or market space
 - Strengthen Eleven Mile Road as a small business corridor

D. Create a Light Entrepreneurial Hub Function

- Explore whether the Berkley Public Library, Community Center, DDA office, or available commercial space can host business workshops, coffee meetups, lender sessions, and startup resource events
 - Avoid creating a formal incubator unless there is demonstrated demand, operating capacity, and a sustainable funding model
- Host quarterly small business resource sessions
 - Potential topics include starting a business, becoming loan-ready, using façade grants, navigating permits, applying for Match on Main, and planning a business expansion
 - Invite Oakland Thrive, SBDC, SCORE, local lenders, the Chamber, and MEDC partners as appropriate
- Consider entrepreneurial space as part of future redevelopment negotiations
 - For larger projects receiving public support, evaluate whether a small community-facing business space, pop-up space, or shared meeting space could be included as a public benefit
 - This should be considered case-by case and should not be required if it weakens project feasibility

A. Small Business, Corridor and Main Street Support Tools

Sustaining Berkley's commercial corridors requires more than large-scale redevelopment. It also depends on the incremental health of existing businesses and the ongoing quality of the public-facing environment. Small businesses often lack the capital for storefront improvements, equipment upgrades, or activation investments that would meaningfully strengthen their presence and attract foot traffic. Below are the tools available in Berkley to address these gaps.

Tool	What It Provides
DDA Façade Improvement Grants	• Provides matching support for eligible storefront and exterior improvements within the DDA district, subject to current program guidelines and available funding. • Serves as a first-contact tool for businesses and property owners pursuing smaller building improvements. • Pair the application process with screening for Match on Main, RAP, historic tax credits, or the Commercial Rehabilitation Act where project scope and eligibility requirements are met.
DDA Mural Program / Public Art Support	• Supports public-facing art, murals, and visual improvements that strengthen downtown identity and corridor character. • Best used for highly visible walls, gateways, alleys, parking areas, and pedestrian routes where art can improve the public realm and encourage foot traffic. • Can be paired with façade improvements, placemaking projects, Public Spaces Community Places, DDA funds, sponsorships, or civic/philanthropic contributions. • Particularly useful for low-cost, high-visibility projects that build downtown energy while larger redevelopment projects move through planning and financing.

Tool	What It Provides
Match on Main	• MEDC reimbursement grant program offering up to \$25,000 per project for new or expanding place-based small businesses. • Funds are reimbursement-only and are paid after the approved project is complete. • Best used for tenant improvements, equipment, activation, and growth projects that strengthen downtown and commercial districts.
Main Street Oakland County / Main Street America	• Provides technical assistance, downtown-management support, training and project-specific consulting. • Berkley participates at the Select Level and received Main Street America Accredited status in 2026. • Connects the DDA and local businesses with periodically available grant, loan and technical-assistance opportunities. • Funding opportunities are competitive and subject to individual program availability and eligibility.
Public Spaces Community Places	• MEDC crowdfunding-match program for qualifying public-space and placemaking projects. • Provides up to \$50,000 when an approved project successfully raises its required crowdfunding amount. • Qualifying projects may receive additional support of up to \$25,000 for universal-design elements under the 2026 guidelines. • Best suited for plazas, parklets, gathering spaces, accessible public amenities and other visible public-realm projects.
Oakland County Business Forward / Oakland Thrive	• Provides no-cost counseling and technical assistance to Oakland County small businesses and entrepreneurs. • Supports business planning, financing readiness, operations, marketing, growth and connections to partner resources. • Serves as Berkley's primary referral partner for businesses requiring individualized technical assistance.

Tool	What It Provides
Oakland County Business Loan Programs / CEED Lending	• Offers small-business loans of up to \$50,000 for start-up and expansion needs. • Eligible uses include equipment, machinery, inventory, supplies, minor leasehold improvements and some working capital. • Best suited for businesses seeking smaller-scale financing for launch, expansion or operational needs.
MEDC Capital Access Programs	• Helps participating lenders finance Michigan businesses through collateral support, loan participation and related credit-enhancement programs. • Best used when a lender identifies an otherwise viable borrower with a collateral shortfall, uncertain projected cash flow or another financing barrier. • Businesses access the program through participating lenders rather than applying directly to the City or MEDC.
U.S. EDA Funding Opportunities¹	• Provides a centralized listing of federal funding opportunities that support economic development, business growth, infrastructure investment, workforce development, innovation, and regional competitiveness. • Best used for communities, organizations, or partnerships seeking grant funding to advance economic development initiatives and strengthen local economies.
USDA Rural Business Development Grants (RBDG)²	• Provides funding to support the growth and development of small and emerging businesses in rural areas through technical assistance, training, business incubators, feasibility studies, and infrastructure improvements. Grants are awarded to public entities, nonprofits, and tribes that serve rural businesses. • Best used for organizations looking to expand entrepreneurship, business support services, and economic opportunities in rural areas.

1. https://www.eda.gov/funding/funding-opportunities/all-opportunities?f%5B0%5D=funding_status%3A6565

2. <https://www.rd.usda.gov/programs-services/business-programs/rural-business-development-grants-9#overview>

Tool	What It Provides
U.S. Small Business Administration (SBA) Grants³	• Federal grant programs available to small businesses, research organizations, nonprofits, and educational institutions, with a particular emphasis on innovation, research, and specialized business development initiatives. • Best used for entrepreneurs, startups, and organizations seeking innovation-focused funding opportunities.
Grants.gov Opportunity Search⁴	• Provides a searchable database of federal grant opportunities across all federal agencies. Find funding programs supporting business development, innovation, workforce training, technical assistance, and economic growth. • Best used for entrepreneurs, nonprofits, and organizations exploring a broad range of federal funding opportunities.

3. <https://www.sba.gov/funding-programs/grants>

4. https://simpler.grants.gov/search?utm_source=Grants.gov&query=entrepreneurship

B. Implementation Matrix

Timeline tiers: Immediate (0–3 months), Near-Term (3–9 months), Mid-Term (9–18 months), Ongoing (continuous, no end date), Year 2+ (18–36 months).

A. Build a Business Resource Connection Function

Action Item	Responsible Party	Timeline	Performance Measure
Compile a resource guide covering available small business support programs	Community Development Department	Near-Term	Resource guide drafted
Post the guide on the City website and assign ownership of annual updates	Community Development Department	Near-Term	Guide live on City website Annual update owner assigned
Designate a City or DDA point person to provide "front door" support for business questions	City Administration / DDA	Immediate, then Ongoing	Point person designated and publicly listed Recurring-question log reviewed quarterly
Create a simple intake form for businesses seeking assistance	Community Development Department	Immediate	Intake form live and in use

B. Strengthen Business Retention and Expansion

Action Item	Responsible Party	Timeline	Performance Measure
Conduct regular corridor check-ins	Community Development Department / DDA	Near-Term, then Ongoing	Two completed check-in cycles per year Log maintained with current data
Offer pre-application meetings as a standing practice	Community Development Department	Immediate	Meetings available on request Number held tracked annually
Connect expanding businesses to applicable state and county programs	Community Development Department / DDA	Ongoing	Number of businesses referred and outcome tracked annually
Partner with local banks and credit unions on "loan-ready" workshops	Community Development Department / DDA	Mid-Term	At least one workshop held per year
Celebrate and promote local business success	DDA / City Administration	Near-Term, then Ongoing	Number of business features published per year

C. Activate Corridors to Support Commercial Vitality

Action Item	Responsible Party	Timeline	Performance Measure
Evaluate a Corridor Improvement Authority (CIA) for Eleven Mile Road	City Administration / DDA	Near-Term	Feasibility evaluation completed Oak Park coordination outcome documented
If feasible, establish the CIA	DDA / City Council	Year 2+	CIA established (if feasible) First funded improvement completed

D. Create a Light Entrepreneurial Hub Function

Action Item	Responsible Party	Timeline	Performance Measure
Explore whether the Berkley Public Library, Community Center, DDA office, or available commercial space can host business workshops, coffee meetups, lender sessions, and startup events	Community Development Department / DDA	Near-Term	Host location(s) identified
Host quarterly small business resource sessions	Community Development Department / DDA	Mid-Term, then Ongoing	Four sessions held per year At least one outside partner present per session
Consider entrepreneurial space as part of future redevelopment negotiations on larger publicly-supported projects	Community Development Department	Ongoing	Evaluated on qualifying projects as they arise

Disclaimer

This report has been prepared by Better City LLC in collaboration with the City of Berkley for informational and illustrative purposes only. All pro forma data contained herein, including but not limited to construction cost estimates, building square footage, market lease rates, projected revenues, operating expenses, and financing assumptions, are preliminary in nature and have been developed solely to illustrate potential development scenarios.

The information presented in this report does not constitute financial, investment, legal, or professional advice of any kind. Neither Better City LLC nor the City of Berkley makes any representation or warranty, express or implied, as to the accuracy, completeness, or reliability of any data, projections, or assumptions contained herein. All figures are subject to change based on market conditions, design development, regulatory requirements, and other factors beyond the control of either party.

This report should not be relied upon as the basis for any investment decision, financing commitment, or contractual obligation. Recipients are strongly encouraged to conduct their own independent due diligence and to consult qualified legal, financial, and real estate professionals before making any investment or development decisions related to the subject property or any other matter discussed herein.

By receiving and reviewing this report, the recipient acknowledges that Better City LLC and the City of Berkley shall not be liable for any loss, damage, or adverse outcome arising from reliance on the information contained herein.





MEMORANDUM

To: Madam Mayor and Members of City Council
From: Lydia Brauher
Date: August 17, 2026
Subject: Matter of approving participation in the "Tie Michigan Teal" campaign to promote awareness of ovarian cancer and its symptoms.

Madam Mayor and Members of City Council,

Background

The Tie Michigan Teal campaign consists of volunteers tying teal ribbons on lamp posts, benches, or other approved landmarks in downtown areas, and distributing awareness information to local businesses to display. The campaign is held during the month of September, which has been declared National Ovarian Cancer Awareness Month. There is no cost to the city and the ribbons will be taken down at the end of the month by volunteers.

Summary

The attached resolution gives approval for volunteers to tie ribbons throughout the City of Berkley in September in support of the Tie Teal campaign's effort to raise awareness and educate the public on ovarian cancer.

Recommendation

Motion to (approve/deny/postpone) the resolution to participate in the "Tie Michigan Teal" campaign to promote awareness of ovarian cancer and its symptoms.

A RESOLUTION

of the Council of the City of Berkley, Michigan establishing a Resolution to Participate in the “Tie Michigan Teal” Campaign

- WHEREAS,** Tie Michigan Teal is a state-wide campaign designed to promote awareness of ovarian cancer and its symptoms; and
- WHEREAS,** teal is the color representing ovarian cancer; and
- WHEREAS,** ovarian cancer is the deadliest of the gynecologic cancers and one of the five leading cancer related deaths among women in the United States; and
- WHEREAS,** an estimated 21,010 women will be diagnosed with the disease in 2026 and 12,450 women will die; and
- WHEREAS,** women diagnosed with ovarian cancer have an average five-year survival rate of 52 percent; and
- WHEREAS,** unlike other cancers, there is no early detection test for ovarian cancer and awareness of symptoms is the key to early diagnosis; and
- WHEREAS,** Tie Michigan Teal consists of volunteers tying ribbons on lampposts, trees and sign-posts and providing local businesses and offices with symptom information cards; and
- WHEREAS,** Tie Michigan Teal takes place the entire month of September, and the City of Berkley supports their efforts to educate our residents and all members of the public about ovarian cancer and its symptoms; and

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

- SECTION 1:** The Mayor and City Council hereby proclaim September 2026 as Ovarian Cancer Awareness Month in the City of Berkley. In recognition of this observance, the City of Berkley expresses its support for the efforts of Tie Teal Michigan to raise awareness of ovarian cancer, its symptoms, and the importance of early detection, and authorizes the display of teal ribbons on City lampposts, trees, and signposts throughout the community, as well as the distribution of informational cards to local businesses and offices in furtherance of this campaign.

Introduced and Passed at a Regular City Council Meeting on Monday, August 17, 2026.

Attest:

Bridget Dean, Mayor

Victoria Mitchell, City Clerk



2026 Tie Michigan Teal

Dear Administrator:

Tie Michigan Teal is a statewide campaign of the Michigan Ovarian Cancer Alliance (MIOCA) designed to promote awareness of ovarian cancer and its symptoms. Teal is the color representing ovarian cancer. Ovarian cancer is the deadliest of the gynecologic cancers and one of the five leading causes of cancer related deaths among women in the United States.

Unlike other cancers, there is no early detection test for ovarian cancer. A woman's risk of getting ovarian cancer during her lifetime is about 1 in 91.

The ***Tie Michigan Teal*** campaign consists of volunteers tying teal ribbons on lamp posts, benches, or other approved landmarks in downtown areas, and distributing awareness information to local businesses to display. The campaign is held during the month of September, which has been declared National Ovarian Cancer Awareness Month. There is no cost to the city and the ribbons will be taken down at the end of the month by volunteers.

We are asking for your permission for our volunteers to tie ribbons throughout your town/city/village this September, 2026. Please sign on the bottom of this letter and return the signed letter to the volunteer whose name and contact information is below. Thank you for your support of our efforts to raise awareness and educate on ovarian cancer. If you have any questions or concerns, please contact us at info@mioca.org or (734) 800-6144

Sincerely,


Megan Neubauer
Executive Director



Town/City/Village: _____

Mayor/Town Official Name: _____

Signature: _____

Date: _____

Please return the signed letter to the volunteer listed below. They will be responsible for the Tie the Michigan Teal Campaign in your city/town.

Volunteer Name: _____

Phone Number: _____

Email: _____



MEMORANDUM

To: Madam Mayor and Members of City Council
From: Crystal VanVleck
Date: August 17, 2026
Subject: Second Reading of an Ordinance to amend Chapter 86 and Chapter 106 of the Berkley City Code of Ordinances to provide for the regulation of electric bicycles, electric skateboards/scooters, and bicycles.

Madam Mayor and Members of City Council,

Background

The purpose of this ordinance is to enhance public safety by restricting bicycle and electric scooter/skateboard riding within the downtown district and prohibiting the operation of electric bicycles (e-bikes), on sidewalks throughout the city. After the first reading of the ordinance on July 20, 2026 there were revisions requested. This amended ordinance incorporates those revisions.

Summary

- Sidewalks and public spaces are intended to provide a safe environment for people walking, including children, older adults, and individuals with disabilities.
- Restricting bicycle riding in the downtown district helps reduce the risk of collisions and improves the overall pedestrian experience.
- In addition, the rapid growth in the use of e-bikes, e-scooters, and e-skateboards has introduced new safety concerns. They are capable of traveling at higher speeds than traditional bicycles, scooters and skateboards, increasing the likelihood and severity of crashes when operated on sidewalks.
- This ordinance is intended to promote the safe coexistence of all users of the public right-of-way by directing bicycles, e-bikes, e-scooters, and e-skateboards to appropriate travel areas, as State law allows, while preserving sidewalks and downtown pedestrian spaces for their intended use. The City remains committed to encouraging active mobility options (such as bicycles, skateboards and

scooters) as a healthy and sustainable mode of transportation while balancing that goal with its responsibility to protect public safety

Recommendation

Motion to (approve/deny/postpone) the second reading of an Ordinance to amend Chapter 86 and Chapter 106 of the Berkley City Code of Ordinances to provide for the regulation of electric bicycles, electric skateboards/scooters, and bicycles.

AN ORDINANCE
of the City Council of the City of Berkley, Michigan, to amend Chapter 86 and
Chapter 106 of the Berkley City Code of Ordinances to provide for the regulation
of electric bicycles, electric skateboards/scooters and bicycles.

THE CITY OF BERKLEY ORDAINS:

ARTICLE I – AMENDMENT TO CHAPTER 86 PARKS AND RECREATION

Chapter 86 Parks and Recreation, Article I, IN GENERAL, Sec. 86-1 Definitions shall be amended to add the following definitions:

Bicycle means a device propelled by human power upon which a person may ride, having either 2 or 3 wheels in tandem or tricycle arrangement, all of which are over 14 inches in diameter.

Electric bicycle means a device upon which an individual may ride that satisfies all of the following:

(a) The device is equipped with all of the following:

(i) A seat or saddle for use by the rider.

(ii) Fully operable pedals for human propulsion.

(iii) An electric motor of not greater than 750 watts.

(b) The device falls within 1 of the following categories:

(i) *Class 1 electric bicycle* means an electric bicycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 20 miles per hour.

(ii) *Class 2 electric bicycle* means an electric bicycle that is equipped with a motor that propels the electric bicycle to a speed of no more than 20 miles per hour, whether the rider is pedaling or not, and that disengages or ceases to function when the brakes are applied.

(iii) *Class 3 electric bicycle* means an electric bicycle that is equipped with a motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 28 miles per hour.

Electric bicycle does not include an e-moto bicycle, which is a high-powered moped like device (has an engine of 100ccs or less with no gear shifting with a maximum speed of 30 mph) or motorcycle like device.

Electric personal assistive mobility device means a self-balancing non-tandem 2-wheeled device, designed to transport only 1 person at a time having an electric propulsion system with average power of 750 watts or 1 horsepower and a maximum speed on a paved surface of not more than 15 miles per hour.

Electric skateboard/scooter mean a wheeled device that has a floorboard designed to be stood upon when riding that is no more than 60 inches long and 18 inches wide, is designed to transport only 1 person at a time, has an electronic propulsion system with power of no more than 2,500 watts, and has a maximum speed on a paved level surface of no more than 25 miles per hour. An electric skateboard or electric scooter may have handlebars and, in addition to having an electrical propulsion system with power of no more than 2,500 watts, may be designed to also be powered by human propulsion.

ARTICLE IV USE OF PARKS shall be amended to replace Sec. 86-69 Penalties with a new section prohibiting electric bicycles and renumbering and revising the former Sec. 86-69 to become Sec. 86-70 to read as follows:

Sec. 86-69 Electric bicycles, e-moto/high-powered moped like devices and electric skateboards prohibited

It ~~shall be~~ unlawful to operate a class 1, class 2 or class 3 electric bicycle or e-moto/-high-powered moped like device or ~~and~~ electric skateboard/scooter in a park. Nothing in this article shall prohibit a person from using an electric personal mobility device related to a disability, in any park.

Sec. 86-70 Violations

A ~~violation of person who violates~~ sections 86-1 through 86-68 ~~shall be responsible for~~ a municipal civil infraction. A ~~violation of person who violates~~ section 86-69 ~~shall be responsible for~~ a misdemeanor.

ARTICLE II- AMENDMENT TO CHAPTER 106 –STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

Chapter 106 Streets, Sidewalks and Other Public Places shall be amended to add a new Article IV, Bicycles, Electric Bicycles, and Electric Skateboards/Sscooters and E-Moto/High-Powered Moped like Device to read as follows to read as follows:

ARTICLE IV ELECTRIC BICYCLES, ~~AND~~ ELECTRIC
SKATEBOARD/SCOOTERS and E-MOTO/HIGH-POWERED MOPED LIKE
DEVICE.

Sec. 106-400 Definitions

Bicycle means a device propelled by human power upon which a person may ride, having either 2 or 3 wheels in tandem or tricycle arrangement, all of which are over 14 inches in diameter.

Downtown Area means the area bounded by and including Twelve Mile Road between Coolidge Highway and Greenfield Road, and adjacent side streets, as may be designated by the City Manager and posted with signage. This also includes the area bounded by and including Coolidge Highway between Twelve Mile Road and Eleven Mile Road

Electric bicycle means a device upon which an individual may ride that satisfies all of the following:

(a) The device is equipped with all of the following:

(i) A seat or saddle for use by the rider.

(ii) Fully operable pedals for human propulsion.

(iii) An electric motor of not greater than 750 watts.

(b) The device falls within 1 of the following categories:

(i) *Class 1 electric bicycle* means an electric bicycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 20 miles per hour.

(ii) *Class 2 electric bicycle* means an electric bicycle that is equipped with a motor that propels the electric bicycle to a speed of no more than 20 miles per hour, whether the rider is pedaling or not, and that disengages or ceases to function when the brakes are applied.

(iii) *Class 3 electric bicycle* means an electric bicycle that is equipped with a motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 28 miles per hour.

Electric bicycle does not include an e-moto bicycle, which is a high-powered moped like device (has an engine of 100ccs or less with no gear shifting with a maximum speed of 30 mph) or motorcycle like device.

Electric personal assistive mobility device means a self-balancing non-tandem 2-wheeled device, designed to transport only 1 person at a time having an electric propulsion system with average power of 750 watts or 1 horsepower and a maximum speed on a paved surface of not more than 15 miles per hour.

Electric skateboard and *electric scooter* mean a wheeled device that has a floorboard designed to be stood upon when riding that is no more than 60 inches long and 18 inches wide, is designed to transport only 1 person at a time, has an electronic propulsion system with power of no more than 2,500 watts, and has a maximum speed on a paved level surface of no more than 25 miles per hour. An electric skateboard or electric scooter may have handlebars and, in addition to having an electrical propulsion system with power of no more than 2,500 watts, may be designed to also be powered by human propulsion.

Traffic Control Device means signs, signals, markings, and devices consistent with the Michigan Vehicle Code, placed or erected by the City or other public body having jurisdiction, for the purpose of regulating, warning, or guiding traffic. This includes, but is not limited to, sandwich board signs, painted markings on sidewalks, fixed signage placed throughout the downtown area, and other traffic control devices authorized by law.

Sec 106-401 Areas Prohibited from riding Bicycles, Electric Bicycles, and Electric Skateboards/sScooters and E-Moto/High-Powered Moped Like Device.

(a) No person shall ride a bicycle, electric skateboard/scooter on sidewalks in the downtown area and in any other area designated by the director of public safety for City sponsored or permitted events and indicated by a traffic control device order in accordance with the procedures outlined in the Uniform Traffic Code. Individuals may ride bicycles and electric skateboard/scooter on designated bike lanes in the downtown area.

~~(b) No person shall ride an electric skateboard/scooter on sidewalks within the downtown area. Individuals may ride electric skateboard/scooters with handles on designated bike lanes in the downtown area.~~

~~(eb)~~ No person shall ride an electric bicycle or e-moto/high-powered moped like device upon a sidewalk within the City and in any other area designated by the director of public safety for City sponsored or permitted events and indicated by a traffic control order in accordance with the procedures outlined in the Uniform Traffic Code. Persons may operate electric bicycles or e-

moto/high-powered moped like devices on streets and designated bike lanes within the city.

(~~ec~~) The director of public safety is hereby authorized to erect signs and traffic control devices in the downtown area and on any publicly owned parking area, street, sidewalk, parking structure, parking lot, or other public property prohibiting the riding of bicycles, electric bicycles, e-moto/high-powered moped like devices and electric skateboards/scooters on sidewalks thereon, in accordance with the provisions of this Ordinance. These prohibitions are intended to ensure pedestrian safety.

Sec 106-105 Violations

A ~~person who~~ violations of sections 106-400-401(a)-(b) ~~shall be responsible for~~ is a municipal civil infraction. A ~~person who~~ violations section 106-401(~~be~~) ~~shall be responsible for~~ is a misdemeanor.

ARTICLE III – SEVERABILITY.

~~If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such selection, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of the Ordinance shall stand and be in full force and effect. Should any word, phrase, sentence, paragraph, or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall **will** remain in full force and effect.~~

ARTICLE IV - EFFECTIVE DATE.

This Ordinance ~~shall~~ will take effect following publication in the manner prescribed by law.

ARTICLE V: REPEALER.

All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent necessary to give this ordinance full force and effect

ARTICLE VI: ADOPTION.

This Ordinance is hereby declared to have been adopted by the Berkley City Council at a meeting thereof duly called and held on the ____ day of _____, 2026, and ordered to be given publication in the manner prescribed by the law.

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: Crystal VanVleck
Date: August 17, 2026
Subject: Interlocal Agreement for Law Enforcement Services with Pleasant Ridge.

Madam Mayor and Members of City Council,

Background

The City of Berkley and the City of Pleasant Ridge previously entered into an Interlocal Agreement for Law Enforcement Services in 2023. Under this contract, Berkley provides dispatch services, animal control, gun-range use, and lockup services.

Summary

- The City has completed a comprehensive review of our dispatch operations and fee structures, and found that a fee increase was necessary to adequately cover the increasing costs of personnel, healthcare costs, and technology and infrastructure.
- The fee increase takes into account our rising costs, including the contractually obligated wage increases.
- The term of the agreement is 4 years, through June 30, 2030.

Recommendation

Motion to (approve/postpone/deny) the Interlocal Agreement for Law Enforcement Services with Pleasant Ridge.

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

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

RECITALS:

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

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

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

IT IS THEREFORE AGREED:

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

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

b. “Department of Public Safety Rules and Regulations,” shall mean all state, federal and local laws, rules and regulations, including Berkley Department of Public Safety General Orders, Rules and Regulations.

c. “Pleasant Ridge,” “Pleasant Ridge City Commission,” and “Pleasant Ridge City Manager” shall mean Pleasant Ridge, its Commission, and its City Manager, respectively.

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

e. “Municipality” shall mean either the City of Berkley or the City of Pleasant Ridge, and when plural it shall mean both Berkley and Pleasant Ridge.

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

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

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

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

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

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

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

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

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

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

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

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

d. Refusal of Prisoners. Berkley reserves the right to refuse admittance to its lockup of any prisoner who is deemed unacceptable for housing in Berkley lockup for any reason in the opinion of the Berkley officer-in-charge (or his/her designee), including but not limited to refusal of admittance to any prisoner suffering from mental illness or from a medical condition that threatens the security or the efficient operation of Berkley's lockup.

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

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

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

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

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

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

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

Berkley shall adhere to Berkley's Department of Public Safety Rules and Regulations concerning lockup.

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

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

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

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

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

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

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

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

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

(iii) Impoundment of stray, vicious, or dangerous animals.

(iv) Retention of impounded animals in accordance with minimum time requirements set forth by state law.

(v) Providing that impounded animals that are not placed or returned to their owners shall humanely be disposed of in accordance with applicable laws consistent with this Agreement.

(vi) Providing for the transfer of injured animals to veterinary care when appropriate. When immediate disposal of injured animals is determined to be necessary by the Animal Control Officer, Pleasant Ridge will be responsible for humane disposal of the animals. Pleasant Ridge will also be responsible for the cost of emergency veterinary care of injured animals within its corporate limits.

(vii) Conducting animal bite investigations of persons bitten by animals within the corporate limits of Pleasant Ridge, including but not limited to:

(A) Preparation of a standard Incident Report documenting the reported details of the bite incident;

(B) Investigation of the circumstances of the bite incident;

(C) Investigation and/or verification of appropriate vaccinations received by the animal prior to the bite incident;

(D) Impoundment or quarantine, as appropriate, of the involved animal for such period of time as required by state law;

(E) Enforcement of state laws or local ordinances, as may be appropriate, regarding the bite incident; and

(F) Humane destruction of the offending animal, as appropriate, in accordance with respective state laws, city ordinances, and/or court orders.

(viii) Providing for the drop-off of stray animals at the appropriate Animal Shelter, when picked up by Pleasant Ridge officers during hours when the Animal Control Officer is not on duty.

(ix) Responding and handling wildlife calls when a human is bitten or injured by the animal.

(x) Providing for a system to ensure that impounded animals released to Pleasant Ridge residents have appropriate vaccinations when required by law and have valid Pleasant Ridge licenses when required by Pleasant Ridge ordinance, either prior to release from impoundment or within a reasonable period of time thereafter.

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

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

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

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

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

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

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

(v) Determination of the work hours of said employee(s), with the understanding that it is the intent of this Agreement that services are to be provided Monday through Friday during normal business hours to be specifically determined by Berkley

(vi) Pleasant Ridge may request an Animal Control Officer response outside normal duty hours for emergency or priority animal calls. Berkley ACO will make reasonable efforts to respond when available. Pleasant Ridge shall reimburse Berkley for the actual cost of any after-hours call-out (overtime) at rates established by Berkley. Berkley will invoice Pleasant Ridge monthly for any such call-outs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Pleasant Ridge acknowledges there may be circumstances when, despite reasonable Berkley Department of Public Safety efforts, the Berkley Public Safety Department's attempt to communicate or provide Police dispatch services for and to Pleasant Ridge Police Department personnel may be unsuccessful. This Agreement does not, and is not intended to, include any warranty, promise, or guarantee of any kind concerning the provision of Police dispatch services by the Berkley Department of Public Safety to Pleasant Ridge Police Department personnel, except that the Berkley Department

of Public Safety will make a reasonable effort to provide such Police dispatch services and will do so consistent with existing and future Berkley Department of Public Safety communication and dispatch policies, procedures, orders, and standards, and applicable federal and state requirements.

e. This Agreement does not, nor is it intended to, obligate or require the Berkley Department of Public Safety to change, alter, modify, or develop any different dispatch related procedures, policies, or standards, or to purchase or use any special or additional equipment, or to prohibit the Berkley Department of Public Safety from implementing any future communication-related changes the Berkley Public Safety Department, in its sole judgment and discretion, believes to be in its best interest.

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

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

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

i. Warrant Entry/Cancellation Services – Pleasant Ridge Officers will be responsible for retrieval of warrant documents from courts and deliver documents to Berkley Public Safety for entry. Warrants will be timestamped upon arrival at Berkley Public Safety. Warrants shall be entered within forty-eight (48) hours of receipt. LEIN entry confirmation shall be attached to the warrant and maintained in the “warrant drawer” for Pleasant Ridge located at the Berkley Public Safety Department. Berkley personnel

shall notify Pleasant Ridge personnel of any warrant confirmations. Upon warrant cancellation, the original warrant and all LEIN work shall be placed in the Pleasant Ridge Police designated file or mailbox. Pleasant Ridge personnel shall retrieve documents in the file/mailbox on a weekly basis. The LEIN audit shall be the responsibility of the Pleasant Ridge Police LEIN TAC. The Pleasant Ridge LEIN TAC shall be responsible for retrieval of any documents necessary to perform the Pleasant Ridge LEIN audit. Warrant entries shall be processed in conformance with the Berkley Public Safety warrant entry procedures/policies.

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

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

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

8. **Governmental Immunity and Authority Unaffected.** Nothing in this Agreement is intended, nor shall it operate to diminish, delegate, divest, impair, or contravene any

constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of either Municipality or any of its agents.

9. **Term of Agreement.** This Agreement shall be effective for a term commencing on July 1, 2026 and continuing until June 30, 2030.

a. This Agreement may be terminated at any time for any reason, and with or without cause, by the written agreement of Berkley and Pleasant Ridge, approved by the concurrent resolutions of Berkley City Council and Pleasant Ridge City Commission. Said agreement shall provide a period of at least 90 days before the termination becomes effective and the services set forth in this Agreement are discontinued.

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

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

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

11. **Compensation.** In consideration for the services provided by Berkley under this Agreement, Pleasant Ridge will pay Berkley an annual amount as reflected in the following chart, which is calculated based on the percentage of the total population of all the local government units for which Berkley provides similar services for compensation:

Time Period	Annual Amount
July 1, 2026 through June 30, 2027	\$44,850.00
July 1, 2027 through June 30, 2028	\$56,875.68

July 1, 2028 through June 30, 2029	\$68,901.36, plus increase equivalent to the % raise offered to the Berkley dispatch union
July 1, 2029 through June 30, 2030	Increase equivalent to the % raise offered to the Berkley dispatch union

Pleasant Ridge will be billed on a quarterly basis, in equal installments. Payment is due within thirty (30) days after invoicing by Berkley.

12. **Change in Circumstance.** Pleasant Ridge and Berkley agree to renegotiate Compensation in good faith if Berkley enters into a similar agreement to provide similar services for compensation to additional local government units, the Village of Beverly Hills and the City of Huntington Woods excepted. However, any increase to the Compensation to be paid by Pleasant Ridge shall be limited to the percentage change in the rate of inflation used in the calculation of the Headlee Millage Reduction Factor (MCL 211.34d). Any adjustment to Compensation must be effectuated by written amendment to this Agreement signed by the parties.

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

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

15. **Notices.** Any notices provided under this Agreement shall be in writing to the Berkley City Manager and Pleasant Ridge City Manager at the addresses listed on Page 1.

16. **Amendments.** Amendments to this Agreement shall be in writing, approved by concurrent resolutions of Berkley City Council and Pleasant Ridge City Commission, and be signed by authorized representatives of the Municipalities.

17. **Severability.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

18. **Applicable Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Municipality. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

19. **No Waiver.** Absent an express written waiver, the failure of a Municipality to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

20. **Compliance with Laws.** Each Municipality shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

21. **Entire Agreement.** This Agreement contains the entire Agreement of the Municipalities with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect to the subject matter of this Agreement.

22. **Filing.** As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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

Dated this ____ day of _____, 2026

CITY OF BERKLEY

By: _____
Name: _____
Title: _____

CITY OF PLEASANT RIDGE

By: _____
Name: _____
Title: _____

DRAFT



MEMORANDUM

To: Madam Mayor and Members of City Council
From: Crystal VanVleck
Date: August 17, 2026
Subject: Interlocal Agreement for Law Enforcement Services with the Village of Beverly Hills.

Madam Mayor and Members of City Council,

Background

The attached agreement is a five-year Interlocal Agreement between the City of Berkley and the Village of Beverly Hills for the provision law enforcement support services, including dispatch services, gun-range use, and lockup services. The term of the agreement will commence on January 1, 2027, and run through June 30, 2031. The City of Berkley currently provides comprehensive law enforcement services (namely dispatch services) to both the City of Pleasant Ridge and the City of Huntington Woods. By taking on Beverly Hills as an additional community, Berkley will expand its regional footprint, creating a more robust and resilient public safety dispatch network.

To accommodate the increased service demand associated with this contract expansion, Berkley will be adding two full-time dispatchers to its staff. While these additions increase direct operational personnel costs, the regional consolidation provided by this contract creates significant economies of scale. Crucially, the addition of Beverly Hills will allow Berkley to fund our dispatch department at a higher level overall, creating the financial capacity to pay a more competitive wage to our dispatch staff. In a challenging labor market, this wage adjustment is a vital strategic tool that will directly improve our ability to recruit and retain top-tier, highly qualified dispatch personnel, ensuring long-term service reliability for all participating municipalities.

Summary

- The City has completed a comprehensive review of our dispatch operations and fee structures, and based our fee structure on a formula that adequately covers the increasing costs of personnel, healthcare costs, and technology and

infrastructure and spreads them equitably across our law enforcement service contracts.

- Active dispatch services are scheduled to commence on February 1, 2027, representing 5 months of service in year 1.
- The first fiscal year's compensation is prorated for eight months, to provide us the time needed to onboard and train the two additional dispatchers prior to the serviced start date. Beverly Hills will pay a prorated flat sum of \$231,600.00 for this initial period. Subsequent years transition to full flat annual rates, paid in equal quarterly installments.

Recommendation

Motion to (approve/deny/postpone) the Interlocal Agreement for Law Enforcement Services with the Village of Beverly Hills.

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN
THE VILLAGE OF BEVERLY HILLS AND THE CITY OF BERKLEY**

The Village of Beverly Hills, Michigan (“Beverly Hills”), a Michigan Municipal Corporation with offices 18500 West 13 Mile Road, Beverly Hills, Michigan 48025, and the City of Berkley, Michigan, (“Berkley”), a Michigan Municipal Corporation with offices at 3338 Coolidge Highway, Berkley, Michigan 48072, hereby enter into the following agreement:

RECITALS:

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

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

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

IT IS THEREFORE AGREED:

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

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

b. “Beverly Hills,” “Beverly Hills Village Council,” and “Beverly Hills Village Manager” shall mean Beverly Hills, its Council, and its Village Manager, respectively.

c. “Department of Public Safety Rules and Regulations,” shall mean all state, federal and local laws, rules and regulations, including Berkley Department of Public Safety General Orders, Rules and Regulations.

d. “Emergency Service Area,” shall mean the current municipal boundary of the Village of Beverly Hills.

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

f. “Municipality” shall mean either the City of Berkley or the Village of Beverly Hills, and when plural it shall mean both Berkley and Beverly Hills.

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

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

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

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

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

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

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

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

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

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

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

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

d. Refusal of Prisoners. Berkley reserves the right to refuse admittance to its lockup of any prisoner who is deemed unacceptable for housing in Berkley lockup for any reason in the opinion of the Berkley officer-in-charge (or his/her designee), including but not limited to refusal of admittance to any prisoner suffering from mental illness or from a medical condition that threatens the security or the efficient operation of Berkley's lockup.

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

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

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

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

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

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

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

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

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

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

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

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

3. Use of Berkley Department of Public Safety Firearms Range. Berkley agrees to allow Beverly Hills Public Safety Department personnel to utilize the firearms range located in the Berkley Department of Public Safety building while this agreement is in effect under the following terms:

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

b. Beverly Hills personnel will provide their own ammunition and targets.

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

4. **Police and Fire Dispatch Services.** The Municipalities agree that Berkley shall provide Police and Fire Dispatch Services as follows:

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

b. In connection with Berkley's provision of Police and Fire Dispatch Services to Beverly Hills, the parties agree to the following procedures:

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

(ii) Berkley Department of Public Safety will transfer all calls received that require a fire/medical response in Beverly Hills to the Beverly Hills Public Safety Department.

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

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

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

associated with providing available Beverly Hills Public Safety Department personnel to receive and respond to Police and Fire dispatch services in a timely and professional manner.

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

e. This Agreement does not, nor is it intended to, obligate or require the Berkley Department of Public Safety to change, alter, modify, or develop any different dispatch related procedures, policies, or standards, or to purchase or use any special or additional equipment, or to prohibit the Berkley Department of Public Safety from implementing any future communication-related changes the Berkley Public Safety Department, in its sole judgment and discretion, believes to be in its best interest.

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

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

h. The Berkley Department of Public Safety may, at its sole discretion and expense, inspect any Beverly Hills Public Safety Department radio or other communication equipment to ensure that it conforms to Berkley Department of Public Safety dispatching procedures, policies, standards, technical specifications, and federal and state requirements. If the inspection reveals nonconformance, the Berkley Department of Public Safety shall notify Beverly Hills Public Safety Department in writing about the specific

nonconformities. Beverly Hills Public Safety Department shall promptly address and correct the nonconformities at its own expense. If Beverly Hills Public Safety Department fails to do so, the Berkley Department of Public Safety may terminate or cancel the Police and Fire Dispatch Services set forth in this Agreement.

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

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

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

In executing this Agreement, Berkley does not assume liability or responsibility for, or in any way release, Beverly Hills from any liability or responsibility to the extent that it arises from the existence or effect of Beverly Hills’ Village Charter, ordinances, policies, rules or regulations. To the extent that any cause, claim, suit, action, or administrative proceeding is commenced in which

the enforceability and/or validity of any such Charter provision, ordinance, policy, rule, or regulation is at issue, Beverly Hills shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Beverly Hills, Beverly Hills shall fully satisfy the same including all chargeable costs and reasonable attorney fees. In the event of a claim, loss or liability based upon the alleged concurrent or joint negligence or tortious wrongdoing of the parties, the parties shall bear their respective liability, including costs, in accordance with the laws of the State of Michigan.

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

8. **Term of Agreement.** This Agreement shall be effective for a term commencing on January 1, 2027, and continuing until June 30, 2031.

a. This Agreement may be terminated at any time for any reason, and with or without cause, by the written agreement of Berkley and Beverly Hills, approved by the concurrent resolutions of Berkley City Council and Beverly Hills Village Council. Said agreement shall provide a period of at least 90 days before the termination becomes effective and the services set forth in this Agreement are discontinued.

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

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

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

10. **Compensation.** In consideration for the services provided by Berkley under this Agreement, Beverly Hills will pay Berkley an annual amount in accordance with the following chart:

Time Period	Annual Amount
February 1, 2027 through June 30, 2027	\$231,600.00
July 1, 2027 through June 30, 2028	\$363,765.00
July 1, 2028 through June 30, 2029	\$363,765.00, plus increase equivalent to the % raise offered to the Berkley dispatch union
July 1, 2029 through June 30, 2030	The lessor of the increase in raise offered to the Berkely Dispatch Union, or the rate of inflation used in the calculation of the Headlee Millage Reduction Factor (MCL 211.34d).
July 1, 2030 through June 30, 2031	The lessor of the increase in raise offered to the Berkely Dispatch Union, or the rate of inflation used in the calculation of the Headlee Millage Reduction Factor (MCL 211.34d).

Beverly Hills will be billed on a quarterly basis, in equal installments. Payment is due within thirty (30) days after invoicing by Berkley.

11. **Change in Circumstance.** Beverly Hills and Berkley acknowledge and agree that this Agreement and the services described herein shall be limited to the Emergency Service Area. Beverly Hills and Berkley further agree that any change in the Emergency Service Area, the scope of services to be provided, or the provision of similar services by Berkley to additional local government units, the Cities of Pleasant Ridge and Huntington Woods excepted, is subject to re-negotiation of Compensation, which may be effectuated by written amendment to this Agreement signed by the parties. In any event, Beverly Hills agrees that any changes to the Emergency Service Area will be preceded by ninety (90) days' written notice to the City to provide time for discussion and negotiation of satisfactory terms and to provide sufficient time to make equipment and recordkeeping modifications.

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

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

14. **Notices.** Any notices provided under this Agreement shall be in writing to the Berkley City Manager and Beverly Hills Village Manager at the addresses listed on Page 1.

15. **Amendments.** Amendments to this Agreement shall be in writing, approved by concurrent resolutions of Berkley City Council and Beverly Hills Village Council, and be signed by authorized representatives of the Municipalities.

16. **Severability.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

17. **Applicable Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Municipality. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

18. **No Waiver.** Absent an express written waiver, the failure of a Municipality to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

19. **Compliance with Laws.** Each Municipality shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

20. **Entire Agreement.** This Agreement contains the entire Agreement of the Municipalities with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect to the subject matter of this Agreement.

21. **Filing.** As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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

Dated this ____ day of _____, 2026

CITY OF BERKLEY

By: _____
Name: _____
Title: _____

VILLAGE OF BEVERLY HILLS

By: _____
Name: _____
Title: _____



MEMORANDUM

To: Madam Mayor and Members of City Council
From: Crystal VanVleck
Date: August 17, 2026
Subject: Letter of Understanding with the Berkley Police Service Aide Association/Michigan Association of Police (Dispatch Union).

Madam Mayor and Members of City Council,

Background

This LOU modifies the current Collective Bargaining Agreement with the Berkley Police Service Aide Association/Michigan Association of Police (Dispatch Union). It establishes key operational and economic changes that will take effect only if the City of Berkley assumes dispatching services for the Village of Beverly Hills.

Summary

To compensate for the expanded responsibilities of providing dispatch services to an additional jurisdiction, the LOU introduces several competitive economic adjustments for members of the bargaining unit, effective upon service implementation:

- Wage Increase & Signing Bonus: A five percent (5%) base wage increase and a one-time signing bonus of \$1,000.
- Midnight Shift Differential: A two percent (2%) shift differential will be established specifically for hours worked on the midnight shift, starting upon implementation.
- Public Safety Assistant (PSA) Mandatory Call-In Premium: If a PSA shift is left open due to a sick call, vacation, or training, the lowest-senior PSA will be ordered in to cover. Any PSA ordered in under this mandatory coverage provision will be compensated at double (2.0x) their hourly rate.
- Other adjustments were made to the contract to mirror the language and administrative processes of the PSO and Command Collective Bargaining

Agreements, including the implementation of a swing shift that mirror's the Command contract.

- The implementation of all economic benefits and operational changes specified in this agreement is strictly conditional upon an affirmative vote by both the City of Berkley City Council and the Village Council for the Village of Beverly Hills.

Recommendation

Motion to (approve/deny/postpone) the Letter of Understanding with the Berkley Police Service Aide Association/Michigan Association of Police (Dispatch Union).

CONTRACT AMENDMENT AND MODIFICATION

This agreement is entered into between the City of Berkley ("City") and the Michigan Association of Police – Dispatch Unit City of Berkley ("Union").

Whereas, the City and the Union are parties to a Collective Bargaining Agreement which was effective until June 30, 2027 as extended to June 30, 2028;

Whereas, the City and the Union have engaged in discussions which would result in an amendment to the current terms of the Collective Bargaining Agreement;

Whereas, the City and the Union have discussed as a condition of this agreement an effective date for these modifications to occur, the City of Berkley would assume dispatching services for the Village of Beverly Hills;

Whereas, the Union understands that the implementation of the economic consideration provided for in this agreement is conditioned upon the effective date of providing that service.

Now, therefore, be it resolved:

1. In the event the City of Berkley and the Village of Beverly Hills engage in an agreement for the City of Berkley to provide dispatching services, the following changes shall occur to the bargaining unit:

A. A five percent (5%) wage increase and one-time signing bonus of \$1,000 which shall be effective from the date of implementation or an earlier date as determined by the City Manager.

B. Effective upon the implementation of this modification, the City shall provide a two percent (2%) shift differential for the midnight shift.

2. COMPENSATORY TIME OFF: An employee may accumulate up to 300 hours of overtime work as compensatory time. Such compensatory time may be taken off upon approval of the Shift Commander at those times when it would not necessitate making up shift shortage. Overtime work at time and one-half rates may be accumulated as compensatory time at time and one-half. Anything in excess of 300 hours shall be paid at time and one-half.

A. Accumulated compensatory time may not be bought back at any time other than when an employee retires or during the December buy-back period.

- B. Effective each December a bargaining unit member shall select to receive the additional 4 hours of time earned per pay period as pay or compensatory time off for the upcoming calendar year. In the event the member selects to receive the 104 hours as compensatory time twelve hours (12) hours shall be treated as an EPL Day. The remaining ninety-two (92) hours shall be subject to the compensatory time rules.

3. The parties agree that Animal Control Officer shall be placed on the 84-hour schedule in accordance with members of the dispatch unit.

4. Article 11 of the parties' Collective Bargaining Agreement, sick leave shall be updated to reflect sick time shall be accrued at the rate of ten (10) hours per month.

5. Article 14.3.(l). In the event a PSA is open due to a sick call vacation training, the lowest senior PSA will be ordered in to cover a shift. This shall be paid at a rate of two (2) times their hourly rate, in the event an individual is ordered in.

6. Personnel shall earn thirty-six (36) hours of personal time per year.

- A. Personnel will receive twelve (12) hours of that time as Emergency Personal Leave (EPL). EPL can be used to cause a spot of overtime.
- B. The EPL day cannot be used on the following days, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Fourth of July, Thanksgiving or Easter. The EPL day also may not be used on other days designated by the Director as Mandatory Attendance days where all staff are working, such as Woodward Dream Cruise, without the Director's approval.
- C. Only one officer per union, per squad, per day may be on EPL at the same time unless approved by the Director.
- D. Any EPL time remaining unused at the end of the final pay period of the year will be converted to Comp Time at the rate of 1.5 times and placed in the Comp Time bank. No other PL time will be converted.

- E. Personal Days must be used in the year in which they are earned, and may not be carried from one year to the next, or be bought back.

7. The City and the Union expressly agree that the terms of this agreement shall only be implemented upon an affirmative vote of the City of Berkley City Council and the Village Council for the Village of Beverly Hills. Furthermore, the implementation of these economic benefits shall only occur upon the actual effective date of providing the service. In the event the agreement is not reached, these terms and conditions shall remain as they were prior to this letter of agreement.

8. The City and the Union agree that the Director shall adopt a policy, which is referenced in this agreement, regarding scheduling and staffing. These requirements will be subject to the size of the jurisdiction served by the agency.

9. Dispatcher Swing Shift, the parties agree that there shall be a swing shift. The primary purpose of this shift is to reduce foreseen overtime such as training, vacation, FLMA etc. for Dispatchers only, as well as to have a Dispatcher on duty at all times.

- A. After vacation picks have been posted on the schedule, the Swing Shift Dispatcher will meet with the Lieutenant in charge of the schedule and complete their leave days.
- B. The Swing Shift Dispatcher will not be scheduled to work more than (4) 12-hour days in a row. The Swing Shift Dispatcher will then have a minimum of (2) scheduled consecutive days off. The Swing Shift Dispatcher may volunteer to work more than (4) 12-hour days in a row.
- C. The Swing Shift Dispatcher's schedule will be set 45 days in advance. Outside of 45 days, the Swing Shift Dispatcher's schedule can be altered.
- D. Emergency forced changes to the Swing Shift Dispatcher's schedule (injury or other unforeseen extended leave for Dispatchers only) will be no less than (2) weeks prior to the scheduled day

10. The parties agree that the Agreement in effect until June 30, 2027 shall remain in place except as modified in this Agreement.

City of Berkley

MAP Dispatch Unit



**City of Berkley, Michigan
Public Safety General Orders**

Effective Date:
07/01/2026

Page 1 of 1

Approved by: *Director Matthew Koehn*

Matthew Koehn
Director of Public Safety

Title:

Dispatch Staffing Policy

I. PURPOSE

The purpose of this policy is to set adequate staff levels for the City of Berkley Dispatch Center. The policy shall ensure that the City is able to meet the service demand requirements while providing adequate services based on the total population serviced.

II. POLICY

The City of Berkley Public Safety Administration will maintain a minimum of trained dispatchers depending on the total service population. The City shall maintain a minimum of two (2) certified dispatchers while providing services to the Village of Beverly Hills in addition to the Cities of Berkley, Pleasant Ridge and Huntington Woods.

In the event the City no longer provides services to the Village of Beverly Hills this policy shall be automatically rescinded.

III. DISCLAIMER

This policy shall serve to set the minimum staff levels on each shift based on the population serviced by the dispatch center. In the event the Administration wants to schedule in excess of this policy there is no restriction to do so.



MEMORANDUM

To: Madam Mayor and Members of City Council
From: Crystal VanVleck
Date: August 17, 2026
Subject: City Council 2026-2027 Meeting Dates Amendment.

Madam Mayor and Members of City Council,

Background

- The City Clerk's Office annually puts forth the City Council's proposed meeting schedule for approval. This year's dates were approved at the Regular Meeting of City Council on December 15, 2025.
- Considerations while creating the meeting calendar include the first and third Monday schedule, holidays, election dates, and Council Rules & Order of Procedure.

Summary The 2026 City Council meeting schedule has been amended to reschedule the work session and regular meeting originally planned for Monday, September 14, 2026, to Tuesday, September 8, 2026. This amendment is designed to test a new scheduling strategy following holiday-related cancellations.

Traditionally, when a regular Monday meeting is canceled due to a holiday (such as Labor Day on Monday, September 7, 2026), the session has been postponed to the following week (Monday, September 14). This results in back-to-back weekly sessions (in this case, on September 14 and September 21). This compressed schedule creates administrative challenges. City staff must compile agendas, draft minutes, and prepare complex legislative materials for two sessions back-to-back. Additionally, Council members have limited time to thoroughly review meeting materials.

To address these challenges, we are testing a new policy: moving the holiday-canceled meeting to the immediately following Tuesday, September 8, 2026, instead of the following week. Shifting the session to Tuesday preserves the established biweekly

cadence of the Council's calendar. By maintaining a consistent two-week interval between meetings (August 17 to September 8, and September 8 to September 21), this adjustment distributes the legislative workload more evenly across the month.

If this cadence is preferred, we will return with an amended 2027 schedule at the end of this year.

2026 (Amended)
Work Session Monday, January 5, 2026
Regular Meeting Monday, January 5, 2026
Work Session Monday, January 26, 2026
Regular Meeting Monday, January 26, 2026
Work Session Monday, February 2, 2026
Regular Meeting Monday, February 2, 2026
Work Session Monday, February 23, 2026
Regular Meeting Monday, February 23, 2026
Work Session Monday, March 2, 2026
Regular Meeting Monday, March 2, 2026
Work Session Monday, March 16, 2026
Regular Meeting Monday, March 16, 2026
Work Session Monday, April 6, 2026
Regular Meeting Monday, April 6, 2026
Work Session Monday, April 20, 2026
Regular Meeting Monday, April 20, 2026
Work Session Monday, May 4, 2026

Regular Meeting Monday, May 4, 2026
Work Session Monday, May 18, 2026
Regular Meeting Monday, May 18, 2026
Work Session Monday, June 1, 2026
Regular Meeting Monday, June 1, 2026
Work Session Monday, June 15, 2026
Regular Meeting Monday, June 15, 2026
Work Session Monday, July 6, 2026
Regular Meeting Monday, July 6, 2026
Work Session Monday, July 20, 2026
Regular Meeting Monday, July 20, 2026
Work Session Monday, August 17, 2026
Regular Meeting Monday, August 17, 2026
Work Session Tuesday, September 8, 2026 (Amended)
Regular Meeting Tuesday, September 8, 2026 (Amended)
Work Session Monday, September 21, 2026
Regular Meeting Monday, September 21, 2026
Work Session Monday, October 5, 2026
Regular Meeting Monday, October 5, 2026
Work Session Monday, October 19, 2026

Regular Meeting Monday, October 19, 2026
Work Session Monday, November 16, 2026
Regular Meeting Monday, November 16, 2026
Work Session Monday, December 7, 2026
Regular Meeting Monday, December 7, 2026
Work Session Monday, December 21, 2026
Regular Meeting Monday, December 21, 2026

Recommendation

Motion to (approve/deny/postpone) the amended 2026-2027 Council meeting schedule.