



**CITY OF BERKLEY PUBLIC NOTICE
REGULAR CITY COUNCIL MEETING
Monday, February 23, 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, February 2, 2026.
- 2) [Consideration](#) of the Mayor and City Manager entering into an Oakland County P25 Simulcast System Interlocal Agreement Between Oakland County and the City of Berkley.
- 3) [Warrant](#) List No. 1419.

REGULAR AGENDA

- 1) Recognitions or presentations from the Consent Agenda.
- 2) Update from 44th District Court Judge Andrew Kowalkowski.
- 3) Update from 19th District Oakland County Commissioner Charlie Cavell.

- 4) Marathon Health MiLife Consortium [Presentation](#).
- 5) [Resolution](#) to add Berkley Entertainment LLC dba The Berkley Theater located at 2960 Twelve Mile Road to the Berkley Outdoor Social Scene (BOSS) Social District.
- 6) An [ordinance](#) of the City Council of the City of Berkley, Michigan to amend Section 74-1 through Section 74-12 of Chapter 74, Noise, of the Berkley City Code.
- 7) An [ordinance](#) of the City Council of the City of Berkley, Michigan, to amend Chapter 82, Article XI, Municipal Civil Infractions, of the Berkley City Code.
- 8) An [ordinance](#) of the City Council of the City of Berkley, Michigan to amend Chapter 26, Article VII, Residential Grading and Drainage Standards, Section 26-336(c) to amend as built drawing procedures for single family residential construction.
- 9) An [ordinance](#) of the City Council of the City of Berkley, Michigan, to amend Section 130-79 of Chapter 130, Article III, Noxious Weeds, of the Berkley City Code.
- 10) An [ordinance](#) of the City Council of the City of Berkley, Michigan, to amend Chapter 38, Article III, Snow Emergencies, Section 38-33 of the City of Berkley Code.
- 11) Updates to the [fee schedule](#).

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, FEBRUARY 2, 2026 BY MAYOR DEAN**

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

ABSENT: Councilmember Clarence Black

OTHER STAFF PRESENT:

City Manager Crystal VanVleck
City Attorney Lisa Hamameh
City Clerk Victoria Mitchell
Public Safety Director Matt Koehn
Communications Director Caitlin Flora
Parks & Recreation Director Dan McMinn

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Joshua Hunter, Berkley, spoke regarding the City Attorney's oath.

CONSENT AGENDA

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

Minutes of the Regular City Council meeting on Monday, January 26, 2026, Special City Council meeting on Friday, January 23, 2026, and Special City Council meeting on Monday, January 26, 2026.

Utilize Oakland County Cooperative Contract 011677/011678 with DVM Utilities for Sewer Lining Services.

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

Regular Agenda

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

None.

Legislative update from State Rep. Natalie Price:

- Rep. Price said that she feels good to be back in her family's hometown of Berkley.
- She said that she has very fond memories of serving on city council not that long ago.
- She said that she represents all of Berkley, all of Huntington Woods, most of Royal Oak, most of Birmingham, half of Beverly Hills, and parts of Bloomfield Township and Southfield, in the new House District 6.
 - Rep. Price said that she tries to visit each year at the beginning to provide a year-in-review, explaining how the past year went and outlining priorities for the coming year.
- She said that before her standard year-in-review, she spent time last week in Minneapolis meeting with legislators and community organizers.
 - She said that she decided to go because, in this moment, state and local leaders need to witness what is happening, learn from people on the ground, and bring lessons back to Michigan to better protect communities and democracy.
 - She said that what happens in one state affects all of us, and that Minneapolis' work will help shape how Michigan organizes, legislates, and holds those in power accountable.
 - Rep. Price said that Michigan is not waiting to see what other states are doing and noted legislation in Lansing that requires immediate response to federal overreach.
 - She said that she had slides to show examples of legislation and provided some baseline information before addressing ICE and federal overreach.
- Rep. Price said that during her first term, there was a Democratic trifecta in Lansing and many important laws were passed.
 - She said that now, in 2024, the House is under Republican control, creating a split legislature similar to Minnesota.
 - She said that the 2024 legislative year was the least productive in history in terms of laws signed, which deeply distresses her.
 - She said that tariffs and federal cuts to Medicaid, SNAP, and other state-run programs are slowing economic growth, and Michigan is bracing for these impacts.
- Rep. Price said that she supported local project disclosure and submission rules, and provided bill numbers for reference.
- She said these bills are also supported by the Michigan Municipal League, and she is a proud member of the municipal caucus advocating for municipal control and resources.
- She said that she supported creating the public safety and violence prevention trust fund.
- She said that despite some decreased constitutional revenue sharing, she advocates for municipalities to receive those funds in addition to the trust fund, not instead of it.
- Rep. Price said that she voted against requiring grantees to cooperate with ICE, as Republican control of the House is pushing municipalities to sign agreements with ICE without additional resources.
- She said that ICE is focused on immigration enforcement, not public safety, and municipalities should not be forced to act outside their scope.
 - She said that she voted against House Resolution 19.
 - Rep. Price said that she co-sponsored legislation introduced by Democrats to amend the state constitution to prevent federal suspension of fair trial rights, allow state legislators to visit corrections facilities without notice, and prohibit federal or state officers from masking their identity without immediate health risk.
 - She said that legislation also prohibits state or local revenue from being used for activities violating due process, bans censorship and book bans in libraries, restricts state or federal armed forces without the governor's permission, and limits immigration enforcement in protected places like hospitals, schools, and churches.
 - Rep. Price said that ICE actions make communities less safe and that her Republican colleagues are attempting to require local law enforcement to coordinate with ICE, diverting resources from public safety.
 - She said that Minneapolis DHS agents now outnumber local police nearly 5 to 1, costing over \$2 million in city resources for mandatory overtime.

- She said that these ICE operations intentionally make cities less safe and undermine local law enforcement trust.
- Rep. Price said that in September, Rep. Rheingans introduced a bill (HB4941) prohibiting law enforcement agencies from entering immigration enforcement agreements, which she co-sponsored.
- She said that ICE is not a public safety agency, and under the current president, has become a rogue actor, detaining U.S. citizens based on racially motivated suspicion.
- She said that over 170 American citizens were detained in 2025 alone, and federal agencies are being weaponized politically.
- Rep. Price said that her presence in Michigan is to ensure readiness for potential ICE activity similar to Minneapolis, and to prevent unchecked assaults on communities.
- She said that her focus is also on other Michigan issues, including 2025 legislation updates.
 - Rep. Price said that HB5696 updates laws on vehicle exhaust noise to allow local enforcement, with thanks to Chiefs Koehn (Berkley), Grewe (Birmingham), and Moore (Royal Oak).
 - She said she introduced legislation for sales tax exemptions on firearm safety devices, dog-friendly tasting rooms, prohibiting wage discrimination based on prior compensation, protecting healthcare workers from assault, expanding assisted outpatient treatment, and establishing good cause eviction standards.
- Rep. Price said that she serves on budget committees for appropriations, and she described how the budget process traditionally worked versus under Republican control, highlighting delays and harm to municipalities and schools.
 - She said that fiscal year 2026 included increases in K-12 foundation allowance and the public safety trust fund, but decreases in revenue sharing, behavioral health services, and legislatively directed spending.
 - Rep. Price said that she requested \$1.2 million for lead service lines in Berkley, \$6 million for Detroit Zoo water infrastructure, and \$12.5 million for green stormwater infrastructure, but Republicans decreased these allocations.
 - She said that state project cancellations in December 2025 clawed back \$650 million in funding already promised to communities.
 - Rep. Price said that Attorney General Dana Nessel stated these clawbacks violated the Michigan Constitution.
 - She said her main priorities include strengthening public health infrastructure, protecting healthcare workers, supporting direct care workers, investing in maternal and infant health, addressing racial disparities in healthcare, and collecting and acting on gun violence data.
 - Rep. Price said that she is focused on building Michigan's clean energy future, regulating data centers, ensuring fair taxation, environmental protections, and union labor commitments.
- She said that fully funding public schools, K-12 and beyond, has been a primary motivation for her service.
 - Rep. Price said that she is advocating for clear distinctions in funding for schools versus other general fund uses, ensuring municipalities have dedicated revenue.
 - She said that she is actively working on infrastructure improvements for schools, collaborating with community advocacy groups.
- Rep. Price said that she is available to constituents for legislative updates, know-your-rights trainings, virtual town halls, constituent services, and advocacy for appropriations.
 - She said that residents should reach out for help with state departments, unemployment claims, permits, grants, and resource allocation in communities.
 - Rep. Price said that she encourages engagement on legislative priorities and constituent issues, providing her email and office phone.
 - She said that her next virtual town hall is Friday, February 13th at 11 a.m. on Facebook Live.
- Rep. Price said that her district is safe partly due to local public safety efforts and she appreciates Berkley's commitment to keeping the community safe.

SMART Specialized Services – FY26 contract subject to resolution of the City Attorney's concerns regarding Section 11.

Councilmember Patterson moved to approve Motion No. M-11-26

Seconded by Councilmember Hennen

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

Nays: None

Absent: Black

Motion Approved.

COMMUNICATIONS:

COUNCILMEMBER PATTERSON

- The ZBA meeting scheduled for February 9th was cancelled. There were no cases.
- For Parks and Recreation, a Winterfest update: due to forecasted frigid temperatures and vendors backing out, Winterfest has been postponed until Saturday, February 28th, from 12 to 2 PM. He said that they are looking forward to a great afternoon of family fun and hopefully warmer temperatures where everyone can enjoy it, but not too warm.
- The next Parks and Recreation meeting will be February 17th at 7 PM. At the last meeting they had some new faces, and some residents came out, so hopefully they will have more this time. That always makes it more enjoyable for the board to have the community engaged.

MAYOR PRO TEM GAVIN

- The next meeting of the Berkley Chamber of Commerce is tomorrow, February 3rd at 5:30 PM at the Berkley School District administrative offices.
- The next meeting of the Library Board will be February 18th at 7 PM at the Library.

COUNCILMEMBER BAKER

- The Berkley Historical Committee meets next Tuesday, February 10th. For more information on our history and the committee's work to preserve and promote it, please visit berkleyhistory.com.
- The Downtown Development Authority board meets the very next day, Wednesday, February 11th. For more information on upcoming events, please visit downtownberkley.com.
- As a quick side note, the Berkley Days Committee meets this Wednesday. He said that he looks forward to seeing the additional work going on to help celebrate the 100th anniversary of Berkley Days.
- Quick shout out to our Department of Public Works and the great people there who continue taking care of water main breaks, especially in the sustained cold weather we have had.
- With that in mind, as we shovel snow and deal with winter conditions, remember that February is Heart Health Month. Charles Schulz once said, "Exercise is a dirty word. Every time I hear it, I wash my mouth out with chocolate." That may not be heart-healthy, but eating fruits and vegetables and exercising is something worth considering. Please look into what you can do for your heart health.
- Given all the snow and difficult weather, please be careful of ice on roads and sidewalks, and please hug somebody you love.

COUNCILMEMBER HENNEN

- The Tree Board met last week; the Arbor Day Foundation has again recognized Berkley as a Tree City USA for more than thirty years in a row. We also received the Growth Award again.
 - One hundred twenty-nine trees were planted this fall, and the remaining seventy-one budgeted trees will be planted in the spring, including replacements around the library.
 - Their next meeting will be Monday, February 23rd at 7 PM at the Public Safety Building.
- The Planning Commission will next meet on Tuesday, February 24th at 7 PM here at City Hall.

COUNCILMEMBER ELROD

- The Environmental Advisory Committee is meeting Tuesday, February 17th at 6:30 PM at Public Safety, second floor.
 - As stated at our last meeting, Environmental Advisory is welcoming two new members, which is exciting.
- The Beautification Advisory Committee meets the following week, Wednesday, February 25th. These meetings are open to the public, and we welcome anyone to attend.

CITY MANAGER VANVLECK

- No updates.

CITY ATTORNEY HAMAMEH

- No updates.

MAYOR DEAN

- The view from Coolidge is a little different now, as the former auto parts store is now the new restaurant, The Beverly.
 - She said that she had the opportunity to dine there last Thursday evening. The vibe is warm and welcoming, the food was delicious, and the staff was knowledgeable and friendly. There is also bar seating. They do not take reservations for the bar, but it would be fun to sit there if you could not get a table.
- She said that she wanted to thank Chef Travis for choosing Berkley. She said that she is glad he decided to transform that vacant auto parts store into a restaurant, and she wishes him much success.

ADJOURNMENT:

Councilmember Patterson moved to adjourn the Regular Meeting at 8:03 PM

Seconded by Councilmember Elrod

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

Nays: None

Absent: Black

Motion Approved.

Bridget Dean, Mayor

ATTEST:

Victoria Mitchell, City Clerk



MEMORANDUM

To: Mayor Dean and City Council
From: Matt Koehn

Date: February 23, 2026
Subject: Consideration of the Mayor and City Manager entering into an Oakland County P25 Simulcast System Interlocal Agreement Between Oakland County and the City of Berkley.

Madam Mayor and Members of City Council,

Background

- The City of Berkley currently has an interlocal agreement with Oakland County for the previous county-wide OpenSky Radio System.
- Oakland County has migrated to the P25 Simulcast System, necessitating the need to update the interlocal agreement.
- The Oakland County P25 Simulcast System is a vast improvement in interoperability and has greatly improved safety.

Summary

- Due to the Oakland County migration from the OpenSky Radio System to the Oakland County P25 Simulcast System, a renewal of the interlocal agreement is required.
- City Attorney Lisa Hamameh has reviewed this agreement.

Recommendation

The Department of Public Safety recommends the Mayor and City Manager entering into an Oakland County P25 Simulcast System Interlocal Agreement Between Oakland County and the City of Berkley. This agreement replaces the previous agreement for the OpenSky Radio System.

February 23, 2026 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to (approve/deny/postpone) consideration of the Mayor and City Manager entering into an Oakland County P25 Simulcast System Interlocal Agreement Between Oakland County and the City of Berkley. This agreement replaces the previous agreement for the OpenSky Radio System.

Ayes:

Nays:

Absent:

Motion:

A RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF BERKLEY, MICHIGAN
APPROVING THE P25 SIMULCAST INTERLOCAL
AGREEMENT WITH OAKLAND COUNTY

- WHEREAS:** the City of Berkley, (“City”) has utilized the Oakland County interoperable Radio System since approximately 2004 for law enforcement and fire department operations. The system reached its end of useful life in 2020. The County has implemented a new public safety P25 Simulcast System (“System”), which is integrated with the Michigan Public Safety Communication System (“MPSCS”); and
- WHEREAS:** the Urban Cooperation Act, 1967 PA 7, MCL 124.501, et seq., authorizes the County of Oakland and the City to enter into an Interlocal Agreement for the joint exercise of power (MCL 124.505); and
- WHEREAS:** Oakland County has proposed a new Interlocal Agreement governing the City’s use of the System. This Agreement will supersede and replace the previous agreement; and
- WHEREAS:** the Agreement provides that the County will invoice the City on a quarterly basis for the costs and fees established in the System Policies, which are applicable to the City. The City is required to provide space to the County at no cost, to house county infrastructure equipment and application programming interfaces for the system. The County is to have 24/7 access to the designated City facility to access its equipment for maintenance, repair and replacement; and
- WHEREAS:** the City Council finds acceptable the proposed Agreement with Oakland County for the P25 Simulcast System and the System Policies incorporated into the Agreement; and
- WHEREAS:** the Agreement requires the City to designate the City department that will be responsible for the City’s obligations under the Agreement and the title of the position that will work with the County’s Chief Information Office to try to resolve disputes under the Agreement.

NOW THEREFORE BE IT RESOLVED:

- SECTION 1:** That Berkley’s City Council agrees to the terms and conditions of the P25 Simulcast System Interlocal Agreement with Oakland County.
- SECTION 2:** The City designates the City of Berkley Public Safety Department to be responsible for City’s obligations under the Agreement and designates the Berkley Director of Public Safety to be responsible for working with the County’s Chief Information Officer to try to resolve disputes under the Agreement. .
- SECTION 3:** The City Manager is authorized to execute the Oakland County P25 Simulcast System Interlocal Agreement and bind the City to the terms and conditions contained therein.

Introduced and Passed at a regular City Council Meeting on February 23, 2026.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk



PRIVILEGED AND CONFIDENTIAL
MEMORANDUM

TO: Matt Koehn, Director of Public Safety, City of Berkley

CC: Crystal VanVleck, City Manager
Lisa Hamameh, City Attorney

FROM: Joellen Shortley, Assistant City Attorney

DATE: February 11, 2026

SUBJECT: County P25 Simulcast System Interlocal Agreement

We were requested to review the P25 Simulcast System Interlocal Agreement, which indicates it was approved by the Radio Oversight Committee. Except for the County's standard language in these types of agreements that allows the County to offset late payments from the City from the Delinquent Tax Revolving Fund, we do not have any legal concerns with the Agreement. As explained below, the County's right to offset is standard in many of their Interlocal agreements and not likely to be used by the County since the City will pay the County for amounts due under the Agreement, if any. We recommend that you carefully review the System User Guide and Policy Manual, which is defined as the "System Policies", to ensure you are able to comply with it. Since a new agreement has not been proposed in quite some time, we have provided an overview of the new Agreement.

There has been a County-wide interoperable public safety system since approximately 2004. The system reached its end of life in 2020. The County has been constructing and implementing a new public safety P25 Simulcast System, ("System"), which is integrated with the Michigan Public Safety Communication System. The County is the owner of the System and holder of the FCC license frequencies for the System.

The new Interlocal Agreement terminates the prior Interlocal Agreement and defines the responsibilities of the County and the municipalities regarding the operation, maintenance and repair of the P25 Simulcast System.

The County, through its Information Technology Department ("OCDIT") will be responsible for operating the P25 Simulcast System. The Technical & Policy Committee, defined as an advisory group of subject matter experts, defined in section 7 of the Agreement, will provide advice and recommendations on the management, operation and use of the System.

City requirements

1. **Comply with Laws, Regulations and Policies:** The City is required under the Agreement to follow all applicable laws, regulations, rules and the System Policies, and any amendments to these. The City is required to ensure that their employees, agents and volunteers comply with these same requirements.
2. **Designate a Point of Contact:** The City must designate a contact person and alternate to act as a liaison with the County regarding the management, operation and use of the System.
3. **Facilities:** The City is required to provide space to the County, at no cost, to locate and house Infrastructure Equipment and Application Programming Interfaces ("API") for the System. The location of the space shall be mutually agreed upon and memorialized in writing. The designation of or change to the location does not require an amendment to the Agreement.
4. **Access:** The City shall provide the County, its contractors and representatives of the Michigan Public Safety Communications System, ("MPSCS") with 24/7 access to the City-owned or controlled buildings/facilities to access the Infrastructure Equipment and API for maintenance, repair and replacement. The City may require the County to contact the City prior to arrival; however, this is not required in an emergency situation.
5. **Legacy Frequencies:** If the City uses any legacy frequencies, such as those that may be interfaced through the System, the City shall be the license holder of those legacy frequencies.
6. **Pay for System and Subscriber Equipment:** On a quarterly basis, the County invoices the City for the costs and fees established in the System Policies. The costs are to be paid by the City to the County within 30 days of receipt of an invoice.

County Responsibilities

1. **Monitoring of Use of System:** The County may monitor and audit the City's use of the System and compliance with the System Policies, the Agreement, laws, regulations and rules. The MPCSC may also monitor the System to ensure it is operating pursuant to the Agreement and MPCSC standards.
2. **Subscriber Equipment:** The County will purchase and own the Subscriber Equipment and pay for its maintenance and repair but will not pay for its replacement. If the City purchases Subscriber Equipment, the City will own the Subscriber Equipment and be responsible for its maintenance, repair and replacement. The County will not provide insurance for Subscriber Equipment or the facilities owned by the City.

Disclaimer of Warranties

The County disclaims all warranties of any kind including that the System will meet the City's requirements or that the System will operate uninterrupted, timely, secure, accurate, or error-free.

Technical & Policy Committee

The composition, term, voting and responsibilities of the Technical & Advisory Committee, which is comprised of 5 designated County positions including one appointed by the Oakland County Sheriff. The Police Chief's Association shall appoint 3 individuals to the Committee. Fire Mutual Aid Association MABAS 3202 appoints 1 individual, and 2 individuals are appointed by MABAS 3201, with one of the two required to be from a Public Safety Department. The Committee drafts the System Policies, which are reviewed by County and revised until the County approves the Policies and amendments to the Policies. The Committee provides direction, counsel and recommendations to OCDIT. The Committee is a successor to the CLEMIS Radio Oversight Committee.

System Costs

1. **Payment for System and Subscriber Equipment:** On a quarterly basis, the County invoices the City for the costs and fees established in the System Policies. The costs are to be paid by the City to the County within 45 days' receipt of an invoice.
2. **County Right to Off-Set Fees and Costs:** The County has the right to offset amounts past due from the City and to retain money due to the County from the City from distributions from the Delinquent Tax Revolving Fund (DTRF). This is standard language the County includes in many of its Interlocal agreements. If the City does not pay amounts owed to the County under this Agreement, the County can deduct the amount from the DTRF, which is a fund relating to properties sold through the foreclosure process. Through the DTRF, the County returns the amount of back taxes owed to the City from a delinquent property. It is unlikely the County will need to exercise this right against the City.
3. **Possible Additional Costs:** The County has the right to bill the City for costs in responding to a subpoena, court order or FOIA request.

Duration, Term and Termination

1. **Resolution Required:** The County requires a resolution approving the Agreement and any amendments to the Agreement. I have prepared a resolution for your consideration to provide to the City Council.
2. **Term:** The Agreement remains in effect until cancelled or terminated.
3. **Termination:** The City may terminate the Agreement for any reason upon 60 days written notice to the County. All Subscriber Equipment not purchased by the City shall be returned to the County upon termination. The County can terminate the Agreement upon recommendation of the Technical & Policy Committee or if in the opinion of the County, the System is no longer operational.
4. **Suspension of Services:** The County, on the recommendation of the Technical & Policy Committee, may immediately suspend the City's use of the System for breach of the

Agreement, unexpected technical or security issues and for other reasons provided in section 12.

Assurances and Liability

Each Party to the Agreement is responsible for claims made against them by a third party for the acts or omissions of its employees, agents, or volunteers arising under the Agreement. There is no requirement to indemnify the County or for the County to indemnify the City. Each Party is responsible for obtaining their own licenses and permits.

Dispute Resolution

The Agreement contains a dispute resolution process. Disputes are first discussed between the County's Chief Information Officer and the individual designated by the City. If their discussion does not resolve a dispute, the chief executive officials of each party or their designee will attempt to resolve the dispute.

Information the City needs to provide for the Agreement

The City must provide the following information, with the information for numbers 1, 4 and 5 to be inserted in the Agreement:

1. **Section 2 Responsible Departments:** The County has designated OCIT as the County Department responsible for County obligations under the Agreement. The City is required to designate the name of the City Department to insert into Section 2, which will be responsible for City obligations under the Agreement.
2. **Section 4.2 Public Body Point of Contact:** The City is required to designate at least one person and an alternate to the primary point of contact with the County and act as a liaison between the City and County regarding the management and use of the System. The County has designated the County Radio Communications Supervisor as the County Point of Contact.
3. **Section 9.1 Resolution:** The Agreement requires a Resolution from the City approving the Agreement as well as having the Minutes of a City Council meeting indicate the approval and terms of the Agreement.
4. **Section 20 Notices:** The City must designate the individual(s) and address to receive notices from the County under the Agreement.
5. **Section 21 Dispute Resolution Designee:** The City must provide the title of the position that will first work with the County Chief Information Officer to try to resolve a dispute.

Please let us know if you have any questions.

**OAKLAND COUNTY P25 SIMULCAST SYSTEM
INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY AND CITY OF BERKLEY**

This Agreement ("the Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the City of Berkley, 3338 Coolidge Hwy, Berkley, MI 48067 ("Public Body"). In this Agreement the County and the Public Body may also be referred to individually as "Party" or jointly as "Parties."

INTRODUCTION/PURPOSE OF AGREEMENT.

Since approximately 2004, the County has operated and maintained a County-wide interoperable public safety communications system for use by the County and for use by governmental entities and private public safety entities located within Oakland County ("2004 System"). The County was the owner of the 2004 System. To properly operate, manage, maintain, and repair the 2004 System, the County entered into interlocal agreements with the governmental entities using the 2004 System--delineating the relationship and responsibilities of the parties. That interlocal agreement was approved by the Oakland County Board of Commissioners in Miscellaneous Resolution #05158.

The 2004 System is now end of life and since 2020, the County has been constructing and implementing a new public safety P25 Simulcast System, which is integrated with the Michigan Public Safety Communications System. The P25 Simulcast System replaces the 2004 System. To properly operate, manage, maintain, and repair the P25 Simulcast System, the Parties must enter into an Interlocal Agreement that will terminate the interlocal agreement concerning the 2004 System and delineate the relationship and responsibilities of the Parties regarding the operation, management, maintenance, and repair of the P25 Simulcast System.

Accordingly, pursuant to the Urban Cooperation Act of 1967, 1967 PA7, MCL 124.501, *et seq.*, the County and the Public Body enter into this Agreement for the purposes set forth herein. In addition, through this Agreement and the operation of the P25 Simulcast System, each Party will be better prepared to serve and to provide aid to citizens of and persons in Oakland County, Michigan.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

- 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
- 1.2. **Public Body** means **City of Berkley**, including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, volunteers, and/or any such persons' successors. Public Body may be referred to as Public Agency or Agency in the System Policies.
- 1.3. **Claim** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against the County or the Public Body, or for which the County or the Public Body may become legally and/or contractually obligated to pay or defend against; whether direct, indirect or consequential; whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule or regulation, or any alleged violation of federal or state common law; whether any such claims are brought in law or equity, tort, contract, or otherwise; and/or whether commenced or threatened.
- 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Exhibits** mean the following exhibit(s) and their properly promulgated amendments, which are incorporated by reference into this Agreement:
 - 1.6.1. **Exhibit A**. The System Policies.
- 1.7. **FCC** means the Federal Communications Commission.
- 1.8. **Infrastructure Equipment** means all base stations (receivers and transmitters), combiners, antennae, amplifiers, coaxial cable, generators, shelters, network switches and all associated servers and routers (Network Switching center), network connectivity, software for the operation and management of the System, consoles at public safety answering points and back-up public safety answering points, and gateways.

- 1.9. **Michigan Public Safety Communications System (“MPSCS”)** means a statewide multicast digital radio system operated by the Michigan Department of Technology, Management, and Budget.
- 1.10. **Oakland County Department of Information Technology (“OCDIT”)** means the County Department, which operates and manages the System.
- 1.11. **Oakland County P25 Simulcast System or “System”** means the County-wide interoperable 700/800 MHZ voice/data radio system, which is owned by the County and integrated with the MPSCS—including the Infrastructure and Subscriber Equipment.
- 1.12. **System Policies and Procedures (“System Policies”)** means the Oakland County P25 Simulcast System User Guide and Policy Manual and any amendments thereto created by the Technical & Policy Committee and approved by the Oakland County Chief Information Officer (“OCCIO”), which shall govern the management, operation, and use of the System.
- 1.13. **System Technical and Policy Committee (“Technical & Policy Committee”)** means the committee created pursuant to this Agreement, comprised of the individuals set forth in Section 7 and having the responsibilities set forth herein. The Technical & Policy Committee is neither a separate legal entity nor a department, division, or office of the County, but is an advisory group of subject matter experts created with the intent to provide direction, counsel, and recommendations regarding System management, operation, use and having the responsibilities listed herein. The Technical and Policy Committee is the successor committee to the CLEMIS Radio Oversight Committee (also referred to as the Radio Oversight Committee or Radio Policy Committee).
- 1.14. **Subscriber Equipment** means mobile and portable radios and all accessories thereto, 800 MHZ pagers, control stations, and emergency responder communication enhancement systems (“ERCES”), including but not limited to, bi-directional amplifiers (“BDA”), Wireless Access Point (“WAP”), and vehicle repeater systems (“VRS”).
2. **ENTITIES PERFORMING UNDER THIS AGREEMENT.** All County responsibilities and obligations set forth in this Agreement shall be performed by OCDIT. All Public Body responsibilities and obligations set forth in this Agreement shall be performed by the Berkley Department of Public Safety. The Technical & Policy Committee shall provide direction, counsel, and recommendations to OCDIT concerning System management, operation, and use.
3. **COUNTY RESPONSIBILITIES.**
 - 3.1. **Compliance.** The County shall comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding.

- 3.2. **Access to and Disclosure of Information.** The County may access, use, and disclose to third parties information, records, and any other content to comply with the law, including but not limited to, a subpoena, court order, or Freedom of Information Act request.
- 3.3. **County Point of Contact.** The County Point of Contact is the County Radio Communications Supervisor or successor position. The County Point of Contact will act as a liaison between the Public Body and the County regarding the management, operation, and use of the System. Communication protocols and procedures regarding the operation, management, maintenance, and repair of the System shall be set forth in the System Policies.

4. **PUBLIC BODY RESPONSIBILITIES.**

- 4.1. **Compliance.** The Public Body shall comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding. The Public Body shall require its employees, agents, and volunteers to comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding.
- 4.2. **Public Body Point of Contact.** The Public Body shall designate at least one person and an alternate to be a Point of Contact. The Public Body Point of Contact will act as a liaison between the Public Body and the County regarding the management, operation, and use of the System. The name of Public Body Point of Contact and alternate shall be conveyed to the County Point of Contact. Communication protocols and procedures regarding the operation, management, maintenance, and repair of the System shall be set forth in the System Policies.
- 4.3. **Facilities.** At no cost to the County, the Public Body shall provide space in buildings/facilities under the control of or owned by the Public Body to locate and house Infrastructure Equipment and Application Programming interfaces (“API”) for the System. The location of this space shall be mutually agreed to by the Parties and memorialized in writing; provided that an amendment to this Agreement shall not be needed to memorialize the location of the space. The Parties may change the location at any time pursuant to this Section.
- 4.4. **Access.** The County, the MPSCS, and County contractors shall have 24/7 access to Public Body-owned or controlled buildings/facilities necessary to access Infrastructure Equipment and API for maintenance, repair, and replacement. The Parties acknowledge that the Infrastructure Equipment or API may be located in non-public areas and that the Public Body, at its discretion, may require the County to contact the Public Body Point of Contact prior to arrival; provided that Parties agree that in an emergency situation the County may not be able to contact the Public Body Point of Contact prior to arrival.

5. **OPERATION AND USE OF SYSTEM AND INFRASTRUCTURE EQUIPMENT.**

- 5.1. **System/Infrastructure Equipment Ownership.** Except for otherwise provided herein concerning Subscriber Equipment, the County is the owner of the System.
- 5.2. **System Licenses.** The County is the FCC license holder for all 700/800 MHZ frequencies used in the System. The County shall maintain these licenses and/or modify the licenses as required to manage, operate, and use the System.
- 5.3. **Public Body Use of System.** The County authorizes the Public Body to use the System according to the terms and conditions of this Agreement, the System Policies, all applicable laws, regulations, and rules, and any amendments to the preceding.
- 5.4. **Legacy/Conventional Frequencies.** The Public Body shall be the FCC license holder and maintain any legacy conventional frequencies used by the Public Body, including those interfaced through the System consoles and/or gateways.
- 5.5. **System Maintenance and Repair.** The County shall operate, manage, maintain, and repair the Infrastructure Equipment and System in good order and consistent with industry standards, this Agreement, the System Policies, all applicable laws, regulations, and rules, and any amendments to the proceeding.
- 5.6. **Insurance.** The County shall insure or self-insure the System and all County-owned Infrastructure Equipment in the manner and in the amount it deems necessary.
- 5.7. **Audit/Monitor of System.**
 - 5.7.1. **Monitoring of Use of System.** The County and the County's contractors/subcontractors may monitor and audit the Public Body's use of the System and compliance with the System Policies, this Agreement, and applicable federal and state laws, regulations, and rules. The monitoring and auditing of the System may be performed periodically at the discretion of the County and at the sole expense of the County.
 - 5.7.2. **Monitoring by MPCSC.** The MPCSC shall monitor System functionality to make sure the System is operating pursuant to this Agreement and MPCSC standards.
- 5.8. **Training.** The policies and procedures concerning initial and continual training regarding the use of the System will be set forth in the System Policies.

5.9. **Disclaimer of Warranties.**

5.9.1. THE SYSTEM, INFRASTRUCTURE EQUIPMENT, SUBSCRIBER EQUIPMENT, OR OTHER ITEMS, WHICH ARE PROVIDED TO PUBLIC BODY UNDER THIS AGREEMENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS."

5.9.2. THE COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT.

5.9.3. THE COUNTY MAKES NO WARRANTY THAT: (I) THE SYSTEM WILL MEET PUBLIC BODY'S REQUIREMENTS OR NEEDS OR (II) THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE.

6. **OPERATION AND USE OF SUBSCRIBER EQUIPMENT.**

6.1. **Subscriber Equipment Policies/Procedures.** The policies and procedures for the purchase, operation, programming, repair, replacement, and maintenance of Subscriber Equipment will be set forth in the System Policies.

6.2. **Ownership of Subscriber Equipment.** Subscriber Equipment purchased by the County shall remain the property of the County (regardless of user). As further described and defined in the System Policies, the County shall pay for the maintenance and repair of County-owned Subscriber Equipment (regardless of user), but shall not pay for the replacement of County-owned Subscriber Equipment for whatever reason. Subscriber Equipment purchased by the Public Body shall remain the property of the Public Body and shall be maintained, repaired and replaced by the Public Body pursuant to the System Policies and at its sole cost.

6.3. **Insurance for Subscriber Equipment or Public Body Owned-Facilities.** The County shall not provide insurance for the Subscriber Equipment or Public Body-owned Facilities.

7. **SYSTEM TECHNICAL AND POLICY COMMITTEE.**

7.1. **Creation, Composition and Appointment of Technical & Policy Committee.** The Technical & Policy Committee is created as set forth herein. The Technical & Policy Committee shall be comprised of the following individuals ("Committee Members"):

7.1.1. The County Radio Communications Supervisor or successor position and one alternate designated by the Radio Communications Supervisor;

- 7.1.2. The OCCIO or successor position and an alternate designated by the OCCIO.
 - 7.1.3. One individual appointed by the Oakland County Medical Control Authority (“OCMCA”) and one alternate designated by the OCMCA.
 - 7.1.4. Three individuals appointed by the Oakland County Police Chiefs Association and three alternates designated by the Oakland County Police Chiefs Association;
 - 7.1.5. One individual appointed by the Oakland County Sheriff and one alternate designated by the Oakland County Sheriff;
 - 7.1.6. The Oakland County 911 Coordinator and one alternate designated by the Oakland County 911 Coordinator;
 - 7.1.7. One individual appointed by MABAS 3202 and one alternate designated by MABAS 3202;
 - 7.1.8. Two individuals appointed by MABAS 3201 and two alternates designated by MABAS 3201. One individual and one alternate must be from a Public Safety Department.
 - 7.1.9. The County Public Safety Business Relationship Manager or successor position and one alternate designated by the County Public Safety Business Relationship Manager.
- 7.2. **Term of Committee Members/Vacancy/Replacement.**
- 7.2.1. Each Committee Member shall be appointed for a term of three (3) years, unless the Committee Member is appointed to fill a vacancy caused for a reason other than the expiration of a term.
 - 7.2.2. If a Committee Member position becomes vacant, for a reason other than expiration of term, then the entity or individual that appointed such individual shall appoint an individual to fulfill the remainder of the vacating member’s unexpired term within fourteen (14) Days. The designated alternate does not automatically replace the vacating member’s position.
 - 7.2.3. A Committee Member may be removed from the Technical & Policy Committee at the will of the entity or individual that appointed the Committee Member.
- 7.3. **Quorum/Voting.** A quorum of the Technical & Policy Committee is a majority of those in office. In order to hold a Technical & Policy Committee meeting a quorum must be present. The Policy & Technical Committee shall act and perform its responsibilities by a majority vote of the quorum present at a meeting. Committee Members shall not vote by proxy.

7.4. Committee Responsibilities.

- 7.4.1. The Technical & Policy Committee shall provide direction, counsel, and recommendations to OCDIT regarding the management, operation, and use of the System. The Technical and Policy Committee is the successor committee to the CLEMIS Radio Oversight Committee (also referred to as the Radio Oversight Committee or Radio Policy Committee).
- 7.4.2. The Technical & Policy Committee shall meet at least twice a year or as needed at the call of the Technical & Policy Committee Chairperson.
- 7.4.3. At the first meeting of the Technical & Policy Committee meeting each calendar year, the Committee shall elect a Chairperson, Vice-Chairperson, and Secretary (collectively “the Officers”). Notwithstanding any other provision, the Officers shall continue to serve in their capacities until the next Officers are elected. The Officers shall have the duties and responsibilities set forth below:
 - 7.4.3.1. Chairperson: (1) preside over meetings; (2) set dates, times, and locations for meetings; (3) create and set meeting agendas (4) respond to correspondence received by the Technical & Policy Committee or directs the Secretary to respond, as needed; and (5) ensure Committee Member and alternate appointments are timely received and filled by their appointing bodies/individuals and names are sent to the County Point of Contact.
 - 7.4.3.2. Vice-Chairperson: shall assume the duties of the Chairperson, if the Chairperson is absent or unavailable for any reason.
 - 7.4.3.3. Secretary: (1) sends out meeting notices and agendas; (2) responds to correspondence as directed by Chairperson; (3) keeps records and meeting minutes and disperses records and meeting minutes to Committee Members; and (4) keeps records of Committee Member appointments and terms and advises the Chairperson of these records on a regular basis.
- 7.4.4. The Technical & Policy Committee shall draft the System Policies that govern the management, operation, and use of the System. The System Policies shall be approved by a quorum of the Technical & Policy Committee. The Technical & Policy Committee shall present the System Policies to the OCCIO for approval and implementation. If the OCCIO does not approve the System Policies, then the System Policies shall be returned to the Technical & Policy Committee for review and revision and then re-submitted to the OCCIO. This process shall be repeated until the OCCIO approves the System Policies. Approval by the OCCIO shall not be unreasonably withheld. After approval by the OCCIO, OCDIT shall compile and assemble the System Policies and send them to the Public

Body. Any changes or amendments to the System Policies shall be drafted, approved, and distributed in accordance with this Section.

7.4.5. The Technical & Policy Committee shall review the System Policies at least once a year to determine if changes or amendments are necessary.

8. **FINANCIAL RESPONSIBILITIES.**

- 8.1. The costs and fees associated with the management, operation, and use of the System, the maintenance of the Subscriber Equipment, and the repair, replacement, or purchase of the new Subscriber Equipment shall be set forth in the System Policies. The County shall invoice the Public Body the costs and fees set forth in the System Policies on a quarterly basis, based on calendar year, and the Public Body shall pay such invoice within forty-five (45) Days.
- 8.2. **Cost/Fee Set-Off.** In the event there are any costs or fees imposed and due to the County by the Public Body in connection with this Agreement and/or for the use, operation, or maintenance of the System, the County has the right to offset any amount past due and retain any amount of money due to the Public Body from the County equal to the past due amount, including, but not limited to, distributions from the Delinquent Tax Revolving Fund (DTRF).
- 8.3. **Possible Additional Services and Costs.** If the County is requested by the Public Body or is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Act request, to search for, identify, produce or testify regarding the Public Body's records, data, or information that is stored by or possessed by the County relating to the System, then the Public Body shall reimburse the County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. The County may waive this requirement in its sole discretion.

9. **DURATION OF INTERLOCAL AGREEMENT.**

- 9.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 9.2. This Agreement shall remain in effect until cancelled or terminated by either Party pursuant to Section 11.

10. ASSURANCES/LIABILITY.

- 10.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party and for the acts or omissions of its employees, agents, or volunteers arising under or related to this Agreement.
- 10.2. **Responsibility for Attorney Fees and Costs.** Except as provided in this Agreement, for any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 10.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 10.4. **Costs, Fines, and Fees for Noncompliance.** Each Party shall be solely responsible for all costs, fines, penalties, assessments, and fees associated with its acts or omissions related to this Agreement and/or for noncompliance with this Agreement.
- 10.5. **Governmental Function/Reservation of Rights.**
 - 10.5.1. The Parties acknowledge that the performance of this Agreement is a governmental function, which function is to provide a public safety communications system to serve and to provide aid for the residents and persons in Oakland County, Michigan.
 - 10.5.2. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 10.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 10.7. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.8. **Permits And Licenses.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its

responsibilities under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

11. TERMINATION OR CANCELLATION OF AGREEMENT.

11.1. The Public Body may terminate or cancel this Agreement for any reason upon sixty (60) Days written notice to the County. Within Sixty (60) Days of termination or cancellation of this Agreement, the Public Body must return all Subscriber Equipment (not purchased by the Public Body), all consoles, all control stations, all consolettes, and all ancillary appurtenances to such equipment to the County.

11.2. If Public Body breaches this Agreement, upon sixty (60) Days written notice to the Public Body, the County may terminate or cancel this Agreement upon recommendation by the Technical & Policy Committee, or if in the opinion of the County the System is no longer operational.

11.3. The Interlocal Agreement governing the 2004 System shall terminate upon full execution of this Agreement and this Agreement shall govern the operation and management of the System.

12. SUSPENSION OF SERVICES. County, through the OCCIO and upon recommendation of the Technical & Policy Committee, may immediately suspend Public Body's use of the System for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to use of this System; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if the Public Body's use of the System is suspended under this Section.

13. NO THIRD PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

14. DISCRIMINATION. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

15. FORCE MAJEURE. Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances

beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

16. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. The Public Body shall not delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the County.
17. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.
18. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 20.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Department of Information Technology, **Radio Communications Supervisor**, 1200 North Telegraph Road, Building #49 West, Pontiac, Michigan, 48341 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
 - 20.2. If Notice is sent to the Public Body, it shall be addressed to: Berkley Department of Public Safety, Director of Public Safety, 2395 W 12 Mile Road, Berkley, Michigan 48072 and the Mayor of the City of Berkley, 3338 Coolidge Hwy, Berkley, Michigan 48072.

- 20.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
21. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties must first be submitted to the OCCIO and Public Body's City of Berkley. The OCCIO and Public Body's City of Berkley shall promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in ten (10) business days, the dispute shall be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees shall meet promptly and confer in an effort to resolve such dispute.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the Agreement or other persons as authorized by the Parties' governing body.
24. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Disclaimer of Warranties (Section 5.9); Assurances/Liability (Section 10); and Dispute Resolution (Section 21).
25. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other oral or written Agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
26. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
27. **AUTHORIZATION.** The Parties certify and warrant that their respective signatories have the requisite authority to execute and bind them to this Agreement and the duties and responsibilities contained herein.

IN WITNESS WHEREOF, _____ acknowledges that he/she has been authorized by resolution of the _____, to execute this Agreement on behalf of the Public Body and accepts and binds the Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Bridget Dean, Mayor
City of Berkley

WITNESSED: _____ DATE: _____

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

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

WITNESSED: _____ DATE: _____

February 23, 2026 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to (approve/deny/postpone) Warrant List No. 1419.

Ayes:

Nays:

Absent:

Motion:



CITY OF BERKLEY
WARRANT LIST
#1419
JANUARY 2026

Check Date	Check #	Payee	Description	GL #		Amount
01/05/2026	80235	ALL STATE TREE & LAWN SERVICE, INC.	CONTRACTUAL SERVICES	203-468-818-000	\$	300.00
01/05/2026	80236	ALLIED BUILDING SERVICES OF DETROIT	BUILDING IMPROVEMENTS - PUB SAFETY	101-267-976-345	\$	328.70
01/05/2026	80237	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	101-172-732-000	\$	25.61
			OPERATING SUPPLIES	101-172-732-000	\$	36.84
			OFFICE SUPPLIES	101-191-728-000	\$	235.70
			VEHICLE SUPPLIES	101-443-781-000	\$	33.95
			TOOLS	101-443-787-000	\$	88.99
			OFFICE EQUIPMENT MAINTENANCE	101-790-934-000	\$	169.99
			BOOKS	101-790-978-000	\$	118.54
			BOOKS	101-790-978-000	\$	40.80
			BOOKS	101-790-978-000	\$	114.77
			BOOKS	101-790-978-000	\$	34.87
			BOOKS	101-790-978-000	\$	31.45
			RENTED MATERIALS	101-790-978-001	\$	25.99
			RENTED MATERIALS	101-790-978-001	\$	25.03
			RENTED MATERIALS	101-790-978-001	\$	39.90
			RENTED MATERIALS	101-790-978-001	\$	74.98
			PROGRAM SUPPLIES	592-536-758-000	\$	97.99
			PROGRAM SUPPLIES	592-536-758-000	\$	18.89
			PROGRAM SUPPLIES	592-536-758-000	\$	11.99
					\$	1,226.28
01/05/2026	80238	AVANTE ENTERPRISES, LLC	SUPPLIES	101-345-728-000	\$	160.00

01/05/2026	80239	BERKLEY/HUNTINGTON WOODS	CONTRACTUAL SERVICES	101-101-818-000	\$	1,000.00
01/05/2026	80240	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	\$	12,983.31
					\$	28,194.99
01/05/2026	80241	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	\$	3,148.67
					\$	4,048.29
01/05/2026	80242	CINTAS	MAINTENANCE SUPPLIES - DPW	101-267-776-441	\$	331.15
			MAINTENANCE SUPPLIES - DPW	101-267-776-441	\$	144.82
			UNIFORMS	101-443-744-000	\$	492.76
			UNIFORMS	101-443-744-000	\$	536.76
			CONTRACTUAL SERVICES	208-751-818-000	\$	193.34
					\$	1,698.83
01/05/2026	80243	CMP DISTRIBUTORS, INC	RANGE/TRAINING SUPPLIES	101-345-741-002	\$	219.90
			RANGE/TRAINING SUPPLIES	101-345-741-002	\$	1,300.00
			RANGE/TRAINING SUPPLIES	101-345-741-002	\$	64.20
					\$	1,584.10
01/05/2026	80244	CMV LANDSCAPE & EQUIPMENT COMPANY	CONTRACTUAL SERVICES	202-464-818-000	\$	5,280.00
01/05/2026	80245	CONTRACTORS CONNECTION	PROGRAM SUPPLIES	592-536-758-000	\$	411.60
01/05/2026	80246	CORELOGIC	TAXES PAYABLE	703-000-225-000	\$	2,579.92
			TAXES PAYABLE	703-000-225-000	\$	8,945.23
			TAXES PAYABLE	703-000-225-000	\$	11,553.91
			TAXES PAYABLE	703-000-225-000	\$	3,131.69
					\$	26,210.75

01/05/2026	80247	CUMMINS SALES AND SERVICE	VEHICLE MAINTENANCE	592-536-939-000	\$	96.25
01/05/2026	80248	DETROIT SALT COMPANY	PROGRAM SUPPLIES	202-478-758-000	\$	6,505.77
			PROGRAM SUPPLIES	202-478-758-000	\$	4,087.03
			PROGRAM SUPPLIES	203-478-758-000	\$	2,788.19
			PROGRAM SUPPLIES	203-478-758-000	\$	1,751.58
					\$	15,132.57
01/05/2026	80249	DONALD & VIRGINIA M. VENSEL	BD21-0019 - PB21-0275	101-000-283-000	\$	955.00
01/05/2026	80250	DURST LUMBER & ACE HARDWARE	SUPPLIES	101-345-728-000	\$	32.98
			PROGRAM SUPPLIES	592-536-758-000	\$	9.59
					\$	42.57
01/05/2026	80251	ELISABETH CONGER	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	179.14
01/05/2026	80252	ETNA SUPPLY	COMPUTER SOFTWARE	592-536-986-000	\$	4,000.00
01/05/2026	80253	FERGUSON WATERWORKS #3386	PROGRAM SUPPLIES	592-536-758-000	\$	1,628.03
01/05/2026	80254	FRANKS LANDSCAPING & SUPPLIES LLC.	CONTRACTUAL SERVICES	248-726-818-000	\$	8,880.00
01/05/2026	80255	GRAINGER	TOOLS	101-441-787-000	\$	219.99
01/05/2026	80256	GREAT LAKES WATER AUTHORITY	NONRESIDENTIAL SURCHARGE	592-536-928-000	\$	3,459.85
01/05/2026	80257	GUNNERS METERS & PARTS INC.	PROGRAM SUPPLIES	592-536-758-000	\$	2,400.00
01/05/2026	80258	HENRY FORD HEALTH SYSTEM	PUBLIC SAFETY MEDICAL EXPENSES	101-345-835-000	\$	908.00
			MEDICAL EXPENSES	101-441-835-000	\$	284.50
			MEDICAL EXPENSES	592-536-835-000	\$	284.50

					\$	1,477.00
01/05/2026	80259	HUNT SIGN CO LTD	ADVERTISING	101-441-901-000	\$	50.00
01/05/2026	80260	IB ELECTRIC INC	ELECTRICAL PERMITS	101-001-479-000	\$	186.00
01/05/2026	80261	INTEGRATED SUPPLY NETWORK	TOOLS	101-443-787-000	\$	117.78
01/05/2026	80262	INTERSTATE BILLING SERVICES	VEHICLE SUPPLIES	101-443-781-000	\$	129.48
			VEHICLE SUPPLIES	101-443-781-000	\$	27.31
			VEHICLE SUPPLIES	101-443-781-000	\$	1,046.60
					\$	1,203.39
01/05/2026	80263	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	202-468-818-000	\$	1,682.78
			CONTRACTUAL SERVICES	202-468-818-000	\$	1,426.46
			CONTRACTUAL SERVICES	203-468-818-000	\$	3,926.49
			CONTRACTUAL SERVICES	203-468-818-000	\$	3,328.42
					\$	10,364.15
01/05/2026	80264	JOHNSON CONTROLS, INC.	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	370.70
01/05/2026	80265	JOHNSON HILL LAND ETHICS STUDIO	CONTRACTUAL SERVICES	208-751-818-000	\$	3,222.00
01/05/2026	80266	JOSEPH NAZIONE	PROFESSIONAL DEVELOPMENT	101-441-960-000	\$	33.69
01/05/2026	80267	KANOPY, INC.	DOWNLOADABLE CONTENT	101-790-731-001	\$	320.45
01/05/2026	80268	KIMBALL MIDWEST	VEHICLE SUPPLIES	101-443-781-000	\$	187.43
			VEHICLE SUPPLIES	101-443-781-000	\$	175.40
					\$	362.83

01/05/2026	80269	LECLERC DISPLAY CO. INC.	HOLIDAY LIGHTS	248-724-817-015	\$	34,650.00
01/05/2026	80270	LERETA, LLC	TAXES PAYABLE	703-000-225-000	\$	2,072.84
			TAXES PAYABLE	703-000-225-000	\$	1,433.16
					\$	3,506.00
01/05/2026	80271	LIBRARY IDEAS, LLC	BOOKS FROM DONATIONS	101-790-978-002	\$	242.68
01/05/2026	80272	LIZ BAYER	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	50.00
01/05/2026	80273	LUNGHAMER FORD OF OWOSSO	VEHICLES	101-441-985-000	\$	31,787.00
01/05/2026	80274	MAJIK GRAPHICS, INC.	VEHICLES	101-345-985-000	\$	410.00
01/05/2026	80275	MAPLEPRESS	POSTAGE-PRINTING-MAILING	101-253-730-000	\$	2,779.47
01/05/2026	80276	MARK BOWDICH	TAXES PAYABLE	703-000-225-000	\$	3,025.07
01/05/2026	80277	MCGRATH ELECTRIC, LLC	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	1,350.00
			TOOLS	101-443-787-000	\$	3,825.00
			BUILDING IMPROVEMENTS - PARKS	208-267-976-208	\$	5,183.38
					\$	10,358.38
01/05/2026	80278	MCKENNA	CONTRACTUAL INSPECTIONS	101-745-822-003	\$	14,278.00
			CODE ENFORCEMENT	101-745-822-010	\$	4,939.13
					\$	19,217.13
01/05/2026	80279	MERS OF MICHIGAN	MERS-SERVICE CREDIT PURCHASE	101-254-718-100	\$	26,593.81
01/05/2026	80280	MI BASEMENTS LLC	BUILDING PERMITS	101-001-478-000	\$	182.50
			PLUMBING PERMITS	101-001-481-000	\$	50.00

					\$	232.50
01/05/2026	80281	MIDWEST TAPE	DOWNLOADABLE CONTENT	101-790-731-001	\$	473.12
01/05/2026	80282	MISDU	PAYROLL DEDUCTIONS	101-000-231-000	\$	105.98
			PAYROLL DEDUCTIONS	101-000-231-000	\$	542.76
			PAYROLL DEDUCTIONS	101-000-231-000	\$	105.98
			PAYROLL DEDUCTIONS	101-000-231-000	\$	542.76
					\$	1,297.48
01/05/2026	80283	MSTS RECEIVABLES LLC	VEHICLE SUPPLIES	101-443-781-000	\$	32.99
01/05/2026	80284	NATIONAL LADDER & SCAFFOLD CO.	UNIFORMS	592-536-744-000	\$	64.99
			UNIFORMS	592-536-744-000	\$	133.23
					\$	198.22
01/05/2026	80285	NYE UNIFORM	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	141.90
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	592.50
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	455.50
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	154.50
					\$	1,344.40
01/05/2026	80286	OAKLAND PRESS	BOOKS / PERIODICALS	101-790-731-000	\$	369.99
01/05/2026	80287	OCLC INC	LIBRARY COOP	101-790-828-000	\$	402.84
01/05/2026	80288	OTIS ELEVATOR COMPANY	BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	\$	8,730.36
01/05/2026	80289	OVERDRIVE, INC.	DOWNLOADABLE CONTENT	101-790-731-001	\$	1,353.21
01/05/2026	80290	P. A. MORRIS COMPANY	SECRETARIAL SERVICES	248-722-818-205	\$	150.00

01/05/2026	80291	PEOPLE DRIVEN TECHNOLOGY, INC	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	585.00
01/05/2026	80292	PITNEY BOWES INC.	OFFICE EQUIPMENT RENTAL	101-265-946-000	\$	9.99
			POSTAGE-PRINTING-MAILING	592-536-730-000	\$	69.44
					\$	79.43
01/05/2026	80293	PRESSURE VESSEL TESTING	CASCADE SYSTEM MAINTENANCE	101-345-825-000	\$	340.00
			CASCADE SYSTEM MAINTENANCE	101-345-825-000	\$	235.50
					\$	575.50
01/05/2026	80294	PROGRESSIVE PLUMBING SUPPLY CO.	PROGRAM SUPPLIES	592-536-758-000	\$	201.28
01/05/2026	80295	RAD HATTER MARKETING	DDA - EVENTS	248-724-817-004	\$	290.40
01/05/2026	80296	RED WING BUSINESS ADVANTAGE ACCOUNT	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	340.48
01/05/2026	80297	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	101-000-110-002	\$	10,173.74
			INVENTORY - FUEL & OIL	101-000-110-002	\$	1,331.77
					\$	11,505.51
01/05/2026	80298	ROSATI, SCHULTZ, JOPPICH	CITY ATTORNEY	101-266-825-000	\$	11,180.00
			CITY ATTORNEY	101-266-825-000	\$	2,821.50
					\$	14,001.50
01/05/2026	80299	ROYAL OAK FORD	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	293.48
			VEHICLE SUPPLIES	101-443-781-000	\$	84.13
					\$	377.61
01/05/2026	80300	SOCRRA	RUBBISH COLLECTION	226-528-818-001	\$	35,479.68
			TRASH DISPOSAL	226-528-818-003	\$	943.18
			TRASH DISPOSAL	226-528-818-003	\$	16,696.32
					\$	53,119.18

01/05/2026	80301	SOCWA	BULK WATER	592-536-926-000	\$	76,066.12
01/05/2026	80302	STAPLES	SUPPLIES	101-345-728-000	\$	200.98
			OFFICE SUPPLIES	101-790-728-000	\$	126.29
					\$	327.27
01/05/2026	80303	STEVEN PATTERSON	HISTORIC COMMITTEE	101-000-302-000	\$	360.00
01/05/2026	80304	STREET DUTY	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	805.00
01/05/2026	80305	T-MOBILE	DOWNLOADABLE CONTENT	101-790-731-001	\$	287.00
01/05/2026	80306	T-MOBILE USA, INC	DATA PROCESSING	101-345-814-000	\$	50.00
			DATA PROCESSING	101-345-814-000	\$	100.00
					\$	150.00
01/05/2026	80307	TARGETSOLUTIONS LEARNING LLC	DATA PROCESSING	101-345-814-000	\$	1,102.50
01/05/2026	80308	THE LIBRARY NETWORK	BOOKS / PERIODICALS	101-790-731-000	\$	3,050.85
			LIBRARY COOP	101-790-828-000	\$	357.90
			BOOKS	101-790-978-000	\$	4,234.90
			BOOKS	101-790-978-000	\$	4,170.50
			RENTED MATERIALS	101-790-978-001	\$	496.80
			RENTED MATERIALS	101-790-978-001	\$	385.49
					\$	12,696.44
01/05/2026	80309	THE PLUMBEROLOGIST LLC	PLUMBING PERMITS	101-001-481-000	\$	25.00
01/05/2026	80310	THOMAS FRASER	TAXES PAYABLE	703-000-225-000	\$	1,965.59

01/05/2026	80311	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE SUPPLIES	101-443-781-000	\$	592.03
			VEHICLE SUPPLIES	101-443-781-000	\$	160.44
			VEHICLE SUPPLIES	101-443-781-000	\$	132.00
					\$	884.47
01/05/2026	80312	TYLER TECHNOLOGIES, INC.	FIRE PLAN REVIEW	101-345-754-000	\$	3,175.57
01/05/2026	80313	UNITED FACILITY SUPPLIES	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	\$	71.56
			MAINTENANCE SUPPLIES - PUB SAFETY	101-267-776-345	\$	510.11
			MAINTENANCE SUPPLIES - DPW	101-267-776-441	\$	166.39
			CUSTODIAL SERVICES - LIBRARY	101-267-811-271	\$	137.45
			MAINTENANCE SUPPLIES - PARKS	208-267-776-208	\$	129.79
					\$	1,015.30
01/05/2026	80314	VIGILANTE SECURITY, INC.	BUILDING MAINTENANCE - LIBRARY	101-267-931-271	\$	312.00
01/05/2026	80315	WINDER POLICE EQUIPMENT	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	34.00
01/16/2026	80316	AERKO	RANGE/TRAINING SUPPLIES	101-345-741-002	\$	530.00
01/16/2026	80317	AIRGAS USA, LLC	VEHICLE SUPPLIES	101-443-781-000	\$	67.48
01/16/2026	80318	ALFA CONSTRUCTION GUYS, LLC	BBP24-0035 - PUT24-0076	101-000-283-000	\$	5,000.00
01/16/2026	80319	ALLIED BUILDING SERVICES OF DETROIT	BUILDING IMPROVEMENTS - PARKS	208-267-976-208	\$	3,790.01
			BUILDING IMPROVEMENTS - PARKS	208-267-976-208	\$	5,351.88
					\$	9,141.89
01/16/2026	80320	AMAZON CAPITAL SERVICES	EQUIPMENT SUPPLIES	101-228-778-000	\$	42.60
			EQUIPMENT SUPPLIES	101-228-778-000	\$	39.98
			EQUIPMENT SUPPLIES	101-228-778-000	\$	16.82
			EQUIPMENT SUPPLIES	101-228-778-000	\$	88.32
			EQUIPMENT SUPPLIES	101-228-778-000	\$	23.99

EQUIPMENT SUPPLIES	101-228-778-000	\$	64.38
EQUIPMENT SUPPLIES	101-228-778-000	\$	9.60
EQUIPMENT SUPPLIES	101-228-778-000	\$	39.98
EQUIPMENT SUPPLIES	101-228-778-000	\$	89.94
OFFICE SUPPLIES	101-253-728-000	\$	16.99
MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	\$	14.23
CUSTODIAL SERVICES - CITY HALL	101-267-811-101	\$	249.94
SUPPLIES	101-345-728-000	\$	18.87
SUPPLIES	101-345-728-000	\$	67.44
SUPPLIES	101-345-728-000	\$	12.99
SUPPLIES	101-345-728-000	\$	77.72
SUPPLIES	101-345-728-000	\$	18.87
UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	23.02
UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	147.51
OFFICE SUPPLIES	101-441-728-000	\$	21.77
VEHICLE SUPPLIES	101-443-781-000	\$	156.80
VEHICLE SUPPLIES	101-443-781-000	\$	289.99
VEHICLE SUPPLIES	101-443-781-000	\$	143.03
VEHICLE SUPPLIES	101-443-781-000	\$	9.49
OFFICE EQUIPMENT MAINTENANCE	101-790-934-000	\$	22.99
RENTED MATERIALS	101-790-978-001	\$	5.66
RENTED MATERIALS	101-790-978-001	\$	6.39
RENTED MATERIALS	101-790-978-001	\$	54.99
RENTED MATERIALS	101-790-978-001	\$	11.47
RENTED MATERIALS	101-790-978-001	\$	34.76
RENTED MATERIALS	101-790-978-001	\$	12.31
RENTED MATERIALS	101-790-978-001	\$	16.99
RENTED MATERIALS	101-790-978-001	\$	52.98
RENTED MATERIALS	101-790-978-001	\$	14.95
RENTED MATERIALS	101-790-978-001	\$	30.91
RENTED MATERIALS	101-790-978-001	\$	8.09
RENTED MATERIALS	101-790-978-001	\$	19.96
RENTED MATERIALS	101-790-978-001	\$	24.96
RENTED MATERIALS	101-790-978-001	\$	16.96
RENTED MATERIALS	101-790-978-001	\$	17.49
PROGRAM SUPPLIES	226-528-758-000	\$	28.83
PROGRAM SUPPLIES	592-536-758-000	\$	14.23
PROGRAM SUPPLIES	592-536-758-000	\$	156.86
		\$	<u>2,236.05</u>

01/16/2026

80321

VOID

** VOIDED **

** VOIDED **

01/16/2026	80322	VOID	** VOIDED **			** VOIDED **
01/16/2026	80323	AMY LEIGH	SUPPLIES	101-345-728-000	\$	84.10
01/16/2026	80324	ANDY'S STATEWIDE HTG & COOLING	HEATING PERMITS	101-001-480-000	\$	95.00
01/16/2026	80325	ARMADILLO PRINTWEAR	SUPPLIES	101-345-728-000	\$	240.00
01/16/2026	80326	AT&T	CONTRACTUAL SERVICES	101-228-818-000	\$	195.24
01/16/2026	80327	AUDRIK, INC. DBA ROTO ROOTER	BSW25-0045 - PUT25-0185	101-000-283-000	\$	500.00
01/16/2026	80328	BETTER CITY	CONTRACTUAL SERVICES	101-701-818-000	\$	2,000.00
01/16/2026	80329	BIG D LOCK CITY	MAINTENANCE SUPPLIES - DPW	101-267-776-441	\$	14.00
			BUILDING MAINTENANCE - LIBRARY	101-267-931-271	\$	127.00
			BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	\$	36.00
					\$	177.00
01/16/2026	80330	BISON PLUMBING INC	BSW25-0046 - PUT25-0187	101-000-283-000	\$	27.76
01/16/2026	80331	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	101-254-716-600	\$	15,038.59
			HEALTH CARE-BC/BS RETIREE-MED ADVANTAGE	101-355-716-600	\$	12,583.31
					\$	27,621.90
01/16/2026	80332	BS & A SOFTWARE	COMPUTER SOFTWARE	101-191-986-000	\$	7,057.00
			COMPUTER SOFTWARE	101-215-986-000	\$	812.00
			COMPUTER SOFTWARE	101-253-986-000	\$	1,260.00
			COMPUTER SOFTWARE	101-745-986-000	\$	2,477.00
			COMPUTER SOFTWARE	592-536-986-000	\$	6,007.00

					\$	17,613.00
01/16/2026	80333	CAMELOT CLEANERS	PRISONER BOARD	101-345-753-000	\$	42.50
01/16/2026	80334	CARDCONNECT	CONTRACTUAL SERVICES	208-751-818-000	\$	25.00
01/16/2026	80335	CARLISLE / WORTMAN	CONSULTANT	101-701-817-000	\$	535.00
01/16/2026	80336	CARTER'S PLUMBING	BSW25-0004 - PUT25-0009	101-000-283-000	\$	500.00
01/16/2026	80337	CDW GOVERNMENT, INC.	SOFTWARE MAINT AND SUBSCRIPTIONS	101-228-760-000	\$	267.07
			SOFTWARE MAINT AND SUBSCRIPTIONS	101-228-760-000	\$	3,262.29
			MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	\$	392.12
			DATA PROCESSING	101-345-814-000	\$	3,262.28
			CAR COMPUTERS	101-345-985-001	\$	197.08
			CAR COMPUTERS	101-345-985-001	\$	1,304.52
					\$	8,685.36
01/16/2026	80338	CINTAS	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	\$	73.89
			BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	362.97
			MEDICAL SUPPLIES	101-345-758-011	\$	105.79
					\$	542.65
01/16/2026	80339	CINTAS	UNIFORMS	101-443-744-000	\$	568.77
			UNIFORMS	101-443-744-000	\$	536.76
			UNIFORMS	101-443-744-000	\$	568.77
					\$	1,674.30
01/16/2026	80340	CMP DISTRIBUTORS, INC	RANGE/TRAINING SUPPLIES	101-345-741-002	\$	306.20
01/16/2026	80341	CONTRACTORS CONNECTION	PROGRAM SUPPLIES	592-536-758-000	\$	96.00

01/16/2026	80342	CORELOGIC CENTRALIZED REFUNDS	TAXES PAYABLE	703-000-225-000	\$	3,177.40
01/16/2026	80343	CORELOGIC CENTRALIZED REFUNDS	TAXES PAYABLE	703-000-225-000	\$	1,650.75
01/16/2026	80344	CORTIS BROTHERS TRUCKING & EXCAVATI	BBP25-0017 - PUT25-0025	101-000-283-000	\$	5,000.00
01/16/2026	80345	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	404.72
			VEHICLE MAINTENANCE	211-755-939-000	\$	52.68
			VEHICLE MAINTENANCE	211-755-939-000	\$	89.66
					\$	547.06
01/16/2026	80346	DENITA WALKER	BOOKS / PERIODICALS	101-790-731-000	\$	120.00
01/16/2026	80347	DEPORRE BUILDING, LLC	BBP22-0036 - PSW22-0103	101-000-283-000	\$	5,000.00
01/16/2026	80348	DETROIT SALT COMPANY	PROGRAM SUPPLIES	202-478-758-000	\$	2,199.58
			PROGRAM SUPPLIES	202-478-758-000	\$	2,259.80
			PROGRAM SUPPLIES	202-478-758-000	\$	2,204.45
			PROGRAM SUPPLIES	202-478-758-000	\$	2,310.71
			PROGRAM SUPPLIES	203-478-758-000	\$	942.68
			PROGRAM SUPPLIES	203-478-758-000	\$	968.48
			PROGRAM SUPPLIES	203-478-758-000	\$	944.77
			PROGRAM SUPPLIES	203-478-758-000	\$	990.31
					\$	12,820.78
01/16/2026	80349	DURST LUMBER & ACE HARDWARE	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	\$	25.31
			MAINTENANCE SUPPLIES - PUB SAFETY	101-267-776-345	\$	27.98
			PROGRAM SUPPLIES	592-536-758-000	\$	7.59
			PROGRAM SUPPLIES	592-536-758-000	\$	17.58
			PROGRAM SUPPLIES	592-536-758-000	\$	6.59
			PROGRAM SUPPLIES	592-536-758-000	\$	19.99
					\$	105.04
01/16/2026	80350	EJ USA, INC.	PROGRAM SUPPLIES	592-536-758-000	\$	2,430.10

01/16/2026	80351	ELISABETH CONGER	RENTED MATERIALS	101-790-978-001	\$	134.61
01/16/2026	80352	ERC-LED, LLC	UTILITIES - LED CONVERSION	101-265-920-265	\$	3,431.85
			CONTRACTUAL SERVICES	509-758-818-000	\$	738.15
					\$	4,170.00
01/16/2026	80353	EVA MITCHELL	CONTRACTUAL SERVICES	101-215-818-000	\$	41.25
01/16/2026	80354	FERGUSON WATERWORKS #3386	PROGRAM SUPPLIES	592-536-758-000	\$	4,454.81
01/16/2026	80355	GRECO LAW PLLC	CITY ATTORNEY	101-266-825-000	\$	445.50
01/16/2026	80356	HENRY FORD HEALTH SYSTEM	CONSULTANT	101-191-817-000	\$	725.00
01/16/2026	80357	HILLAN HOMES INC	BBP24-0001 - PUT24-0004	101-000-283-000	\$	5,000.00
01/16/2026	80358	HOME DEPOT CREDIT SERVICES	PROGRAM SUPPLIES	101-441-758-000	\$	138.80
			VEHICLE SUPPLIES	101-443-781-000	\$	71.84
					\$	210.64
01/16/2026	80359	HUNT SIGN	PROGRAM SUPPLIES	202-475-758-000	\$	1,821.00
			PROGRAM SUPPLIES	203-475-758-000	\$	4,249.00
					\$	6,070.00
01/16/2026	80360	HUNT SIGN CO LTD	VEHICLE SUPPLIES	101-443-781-000	\$	60.00
01/16/2026	80361	HYDROCORP	CROSS CONNECTIONS	592-536-822-000	\$	1,769.00
01/16/2026	80362	INTERSTATE BILLING SERVICES	VEHICLE SUPPLIES	101-443-781-000	\$	793.84

01/16/2026	80363	ISCG	BUILDING IMPROVEMENTS - LIBRARY	101-267-976-271	\$	2,519.50
01/16/2026	80364	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	202-468-818-000	\$	1,359.60
			CONTRACTUAL SERVICES	202-468-818-000	\$	746.66
			CONTRACTUAL SERVICES	202-468-818-000	\$	356.62
			CONTRACTUAL SERVICES	203-468-818-000	\$	3,172.40
			CONTRACTUAL SERVICES	203-468-818-000	\$	1,742.22
			CONTRACTUAL SERVICES	203-468-818-000	\$	832.10
					\$	8,209.60
01/16/2026	80365	JACK DOHENY COMPANY	VEHICLE MAINTENANCE	592-536-939-000	\$	1,108.20
01/16/2026	80366	JOHNSON HILL LAND ETHICS STUDIO	CONTRACTUAL SERVICES	208-751-818-000	\$	1,074.00
01/16/2026	80367	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	101-228-946-000	\$	556.27
			OPERATING SUPPLIES	101-305-732-000	\$	120.00
			OFFICE EQUIPMENT MAINTENANCE	101-790-934-000	\$	105.62
			OFFICE EQUIPMENT RENTAL	208-751-946-000	\$	61.81
			OFFICE EQUIPMENT RENTAL	208-751-946-000	\$	302.10
					\$	1,145.80
01/16/2026	80368	LARRY'S WELDING SUPPLY	VEHICLE SUPPLIES	101-443-781-000	\$	62.65
01/16/2026	80369	LERETA, LLC	SUNDRY REVENUE	101-001-672-001	\$	495.14
01/16/2026	80370	LEVINE & SONS INC	BBP25-0072 - PUT25-0183	101-000-283-000	\$	5,000.00
01/16/2026	80371	LEVINE & SONS INC	BBP25-0075 - PUT25-0186	101-000-283-000	\$	5,000.00
01/16/2026	80372	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	\$	1,168.23
			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
					\$	6,863.69
01/16/2026	80373	LUXURY LAWN AND SNOW LLC	CONTRACTUAL SERVICES	211-752-818-000	\$	1,756.00
			CONTRACTUAL SERVICES	211-752-818-000	\$	1,756.00
					\$	3,512.00
01/16/2026	80374	M & L YEAR ROUND SOLUTIONS	BBP25-0070 - PUT25-0181	101-000-283-000	\$	5,000.00
01/16/2026	80375	MALONEY TRUCKING	DPW CONTRACTUAL	592-536-830-000	\$	5,125.00
01/16/2026	80376	MAMC	PROFESSIONAL DEVELOPMENT	101-215-960-000	\$	140.00
01/16/2026	80377	MATTHEW WELLS	MEETINGS & CONFERENCES	101-441-864-000	\$	40.00
01/16/2026	80378	MATTIE STEWART	CONTRACTUAL SERVICES	208-845-818-000	\$	665.00
01/16/2026	80379	MCGARD	PROGRAM SUPPLIES	592-536-758-000	\$	843.95
01/16/2026	80380	METRO PUMP SERVICE	FUEL & OIL	101-441-751-000	\$	698.16
			FUEL & OIL	101-441-751-000	\$	515.00
					\$	1,213.16
01/16/2026	80381	MISDU	PAYROLL DEDUCTIONS	101-000-231-000	\$	82.99
			PAYROLL DEDUCTIONS	101-000-231-000	\$	542.76
					\$	625.75
01/16/2026	80382	NATIONAL LADDER & SCAFFOLD CO.	UNIFORMS	101-443-744-000	\$	393.96
			UNIFORMS	226-528-744-000	\$	76.98

			UNIFORMS	592-537-744-000	\$	84.58
					\$	555.52
01/16/2026	80383	NELSON BROTHERS SEWER & PLUMBING	BUILDING MAINTENANCE - PARKS	208-267-931-208	\$	2,295.00
01/16/2026	80384	O'REILLY AUTOMOTIVE, INC.	VEHICLE SUPPLIES	101-443-781-000	\$	615.38
01/16/2026	80385	OAKLAND COUNTY	CONTRACTUAL SERVICES	101-191-818-000	\$	1,106.98
			CONTRACTUAL SERVICES	101-253-818-000	\$	1,404.72
			DATA PROCESSING	101-345-814-000	\$	1,267.50
			DATA PROCESSING	101-345-814-000	\$	3,062.00
			BULK SEWAGE	592-536-927-000	\$	98,693.76
			STORM FLOW	592-537-927-000	\$	182,597.58
					\$	288,132.54
01/16/2026	80386	OLIVER CONSTRUCTION, INC.	BBP24-0051 - PUT24-0120	101-000-283-000	\$	5,000.00
01/16/2026	80387	ORKIN PEST CONTROL	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	69.48
			PEST CONTROL	248-729-818-207	\$	75.00
			PEST CONTROL	248-729-818-207	\$	75.00
					\$	219.48
01/16/2026	80388	OVERDRIVE, INC.	DOWNLOADABLE CONTENT	101-790-731-001	\$	1,206.79
01/16/2026	80389	PITNEY BOWES GLOBAL FINANCIAL SERV.	OFFICE EQUIPMENT RENTAL	101-228-946-000	\$	799.14
01/16/2026	80390	PITNEY BOWES INC.	EQUIPMENT SUPPLIES	101-228-778-000	\$	265.59
01/16/2026	80391	QUANTUM SERVICES GROUP, LLC	CONTRACTUAL SERVICES	101-228-818-000	\$	1,642.00
			CONTRACTUAL SERVICES	101-228-818-000	\$	1,642.00
					\$	3,284.00

01/16/2026	80392	RAD HATTER MARKETING	CONTRACTUAL SERVICES	248-726-818-000	\$	3,392.00
01/16/2026	80393	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	101-000-110-002	\$	1,409.96
01/16/2026	80394	ROAD COMMISSION FOR OAKLAND CO	ROAD SUPPLIES	202-464-782-000	\$	2,364.18
			ROAD SUPPLIES	203-464-782-000	\$	1,013.22
					\$	3,377.40
01/16/2026	80395	ROBERT KWIECINSKI	PROFESSIONAL DEVELOPMENT	101-345-960-000	\$	25.00
01/16/2026	80396	ROYAL OAK FORD	VEHICLE MAINTENANCE	211-755-939-000	\$	62.46
01/16/2026	80397	RYAN SHAW	MEMBERSHIPS AND DUES	101-191-803-000	\$	140.00
			PROFESSIONAL DEVELOPMENT	101-191-960-000	\$	750.00
					\$	890.00
01/16/2026	80398	SAFELITE AUTOGLASS	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	1,025.03
01/16/2026	80399	SANDOVAL HOMES LLC	BBP24-0052 - PUT24-0137	101-000-283-000	\$	5,000.00
01/16/2026	80400	SESAC	CONTRACTUAL SERVICES	208-751-818-000	\$	641.00
01/16/2026	80401	SOCRRA	PROGRAM SUPPLIES	226-528-758-000	\$	60.00
			RUBBISH COLLECTION	226-528-818-001	\$	35,479.68
			TRASH DISPOSAL	226-528-818-003	\$	23,000.32
					\$	58,540.00
01/16/2026	80402	SOCWA	BULK WATER	592-536-926-000	\$	82,781.70
01/16/2026	80403	SPALDING DEDECKER	CONSTRUCTION - ROAD PROJECT	443-901-975-000	\$	20,841.50

01/16/2026	80404	STAPLES	SUPPLIES	101-345-728-000	\$	73.48
			SUPPLIES	101-345-728-000	\$	52.98
			OFFICE SUPPLIES	101-441-728-000	\$	41.92
			OFFICE SUPPLIES	592-536-728-000	\$	41.91
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					\$	210.29
01/16/2026	80405	STREET DUTY	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	850.00
01/16/2026	80406	SWEETWATER SPRINKLERS	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	100.00
01/16/2026	80407	THE LIBRARY NETWORK	LIBRARY COOP	101-790-828-000	\$	1,031.51
			LIBRARY COOP	101-790-828-000	\$	10,083.44
						<hr/>
					\$	11,114.95
01/16/2026	80408	THE W.W. WILLIAMS CO, LLC	VEHICLE SUPPLIES	101-443-781-000	\$	997.12
01/16/2026	80409	TRANSUNION RISK AND ALTERNATIVE	DATA PROCESSING	101-345-814-000	\$	110.00
01/16/2026	80410	UNIQUE MANAGEMENT SERVICES, INC.	CONTRACTUAL SERVICES	101-790-818-000	\$	58.25
01/16/2026	80411	UNIVERSAL AMBULANCE SERVICE	BLOOD DRAWS	101-345-818-012	\$	624.00
01/16/2026	80412	VERIZON WIRELESS	SOFTWARE MAINT AND SUBSCRIPTIONS	101-228-760-000	\$	135.00
			TELEPHONE	101-228-853-000	\$	2,152.33
						<hr/>
					\$	2,287.33
01/16/2026	80413	VESCO OIL CORPORATION	FUEL & OIL	101-441-751-000	\$	937.25
			FUEL & OIL	101-441-751-000	\$	212.00
			FUEL & OIL	101-441-751-000	\$	129.75
			VEHICLE SUPPLIES	101-443-781-000	\$	172.40
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					\$	1,451.40

01/16/2026	80414	WCA ASSESSING	POSTAGE-PRINTING-MAILING	101-253-730-000	\$	4,171.76
01/16/2026	80415	WEX BANK	FUEL & OIL	101-441-751-000	\$	32.90
01/16/2026	80416	WINDSTREAM	CONTRACTUAL SERVICES	101-228-818-000	\$	459.56
01/16/2026	80417	WOW! BUSINESS	CONTRACTUAL SERVICES	101-228-818-000	\$	736.05
01/30/2026	80418	A&M TOWING	SUPPLIES	101-345-728-000	\$	85.00
01/30/2026	80419	AARON & SARAH REINITZ	BBA23-0165 - PB23-0295	101-000-283-000	\$	50.00
01/30/2026	80420	ABSOLUTELY BAFFLING MAGIC	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	100.00
01/30/2026	80421	ADN ADMINISTRATORS, INC.	CONSULTANT	101-191-817-000	\$	1,150.50
			CONSULTANT	101-191-817-000	\$	1,244.25
					\$	2,394.75
01/30/2026	80422	AMAZON CAPITAL SERVICES	SUPPLIES	101-345-728-000	\$	36.76
			SUPPLIES	101-345-728-000	\$	149.99
			RANGE/TRAINING SUPPLIES	101-345-741-002	\$	115.98
			VEHICLE SUPPLIES	101-345-781-000	\$	9.99
			VEHICLE SUPPLIES	101-345-781-000	\$	11.49
			RADIO MAINTENANCE	101-345-851-000	\$	51.25
			OFFICE SUPPLIES	101-441-728-000	\$	9.99
			OFFICE SUPPLIES	101-441-728-000	\$	13.60
			VEHICLE SUPPLIES	101-443-781-000	\$	260.41
			VEHICLE SUPPLIES	101-443-781-000	\$	45.23
			VEHICLE SUPPLIES	101-443-781-000	\$	50.26
			VEHICLE SUPPLIES	101-443-781-000	\$	14.18
			LIBRARY COOP	101-790-828-000	\$	99.00
			OFFICE EQUIPMENT MAINTENANCE	101-790-934-000	\$	32.12
			BOOKS	101-790-978-000	\$	16.10

BOOKS	101-790-978-000	\$	75.74
BOOKS	101-790-978-000	\$	15.19
RENTED MATERIALS	101-790-978-001	\$	30.99
RENTED MATERIALS	101-790-978-001	\$	19.95
RENTED MATERIALS	101-790-978-001	\$	44.90
RENTED MATERIALS	101-790-978-001	\$	44.91
RENTED MATERIALS	101-790-978-001	\$	17.95
RENTED MATERIALS	101-790-978-001	\$	22.49
RENTED MATERIALS	101-790-978-001	\$	49.92
BOOKS FROM DONATIONS	101-790-978-002	\$	8.53
OFFICE SUPPLIES	592-536-728-000	\$	13.60
PROGRAM SUPPLIES	592-536-758-000	\$	191.47
PROGRAM SUPPLIES	592-536-758-000	\$	18.54
		\$	1,470.53

01/30/2026	80423	VOID	** VOIDED **	** VOIDED **
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01/30/2026	80424	AMERICAN FIRE PROTECTION SERVICES	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	153.00
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01/30/2026	80425	AMY LEIGH	SUPPLIES	101-345-728-000	\$	79.80
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01/30/2026	80426	AT&T	TELEPHONE	101-228-853-000	\$	909.61
			TELEPHONE	101-228-853-000	\$	14.58
			TELEPHONE	208-751-853-000	\$	165.52
			TELEPHONE	208-751-853-000	\$	47.87
			TELEPHONE	208-751-853-000	\$	0.77
					\$	1,138.35

01/30/2026	80427	AT&T	CONTRACTUAL SERVICES	101-228-818-000	\$	11.76
			CONTRACTUAL SERVICES	101-228-818-000	\$	13.44
					\$	25.20

01/30/2026	80428	BOOK FARM LLC	BOOKS	101-790-978-000	\$	55.94
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01/30/2026	80429	BOUNCING ALL AROUND INC.	PR EVENT CONTRACTUAL SERVICES	208-844-818-000	\$	910.00
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01/30/2026	80430	BRIAN GOTHARD	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	100.30
01/30/2026	80431	BRIAN LAPINE	PROGRAM SUPPLIES	202-478-758-000	\$	12.84
			PROGRAM SUPPLIES	203-478-758-000	\$	5.51
					\$	18.35
01/30/2026	80432	CALO & SONS CONSTRUCTION	DPW CONTRACTUAL	592-536-830-000	\$	960.00
			DPW CONTRACTUAL	592-536-830-000	\$	1,407.13
					\$	2,367.13
01/30/2026	80433	CAROUSEL ACRES, INC.	PR EVENT CONTRACTUAL SERVICES	208-844-818-000	\$	950.00
01/30/2026	80434	CGS, INC	PROFESSIONAL DEVELOPMENT	592-536-960-000	\$	1,015.00
01/30/2026	80435	CINTAS	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	\$	71.06
			BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	362.97
			BUILDING MAINTENANCE - DPW	101-267-931-441	\$	55.70
			PR CONTRACTUAL SERVICES	208-751-818-000	\$	193.34
			UNIFORMS	592-536-744-000	\$	568.77
			UNIFORMS	592-536-744-000	\$	568.77
					\$	1,820.61
01/30/2026	80436	CLEAR CUT ICE	PR EVENT CONTRACTUAL SERVICES	208-844-818-000	\$	1,500.00
01/30/2026	80437	CMP DISTRIBUTORS, INC	PS RANGE/TRAINING SUPPLIES - EE REIMB	101-345-741-003	\$	5,815.00
			BALLISTIC PROTECTION	101-345-744-003	\$	1,600.00
					\$	7,415.00
01/30/2026	80438	CONTRACTORS CONNECTION	PROGRAM SUPPLIES	202-464-758-000	\$	170.10
			PROGRAM SUPPLIES	203-464-758-000	\$	72.90
					\$	243.00

01/30/2026	80439	DEALER AUTO PARTS SALES	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	212.25
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	153.98
					\$	366.23
01/30/2026	80440	DENNIS PETERSEN	WATER SALES	592-001-642-000	\$	188.84
01/30/2026	80441	DETROIT SALT COMPANY	PROGRAM SUPPLIES	202-478-758-000	\$	6,818.35
			PROGRAM SUPPLIES	203-478-758-000	\$	2,922.15
					\$	9,740.50
01/30/2026	80442	DIANE BRUS	MEETINGS & CONFERENCES	101-441-864-000	\$	40.00
01/30/2026	80443	DINO-MITE CRUSHING & RECYCLING	DPW CONTRACTUAL	592-536-830-000	\$	476.40
01/30/2026	80444	DTE ELECTRIC COMPANY	CONTRACTUAL SERVICES	101-228-818-000	\$	484.21
01/30/2026	80445	DURST LUMBER & ACE HARDWARE	VEHICLE SUPPLIES	101-443-781-000	\$	5.96
			VEHICLE SUPPLIES	101-443-781-000	\$	43.98
			PROGRAM SUPPLIES	592-536-758-000	\$	62.19
			PROGRAM SUPPLIES	592-536-758-000	\$	34.99
			PROGRAM SUPPLIES	592-536-758-000	\$	121.97
			PROGRAM SUPPLIES	592-536-758-000	\$	47.58
			PROGRAM SUPPLIES	592-536-758-000	\$	7.95
					\$	324.62
01/30/2026	80446	EMPCO, INC.	PROFESSIONAL DEVELOPMENT	101-345-960-000	\$	2,708.00
01/30/2026	80447	EQUATURE	PROFESSIONAL DEVELOPMENT	101-325-960-000	\$	945.00
01/30/2026	80448	ERIC REICHELT	PROGRAM SUPPLIES	202-478-758-000	\$	5.40
			PROGRAM SUPPLIES	203-478-758-000	\$	12.60
					\$	18.00

01/30/2026	80449	EVERDRY WATERPROOFING	BBA24-0011 - PRA24-0005	101-000-283-000	\$	65.00
01/30/2026	80450	FIRE DEFENSE EQUIPMENT COMPANY	EQUIPMENT MAINTENANCE	101-345-933-000	\$	43.95
01/30/2026	80451	FORD MOTOR CREDIT COMPANY LLC	PAYROLL DEDUCTIONS	101-000-231-000	\$	209.65
01/30/2026	80452	FORD MOTOR CREDIT COMPANY LLC	PAYROLL DEDUCTIONS	101-000-231-000	\$	209.65
01/30/2026	80453	FORD MOTOR CREDIT COMPANY LLC	PAYROLL DEDUCTIONS	101-000-231-000	\$	209.65
01/30/2026	80454	FORD MOTOR CREDIT COMPANY LLC	PAYROLL DEDUCTIONS	101-000-231-000	\$	209.65
01/30/2026	80455	GODOFREDO GANNOD	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	150.00
01/30/2026	80456	GRAINGER	VEHICLE SUPPLIES	101-443-781-000	\$	410.48
01/30/2026	80457	GRAPHIC SCIENCES, INC	PROGRAM SUPPLIES	101-701-758-000	\$	150.00
01/30/2026	80458	GREAT LAKES WATER AUTHORITY	NONRESIDENTIAL SURCHARGE	592-536-928-000	\$	3,459.85
01/30/2026	80459	GUNNERS METERS & PARTS INC.	PROGRAM SUPPLIES	592-536-758-000	\$	40.00
01/30/2026	80460	HERSCH'S INC.	PROGRAM SUPPLIES	202-478-758-000	\$	544.88
			PROGRAM SUPPLIES	203-478-758-000	\$	233.52
					\$	778.40
01/30/2026	80461	HUBBELL, ROTH & CLARK	BSPEB25-0034	101-000-283-000	\$	821.76
			BUILDING BONDS	101-000-283-000	\$	881.21

			BUILDING BONDS	101-000-283-000	\$	1,449.29
			ESCROW ENGINEERING - SITE PLAN REVIEWS	101-000-283-371	\$	821.76
			ESCROW - CONSTRUCTION	101-000-283-373	\$	83.35
					\$	4,057.37
01/30/2026	80462	HUNT SIGN CO LTD	PROGRAM SUPPLIES	231-464-758-000	\$	160.00
01/30/2026	80463	IMAGE PRINTING	PROGRAM SUPPLIES	101-745-758-000	\$	144.00
01/30/2026	80464	INTERSTATE BILLING SERVICES	VEHICLE SUPPLIES	101-443-781-000	\$	304.74
			VEHICLE SUPPLIES	101-443-781-000	\$	188.43
					\$	493.17
01/30/2026	80465	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	202-468-818-000	\$	1,363.21
			CONTRACTUAL SERVICES	202-468-818-000	\$	1,404.18
			CONTRACTUAL SERVICES	203-468-818-000	\$	3,180.83
			CONTRACTUAL SERVICES	203-468-818-000	\$	3,276.41
					\$	9,224.63
01/30/2026	80466	JAMES TONG	HISTORIC COMMITTEE	101-000-302-000	\$	175.41
01/30/2026	80467	JOAN ZDAN	BANK CHARGES	592-536-801-000	\$	20.00
01/30/2026	80468	JUMPARAMA GYMNASTICS	PR CONTRACTUAL SERVICES	208-845-818-000	\$	1,586.20
01/30/2026	80469	KIMBALL MIDWEST	PROGRAM SUPPLIES	592-536-758-000	\$	89.00
01/30/2026	80470	KONICA MINOLTA BUSINESS SOLUTIONS	PR OFFICE EQUIPMENT RENTAL	208-751-946-000	\$	144.96
01/30/2026	80471	LIBRARY IDEAS, LLC	BOOKS FROM DONATIONS	101-790-978-002	\$	193.44

01/30/2026	80472	LUNGHAMER FORD OF OWOSSO	VEHICLES	101-345-985-000	\$	50,008.00
			VEHICLES	101-345-985-000	\$	49,235.00
					\$	99,243.00
01/30/2026	80473	LUXURY LAWN AND SNOW LLC	SENIOR CONTRACTUAL SERVICES	211-752-818-000	\$	1,756.00
			SENIOR CONTRACTUAL SERVICES	211-752-818-000	\$	1,756.00
					\$	3,512.00
01/30/2026	80474	MAJIK GRAPHICS, INC.	VEHICLES	101-345-985-000	\$	720.00
01/30/2026	80475	MARIYA FOGARASI	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	150.00
01/30/2026	80476	MCGRATH ELECTRIC, LLC	BUILDING IMPROVEMENTS - PARKS	208-267-976-208	\$	5,485.00
01/30/2026	80477	MICHELLE MOORE	PROGRAM SUPPLIES - CONTRIB - LIBRARY	101-790-758-005	\$	200.00
01/30/2026	80478	MICHIGAN ASSOCIATION OF PLANNING	MEETINGS & CONFERENCES	101-101-864-000	\$	15.00
01/30/2026	80479	MICHIGAN GRAPHICS & AWARDS	OPERATING SUPPLIES	101-270-732-000	\$	40.00
01/30/2026	80480	MICHIGAN LIBRARY ASSOC.	PROFESSIONAL DEVELOPMENT	101-790-960-000	\$	300.00
01/30/2026	80481	MOTOROLA SOLUTIONS, INC.	EQUIPMENT	101-325-982-000	\$	4,590.00
01/30/2026	80482	MSTS RECEIVABLES LLC	PROGRAM SUPPLIES	592-536-758-000	\$	78.98
01/30/2026	80483	MTD CONSTRUCTION INC.	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	594.00
01/30/2026	80484	NATHAN MACK	PROFESSIONAL DEVELOPMENT	248-740-960-000	\$	609.50

01/30/2026	80485	NATIONAL LADDER & SCAFFOLD CO.	UNIFORMS	202-464-744-000	\$	131.97
			UNIFORMS	203-464-744-000	\$	171.95
			UNIFORMS	203-464-744-000	\$	58.50
			UNIFORMS	203-464-744-000	\$	8.00
			UNIFORMS	592-537-744-000	\$	17.49
					\$	387.91
01/30/2026	80486	NYE UNIFORM	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	219.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	209.00
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	36.50
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	36.50
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	36.50
			UNIFORMS-CLEANING & PURCHASES	101-345-744-000	\$	(1.00)
					\$	536.50
01/30/2026	80487	OAKLAND COUNTY	DATA PROCESSING	101-345-814-000	\$	6,794.00
			PROGRAM SUPPLIES	101-430-758-000	\$	231.00
					\$	7,025.00
01/30/2026	80488	OFFICE EXPRESS	OPERATING SUPPLIES	101-345-732-000	\$	1,980.00
01/30/2026	80489	PEOPLE DRIVEN TECHNOLOGY, INC	BUILDING MAINTENANCE - DPW	101-267-931-441	\$	292.50
01/30/2026	80490	PITNEY BOWES INC.	POSTAGE-PRINTING-MAILING	592-536-730-000	\$	83.51
01/30/2026	80491	POMP'S TIRE SERVICE, INC.	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	500.00
			VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	138.00
					\$	638.00
01/30/2026	80492	RC TELCOM LLC	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	\$	736.00
			BUILDING MAINTENANCE - LIBRARY	101-267-931-271	\$	540.59
					\$	1,276.59

01/30/2026	80493	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	101-000-110-002	\$	1,253.06
			INVENTORY - FUEL & OIL	101-000-110-002	\$	1,180.92
			INVENTORY - FUEL & OIL	101-000-110-002	\$	9,549.40
					\$	11,983.38
01/30/2026	80494	ROAD COMMISSION FOR OAKLAND CO	EQUIPMENT MAINTENANCE	202-475-933-000	\$	120.80
			EQUIPMENT MAINTENANCE	202-475-933-000	\$	109.57
			PROGRAM SUPPLIES	202-478-758-000	\$	1,817.20
			EQUIPMENT MAINTENANCE	203-475-933-000	\$	1,087.24
			EQUIPMENT MAINTENANCE	203-475-933-000	\$	986.08
			PROGRAM SUPPLIES	203-478-758-000	\$	778.80
					\$	4,899.69
01/30/2026	80495	ROCKET ENTERPRISE INC.	BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	\$	850.00
01/30/2026	80496	SAFELITE FULFILLMENT, INC.	VEHICLE MAINTENANCE - DPW	101-345-939-002	\$	184.68
01/30/2026	80497	SANCHIN SYSTEMS INC. & THE O.S.K.A.	PR CONTRACTUAL SERVICES	208-845-818-000	\$	322.00
			PR CONTRACTUAL SERVICES	208-845-818-000	\$	301.00
			PR CONTRACTUAL SERVICES	208-845-818-000	\$	483.00
			PR CONTRACTUAL SERVICES	208-845-818-000	\$	425.60
					\$	1,531.60
01/30/2026	80498	SOCRRA	RUBBISH COLLECTION	226-528-818-001	\$	35,479.68
			TRASH DISPOSAL	226-528-818-003	\$	943.18
			TRASH DISPOSAL	226-528-818-003	\$	16,696.32
					\$	53,119.18
01/30/2026	80499	SOCWA	CONSTRUCTION	592-536-975-000	\$	232,400.10
01/30/2026	80500	SPALDING DEDECKER	BUILDING BONDS	101-000-283-000	\$	1,003.50
			BUILDING BONDS	101-000-283-000	\$	2,288.00
			PROJECT ESCROW ENGIN - BEAR FIELDHOUSE	101-000-283-252	\$	6,888.00
			ESCROW ENGINEERING - SITE PLAN REVIEWS	101-000-283-371	\$	325.00
			ESCROW ENGINEERING - SITE PLAN REVIEWS	101-000-283-371	\$	1,300.00

			ESCROW PLANNING - SITE PLAN REVIEWS	101-000-283-372	\$	853.00
					\$	12,657.50
01/30/2026	80501	SPONSORSHIP SOLUTIONS LLC	DREAM CRUISE CONTRACTUAL SERVICES	208-843-818-000	\$	200.00
			PR EVENT CONTRACTUAL SERVICES	208-844-818-000	\$	600.00
					\$	800.00
01/30/2026	80502	STAPLES	CITYWIDE SUPPLIES	101-172-728-001	\$	1,566.30
01/30/2026	80503	STEVEN KING	PROFESSIONAL DEVELOPMENT	101-443-960-000	\$	20.34
01/30/2026	80504	T-MOBILE USA, INC	DATA PROCESSING	101-345-814-000	\$	50.00
01/30/2026	80505	THE LIBRARY NETWORK	LIBRARY COOP	101-790-828-000	\$	1,203.68
			BOOKS	101-790-978-000	\$	1,688.03
			RENTED MATERIALS	101-790-978-001	\$	493.83
					\$	3,385.54
01/30/2026	80506	TOTAL FILTRATION SERVICES, INC.	BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	\$	551.44
01/30/2026	80507	TRUCK & TRAILER SPECIALTIES, INC.	EQUIPMENT	101-441-982-000	\$	5,900.00
			VEHICLE SUPPLIES	101-443-781-000	\$	652.74
			VEHICLE SUPPLIES	101-443-781-000	\$	28.08
					\$	6,580.82
01/30/2026	80508	VERIZON WIRELESS	SOFTWARE MAINT AND SUBSCRIPTIONS	101-228-760-000	\$	135.00
			EQUIPMENT SUPPLIES	101-228-778-000	\$	49.99
			TELEPHONE	101-228-853-000	\$	2,167.22
					\$	2,352.21
01/30/2026	80509	WCA ASSESSING	CONTRACTUAL SERVICES	101-191-818-000	\$	12,453.08
			CONTRACTUAL SERVICES	101-191-818-000	\$	12,453.08
					\$	24,906.16

01/30/2026	80510	WINDER POLICE EQUIPMENT	VEHICLE MAINTENANCE	101-345-939-000	\$	67.50
			VEHICLE MAINTENANCE	101-345-939-000	\$	135.00
					\$	202.50
01/30/2026	80511	WOLVERINE FREIGHTLINER EASTSIDE	VEHICLE SUPPLIES	101-443-781-000	\$	24.29
01/30/2026	80512	WOLVERINE TRUCK SALES	VEHICLE SUPPLIES	101-443-781-000	\$	127.98
		TOTAL - ALL FUNDS	TOTAL OF 278 CHECKS (3 voided)		\$	1,682,859.90

DATE	VENDOR	AMOUNT
1/2/2026	UNION DUES	\$ 209.07
1/2/2026	UNION DUES	\$ 400.00
1/2/2026	UNION DUES	\$ 760.00
1/2/2026	UNION DUES	\$ 455.00
1/2/2026	MISSIONSQUARE	\$ 4,012.09
1/2/2026	ALERUS	\$ 475.68
1/2/2026	ALERUS	\$ 5,189.32
1/2/2026	ALERUS	\$ 1,817.04
1/2/2026	ALERUS	\$ 5,083.09
1/2/2026	IRS TAX PAYMENT	\$ 59,516.98
1/2/2026	NATIONWIDE	\$ 2,353.40
1/2/2026	NATIONWIDE	\$ 5,876.66
1/5/2026	HEALTHEQUITY INC	\$ 631.12
1/5/2026	CONSUMERS ENERGY	\$ 760.28
1/5/2026	CONSUMERS ENERGY	\$ 503.30
1/5/2026	CONSUMERS ENERGY	\$ 1,645.88
1/5/2026	CONSUMERS ENERGY	\$ 965.42
1/5/2026	CONSUMERS ENERGY	\$ 1,164.28
1/5/2026	CONSUMERS ENERGY	\$ 1,786.97
1/5/2026	DTE ENERGY	\$ 663.21
1/5/2026	DTE ENERGY	\$ 26.50
1/6/2026	DTE ENERGY	\$ 2,290.96
1/6/2026	DTE ENERGY	\$ 4,138.50
1/6/2026	DTE ENERGY	\$ 18.03
1/6/2026	DTE ENERGY	\$ 92.28
1/6/2026	DTE ENERGY	\$ 32.92

1/6/2026	DTE ENERGY	\$	88.15
1/6/2026	DTE ENERGY	\$	607.00
1/6/2026	DTE ENERGY	\$	38.49
1/6/2026	DTE ENERGY	\$	607.74
1/6/2026	DTE ENERGY	\$	82.10
1/6/2026	DTE ENERGY	\$	195.62
1/8/2026	DTE ENERGY	\$	257.89
1/12/2026	CREDIT CARD PAYMENT	\$	27,510.64
1/13/2026	DTE ENERGY	\$	20,779.39
1/13/2026	PNP BILL PAYMENT	\$	127.09
1/15/2026	UNION DUES	\$	208.98
1/15/2026	UNION DUES	\$	400.00
1/15/2026	UNION DUES	\$	800.00
1/15/2026	MISSIONSQUARE	\$	3,957.40
1/15/2026	IRS TAX PAYMENT	\$	57,717.40
1/15/2026	HARTFORD	\$	347.15
1/15/2026	HARTFORD	\$	5,718.17
1/15/2026	ALERUS	\$	445.68
1/15/2026	ALERUS	\$	5,264.27
1/15/2026	ALERUS	\$	1,816.50
1/15/2026	ALERUS	\$	4,786.52
1/15/2026	PNP BILL PAYMENT	\$	100.00
1/15/2026	NATIONWIDE	\$	2,605.24
1/15/2026	NATIONWIDE	\$	5,563.52
1/16/2026	DTE ENERGY	\$	68.75
1/16/2026	DTE ENERGY	\$	835.13
1/20/2026	PNP BILL PAYMENT	\$	679.33
1/22/2026	PNP BILL PAYMENT	\$	238.24
1/22/2026	RETURN DEBIT CHARGEBACK	\$	741.51
1/29/2026	UNION DUES	\$	800.00
1/29/2026	UNION DUES	\$	400.00
1/29/2026	MISSIONSQUARE	\$	3,891.48
1/29/2026	IRS TAX PAYMENT	\$	58,560.77
1/29/2026	IRS TAX PAYMENT	\$	15,304.00
1/30/2026	WAGEWORKS	\$	100.00
TOTAL OF ACH TRANSACTIONS		\$	322,512.13
GRAND TOTAL		\$	2,005,372.03

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



Your trusted partner
in better health



Traditional healthcare in the U.S. is stressed



Traditional “fee for service” healthcare

- Low-quality outcomes
- Overuse of high-priced specialists, Rx & diagnostics
- Ever-increasing health spend
- Bad experience for plan sponsors, providers and patients



Advanced Primary Care from Marathon Health

- Improved health outcomes
- Less reliance on medications and specialists
- Reduced health spend
- Great experience for plan sponsors, providers and patients

A return to a trusted, continuous patient-provider relationship



The Difference



Fee for Service
Traditional Primary Care Setting

Services

Primary Care	✓	Primary Care
Acute Care (sprain, strains, aches)	✓	Urgent Care/Emergency Room
Pediatric Care for 2+	✓	Pediatrician
Chronic Condition Management (e.g. cardiac, gastrointestinal, respiratory, mental)	✓	Referral to specialist
Onsite testing and Labs (e.g. Strep, Flu, Diabetes, Cholesterol, Standard bloodwork)	✓	Referral to specialist
Onsite RX Dispensing	✓	Retail pharmacy
Mental/Behavioral Health (PHQ-9/GAD 7 screenings each visit)	✓	Referral to specialist
Are we an Insurance Network (PPO/HMO/EPO)	No	Yes, in some cases

Healthcare Providers

Panel Size	800 patients	1,800-2,000 patients
Appt. Length	26-minute avg.	7 – 10 minutes
Appts./Day	12-15 Appointments	30-40+
Compensation criteria	Clinical Outcomes / Gaps in Care	Volume of patients & Referrals

Experience with the public sector

225+ 
government
organizations served

79% 
At-risk members showing
biometric improvement

\$1,654 
average engaged
member savings
adjusted for risk

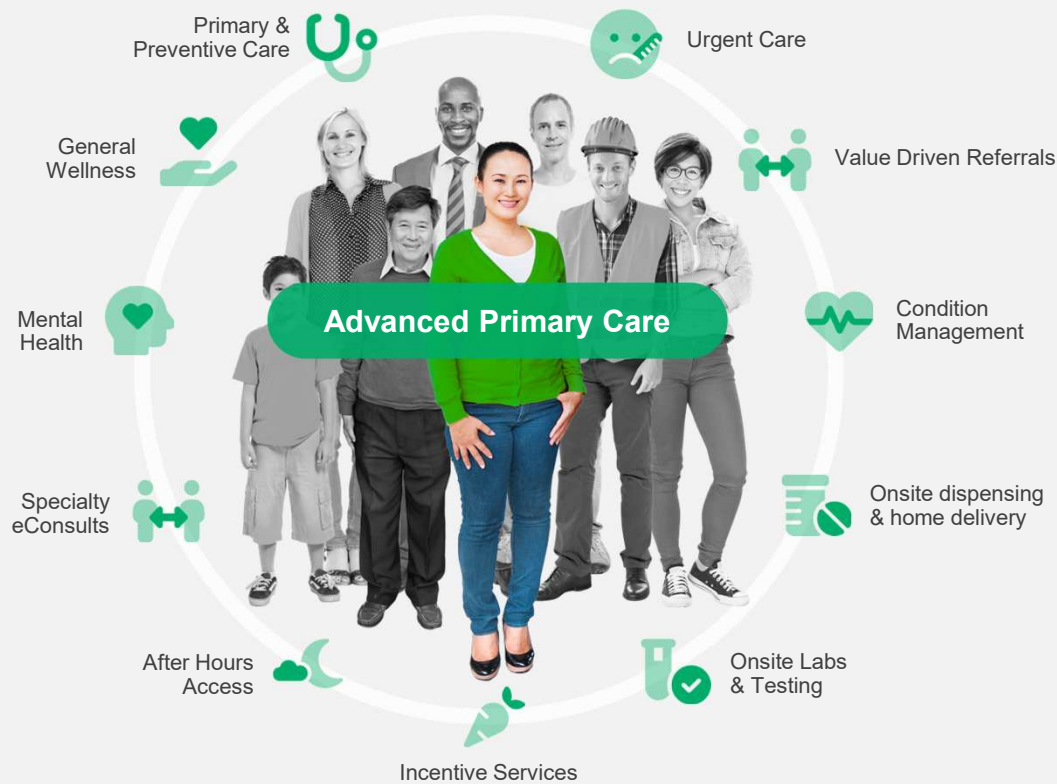
600,000+ 
public sector
eligible members
(employee + spouse + dependents)

98% 
member satisfaction

5 State 
Government Clients



Complete care built around your needs



of medical needs can be met in our health centers

More access with in-person & virtual
Care when you need it with same & next day appointment for urgent issues

Additional services



CareAnywhere
Nation-wide
Virtual Only Care



WorkSafe
Occupational
Health



MoveWell
Physical Therapy



LiveBetter
Specialized
Mental Health



LevelUp
Health Coaching &
Chronic Condition
Management



TotalRx
Full Pharmacy



**Proactive Cancer
Prevention**
At-Home Colorectal
Screenings



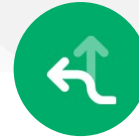
Navigating Specialty Care



Specialty Care Avoidance

Avoidance of specialist visits through use of RubiconMD in combination with high-quality advanced primary care, supporting the patient remaining in the primary care setting.

- 24% consults result in avoided referral
- 46% consults result in improved care plan
- \$967 average savings per avoided specialty referral



Value-Driven Referrals

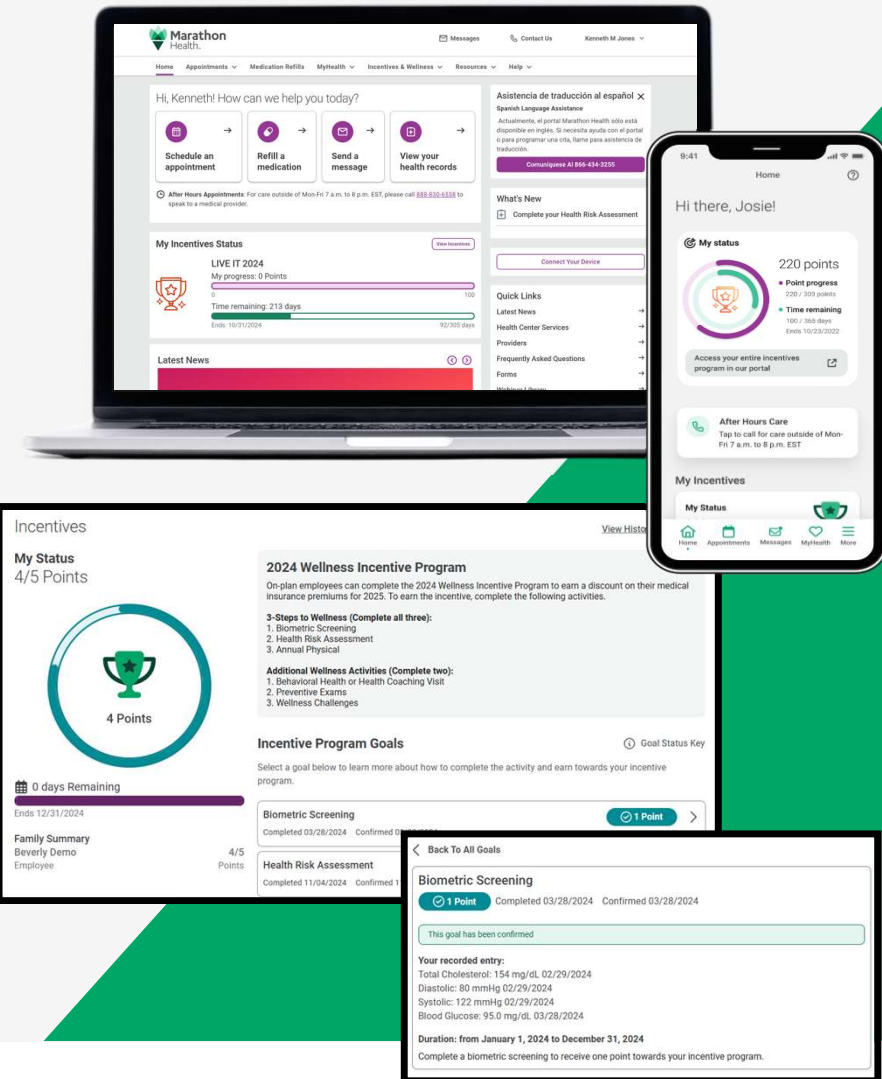
Navigation to high-quality, low-cost in-network specialists using Garner Health Analytics combined wrap-around patient care coordination support.

- Referral steerage compliance of 70%+
- Net Promoter Score 90
- 30-50% cost savings for top procedures

Comprehensive Specialty Care Cost Containment

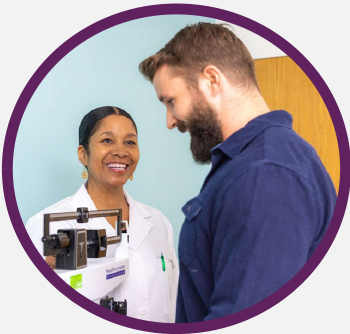
Our engagement edge: frictionless patient access

- ✓ Access online patient portal or through Marathon Health app
- ✓ Schedule appointments
- ✓ Secure video appointments
- ✓ Communicate securely
- ✓ Manage prescriptions and request refills
- ✓ Access medical history, lab results and other health documents
- ✓ Connect health apps to track your progress
- ✓ Manage incentive program



Real-Life Example

Clinical Outcomes & Cost Avoidance



- **Patient Age:** 50 Years Old
- **Industry:** Labor Union (Midwest)
- **History:** Patient has not seen a provider on a regular basis since he was a child. Only used his benefits when he was sick or had an emergency need.

Initial Visit:	Follow-Up Appointment:	Clinical Results:	Cost Avoidance:
<ul style="list-style-type: none">- Depression Screening- Annual Comprehensive Physical<ul style="list-style-type: none">- Lab work- Ordered Cologuard Test- Discussed Lifestyle Management<ul style="list-style-type: none">- BMI control	<ul style="list-style-type: none">- Discussed Lab Results and Key Areas to Focus on- Cologuard Results<ul style="list-style-type: none">- Positive- Scheduled Colonoscopy Within a Week	<ul style="list-style-type: none">- Colonoscopy Detected a Stage 1 Colorectal Tumor- <u>Immediate Surgery to Remove Tumor</u>- <u>Tumor Successfully Removed</u>- Patient Continues to Make Overall Health Improvements	<ul style="list-style-type: none">- Colorectal Cancer:<ul style="list-style-type: none">- Having identified at Stage 1 vs. Stage 4 saved the Plan approx. \$175,000-\$250,000- Saved the Patient \$20,000-\$50,000

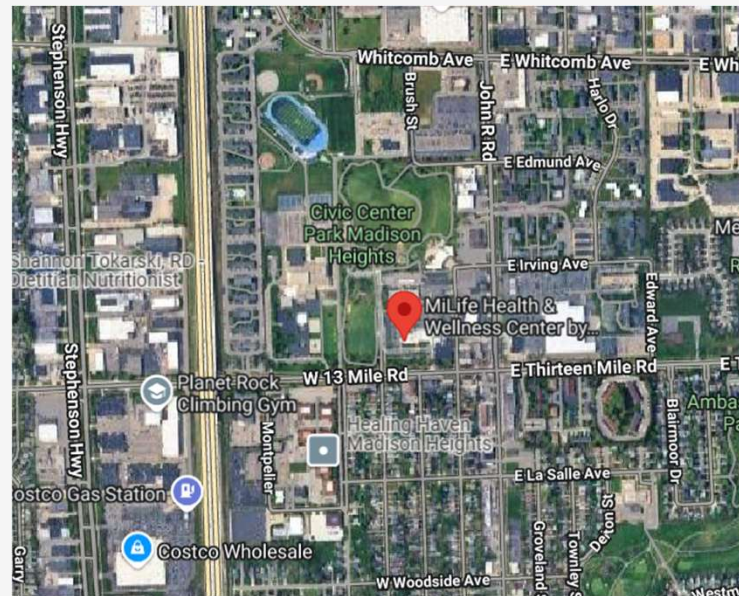
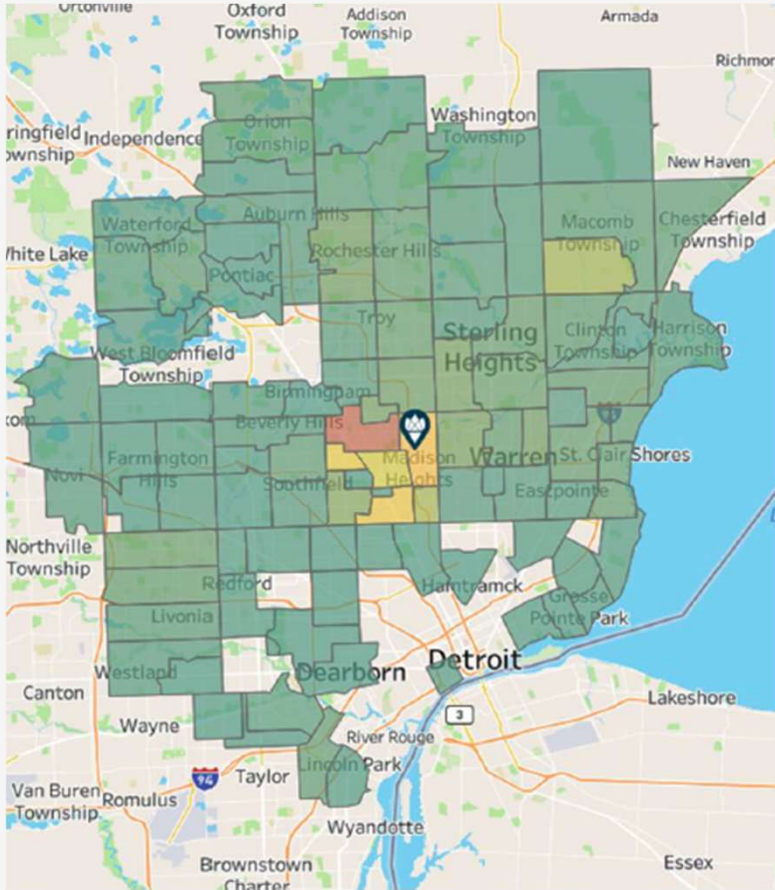




Where Can We Support Your Participants



300 W 13 Mile Rd, Madison Heights, MI 48071



Based on
Census Provided
for Review:

265 participants
live within 20
miles of the
MiLife Health
Center.

All participants
are eligible to
utilize the
services.



Summary of Health Center Cost

- Dedicated Medical Team to Your Participants
- 1 Nurse Practitioner
- 1 Medical Assistant
- Open 40 Hours a Week
- MiLife Buy-In Amount: \$7,500 (one-time cost)
- Implementation Fee: \$3,000 (one-time cost)
- City of Berkley would represent ~12% of total MiLife population
- Annual Incentive Budget: \$8,000 (\$100 to active employees)

	Year 1 Cost	Monthly Flat Rate
Total Health Center Operating Costs	\$81,521	\$6,793
Estimated Cost of Generic Drugs and Lab Services*	~\$7,282	~\$607
Total Est. Year 1 Health Center Operating Costs	~88,803	\$7,400
Total Year 1 One-Time Costs	\$10,500	N/A
Total Annual Estimated Incentives	\$8,000	N/A
Total Est. Year 1 Costs	\$107,303	\$7,400**

*Amounts may fluctuate based on utilization and actual patient needs.

** Does not include one-time cost items

Comparison: Estimated Cost of Visits in Community

	Cost of Retail Visits
Number of Patients	150
Number of Est. Billable Services	5
Average Cost Per Service (PCP, ER, Urgent Care)	\$180
Total Visit Costs	\$135,000*
* Does not include additional lab, pharmacy costs and unnecessary specialist referrals.	

Annual Est. Health Center Cost

Year 1
~\$88,803

Example Est. Health Center Savings

Year 1
~\$46,197

Savings opportunities for employees and their families?

To help enhance utilization and promote wellness initiatives the City will offer employees one hour of time for health center use (without using PTO)

	Typical Costs You See Today	At Your Health Center
Amount of time in waiting room	15 – 45 minutes	0 – 5 minutes
Amount of time with a Provider	5 – 10 minutes	30 – 90 minutes (as needed)
Non-Preventative Office Visit (sick, condition management, etc.)	\$30 Copay	\$0
Lab Work	20% (after deductible)	\$0
Prescription Drugs (Generic)	\$10 for 30-Day Supply \$20 for 90-Day Supply	\$0 for 30 or 90-Day Supply

Patient with a chronic condition who has at least 6 appointments & 2 maintenance medications.

- \$180 for doctors' visits and \$160 for maintenance medications (\$340 plus lab costs)

It would not cost the member anything out-of-pocket if they used the health center for their appointments and to obtain their medications.





Marathon
Health™

**THANK
YOU**

MARATHON-HEALTH.COM

February 23, 2026 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to (approve/deny/postpone) the inclusion of Berkley Entertainment LLC dba "The Berkley Theater" located at 2960 12 Mile Rd. in the Berkley Outdoor Social Scene (BOSS) Social District.

Ayes:

Nays:

Absent:

Motion:



MEMORANDUM

To: Mayor Dean and City Council
From: Kristen Kapelanski, Community Development Director
Date: February 23, 2026
Subject: Addition of The Berkley Theater to the BOSS Social District

Madam Mayor and Members of City Council,

Background

- The City Council approved the Berkley Outdoor Social Scene (BOSS) Social District on April 3, 2023.
- Anytime a business would like to be added to an approved social district, the Maintenance and Operations Plan and Social District map must be updated with the Michigan Liquor Control Commission (MLCC). City staff has updated the required paperwork.

Summary

- The Berkley Theater will include alcohol sales and the ownership has expressed their intention to be part of the BOSS Social District.
- Any business addition in the established social district must receive local government unit approval for their social district application to the MLCC.

Recommendation

Resolution moved by Councilmember _____ and seconded by Councilmember _____ to approve the inclusion of Berkley Entertainment LLC dba "The Berkley Theater" located at 2960 12 Mile Rd. in the Berkley Outdoor Social Scene (BOSS) Social District.

A RESOLUTION of the Council of the City of Berkley, Michigan
Approving the Berkley Theater as part of the Berkley Outdoor Social Scene

WHEREAS, The renovation of the building located at 2960 Twelve Mile Rd. by Berkley Entertainment LLC dba "The Berkley Theater" will include alcohol sales both in the theater and in the attached restaurant; and

WHEREAS, the Berkley Entertainment LLC dba "The Berkley Theater" is located at 2960 Twelve Mile Rd., an address that adjoins the common area of the Berkley Outdoor Social Scene (BOSS) Social District;

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

SECTION 1: That the City Council approves the inclusion of Berkley Entertainment LLC dba "The Berkley Theater" located at 2960 Twelve Mile Rd. in the Berkley Outdoor Social Scene (BOSS) Social District.

Introduced and passed at a Regular City Council Meeting on Monday, February 23, 2026.

Bridget Dean, Mayor

Victoria Mitchell, City Clerk

Berkley Outdoor Social Scene (BOSS)

Social District Maintenance and Operations Plan

Introduction

On July 1, 2020, Michigan Public Act 124 of 2020 was signed into law, allowing local governments to establish 'Social Districts' within their jurisdictions. These Social Districts allow for 'common areas' where two or more contiguous licensed establishments (i.e., bars, distilleries, breweries, restaurants, tasting rooms) may sell alcoholic beverages in designated containers to be taken into the area for consumption. The City of Berkley, in coordination with the City of Berkley Downtown Development Authority, now seeks to establish such a Social District.

Management

The Berkley Outdoor Social Scene (BOSS) will be created and managed by the City of Berkley and City of Berkley Downtown Development Authority. The district management and operations will be supported by the Public Safety Department for Safety and the Department of Public Works for signage and maintenance.

District Boundaries

The boundaries of the BOSS social district would generally be as follows: All streets, sidewalks, public parking and other public spaces adjacent to and/or including the parcels listed immediately below. Refer to the map of the social district at the end of this document for reference.

25-07-042-032 (3312 12 Mile Rd.)	25-18-205-002 (2965 12 Mile Rd.)
25-07-452-033 (no address)	25-18-205-028 (2985 12 Mile Rd.)
25-07-452-034 (no address)	25-18-205-027 (no address – City owned)
25-07-452-035 (no address)	25-18-204-005 (3015 12 Mile Rd.)
25-07-452-041 (3445 Gardner Ave.)	25-18-204-004 (3039 12 Mile Rd.)
25-07-453-016 (3212 12 Mile Rd.)	25-18-204-003 (3055 12 Mile Rd.)
25-07-453-036 (3140 12 Mile Rd.)	25-18-204-002 (3071 12 Mile Rd.)
25-07-453-014 (no address – City owned)	25-18-204-001 (3087 12 Mile Rd.)
25-07-453-034 (no address – City owned)	25-18-204-027 (no address – City owned)
25-07-453-033 (3140 12 Mile Rd.)	25-18-204-025 (no address – City owned)
25-07-454-041 (3116 12 Mile Rd.)	25-18-203-029 (3117 12 Mile Rd.)
25-07-454-017 (no address – City owned)	25-18-203-028 (3125 12 Mile Rd.)

25-07-454-016 (no address – City owned)	25-18-203-006 (3145 12 Mile Rd.)
25-07-454-015 (no address – City owned)	25-18-203-005 (3155 12 Mile Rd.)
25-07-454-042 (no address – City owned)	25-18-203-004 (3165 12 Mile Rd.)
25-07-454-043 (3052 12 Mile Rd.)	25-18-203-003 (3171 12 Mile Rd.)
25-07-454-045 (3018 12 Mile Rd.)	25-18-203-002 (3179 12 Mile Rd.)
25-07-455-033 (2960 12 Mile Rd.)	25-18-203-001 (3185 12 Mile Rd.)
25-07-455-031 (2960 12 Mile Rd.)	25-18-203-030 (no address – City owned)
25-07-455-032 (2990 12 Mile Rd.)	25-18-203-009 (no address – City owned)
25-07-476-044 (2886 12 Mile Rd.)	25-18-202-014 (no address – City owned)
25-07-476-043 (2820 12 Mile Rd.)	25-18-202-005 (3209 12 Mile Rd.)
25-07-477-025 (2790 12 Mile Rd.)	25-18-202-034 (3223 12 Mile Rd.)
25-18-227-001 (2785 12 Mile Rd.)	25-18-202-033 (3233 12 Mile Rd.)
25-18-226-026 (2833 12 Mile Rd.)	25-18-202-003 (3241 12 Mile Rd.)
25-18-226-004 (2867 12 Mile Rd.)	25-18-202-002 (3249 12 Mile Rd.)
25-18-226-029 (2905 12 Mile Rd.)	25-18-202-031 (3297 12 Mile Rd.)
25-18-205-039 (2925 12 Mile Rd.)	25-18-201-006 (3311 12 Mile Rd.)
25-18-205-040 (2959 12 Mile Rd.)	

Potential Participating License Holders

As the Social District is established, the City will welcome businesses to participate once they apply for and receive their Social District license from the MLCC. All participating businesses will sign a Social District Agreement with the City. Potential participating liquor license holders within the Social District are listed below:

- El Patio III, LLC dba: El Patio 3052 Twelve Mile Rd.
- 12 and Gardner Services, LCC dba: Amici's Kitchen and Living Room 3249 Twelve Mile Rd.
- Berg's Provisions, LLC dba: Monger's Provisions 3127 Twelve Mile Rd.
- Slow's Berkley LLC dba: Slow's Bar BQ Berkley 3087 Twelve Mile Rd.
- Big Day Inc. dba: 24 Seconds 3071 Twelve Mile Rd.
- Berkley Entertainment LLC dba: The Berkley Theater 2960 Twelve Mile Rd.

Operations

The BOSS social district will operate year-round, seven days a week, from 11 a.m. to 10 p.m. The City of Berkley and City of Berkley Downtown Development Authority intends to establish the Social District upon approval from the MLCC.

District Designation and Logo

The Social District will utilize a unique logo – an example is depicted below. Boundaries of the Social District will be clearly marked with signs affixed to poles and/or pavement markings.



Beverage Containers and Rules of Use

Per PA 124 of 2020, the following regulations apply to containers within the Social District:

- The container prominently displays the Social District permittee's trade name or logo or some other mark that is unique to the Social District permittee under the Social District permittee's liquor license.
- The container prominently displays a logo or some other mark that is unique to the commons area.
- The container is not glass.
- The container has a liquid capacity that does not exceed 16 ounces.

The City of Berkeley and City of Berkeley Downtown Development Authority will provide containers meeting the state requirements to participating license holders. The City will provide participating license holders with stickers displaying their trade name or logo.

The following additional rules apply to the use of Social District containers:

- Social District cups may not be reused.
- Social District cups may only be consumed in the establishment where they were purchased or in the designated commons areas.
- Social District cups may not be taken into a bar or restaurant that did not sell the beverage but may be taken into retailers at the discretion of each business.

Financing

The BOSS social district will be funded by the City of Berkley and the City of Berkley Downtown Development Authority and local businesses.

Security and Enforcement

Security and enforcement in the Social District will be done by the City of Berkley Public Safety Department.

Insurance

The City of Berkley and City of Berkley Downtown Development Authority are not required to have additional insurance for social districts based on information provided by Meadowbrook on behalf of the Michigan Municipal League's Property and Liability Pool.

Sanitation and Maintenance

The City of Berkley Department of Public Services and existing maintenance contractor will provide sanitation services within the district including trash removal and litter pick up. Trash/recycling receptacles will be located at the boundaries of the Social District to encourage patrons to properly dispose of their used cups, as well as throughout the Social District as presently available.

Marketing and Promotion

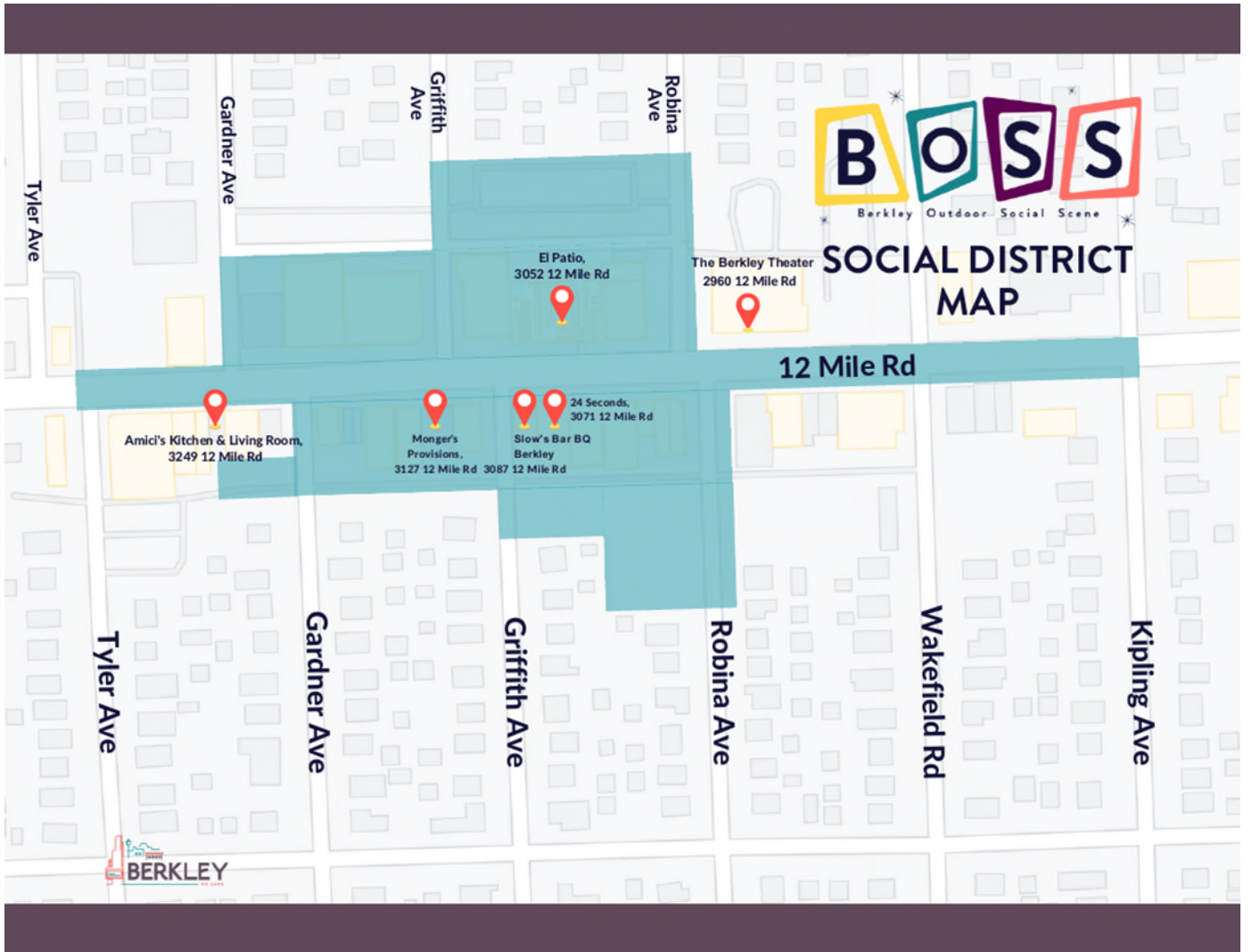
Marketing will be done by the City of Berkley and City of Berkley Downtown Development Authority.

Festivals and Special Events

PA 124 of 2020 does not allow special event liquor licensees to participate in a social district. If a special license for an event is issued within the commons area of the social district, signs must be clearly posted showing the portion of the commons area to be utilized exclusively by the special licensee and the portion of the commons area to be used exclusively by social district permittees.

How do businesses sign up?

Qualifying license holders will be required to sign a Social District Agreement with the City prior to applying for a permit through the MLCC. Once the agreement has been reviewed and authorized by the Community Development Director and/or City Manager, licensees must apply for a Social District Permit from the MLCC. Once approved, the license holder will place an order for cups and stickers.



February 23, 2026 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to (approve/deny/postpone) the first reading of the City Council of the City of Berkley, Michigan, to amend Section 74-1 through 74-12 of Chapter 74, Noise, of the Berkley City Code to allow for the regulation of sound and sound emitting devices by providing specific definitions and measurable decibel and sound pressure levels, and to remove and modify redundant language and provisions.

Ayes:

Nays:

Absent:

Motion:



MEMORANDUM

To: Mayor Dean and City Council
From: Kristen Kapelanski, Community Development Director
Date: February 23, 2026
Subject: Noise – City Code Amendment

Madam Mayor and Members of City Council,

Background

- The City maintains a noise ordinance to list those noise offenses that are found to be disruptive to the community.
- Most of the noise ordinance provisions have not been substantially updated since 1981, with some minor updates taking place about five years ago.
- The vagueness of the current ordinance provisions has led to enforcement issues, as one person's noise that "...annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety others..." can be different from another's.

Summary

- The proposed amendment adds definitions to the noise ordinance, most importantly, definitions for measuring and recording sounds.
- Allowable decibel levels have been included for both residential and commercial areas.
- Outdated and overly specific references to specific noise generators have been removed.

Recommendation

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the first reading of the City Council of the City of Berkley, Michigan, to amend Section 74-1 through 74-12 of Chapter 74, Noise, of the Berkley City Code to allow for the regulation of sound and sound emitting devices by providing specific definitions and measurable decibel and sound pressure levels, and to remove and modify redundant language and provisions.

AN ORDINANCE

of the City Council of the City of Berkley, Michigan, to amend Section 74-1 through 74-12 of Chapter 74, Noise, of the Berkley City Code to allow for the regulation of sound and sound emitting devices by providing specific definitions and measurable decibel and sound pressure levels, and to remove and modify redundant language and provisions.

THE CITY OF BERKLEY ORDAINS:

CHAPTER 74 – NOISE

ARTICLE I - AMENDMENT

Sec. 74-1 – Prohibition generally - shall be re-titled Definitions and shall be amended to read as follows:

~~(a)It will be unlawful for any person to make, continue or cause to be made or continued any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others, within the limits of the city.(b)Each of the acts enumerated in this chapter is declared unlawful and prohibited, and violators will be responsible for a municipal civil infraction, but this enumeration will not be deemed to be exclusive.~~

The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial area means any parcel of land zoned Community Centerpiece, Downtown, Flex, Gateway Corridor, Woodward Corridor, or Cemetery.

Decibel (dB) means a unit measure of sound level.

Residential area means any parcel of land zoned R-1AB, R-1CD, R-2, R-M, R-M-H.

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Sound level means the weighted sound pressure level obtained by the use of a sound level meter. Audible sound occurs over a wide frequency range, from approximately twenty (20) Hertz (Hz) to twenty thousand (20,000) Hz. Human hearing responds differently to lower frequency (pitch) sounds, so they sound equally as loud as higher frequency sounds with a much higher decibel level. To account for this variation in frequency and sensitivity of human hearing, a weighting is applied to sound level measurements, called A-weighted decibels, or dB(A).

Sound pressure means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by sound energy.

Sound Levels by Receiving Land Use		
Receiving Land Use Zoning	Time	Sound Level Limit (db(A))
Residential	11:00pm-7:00am	60dba
	7:00am-11:00pm	70dba
Commercial	11:00pm-7:00am	60dba
	7:00am-11:00pm	80dba

Sec. 74-2. - Exceptions to chapter provisions.

None of the terms or prohibitions of this chapter will apply to or be enforced against:

- (1) Emergency vehicles. Any police or fire vehicle or any ambulance while engaged upon emergency business; and
- (2) Highway maintenance and construction. Excavations or repairs of bridges, streets or highways by or on behalf of the city or the state during the night, when the public safety, welfare and convenience renders it impossible to perform such work during the day.

Sec. 74-3 - Shouting and whistling - shall be deleted in its entirety.

~~Yelling, shouting, hooting, whistling or singing or the making of any other loud noise on the public street, between the hours of 11:00 p.m. and 7:00 a.m., or the making of any such noise at any time so as to~~

Sec. 74-4. - Radio and musical instruments - shall be deleted in its entirety.

~~The playing of any radio, television set, phonograph or any musical instrument in such a manner or with such volume, particularly during the hours between 10:00 p.m. and 7:00 a.m., or at any time or place, so as to annoy or disturb the quiet, comfort or repose of persons in any office or in any dwelling, hotel or other type of residence, or of any persons in the vicinity is prohibited.~~

Sec. 74-5. - Horns and signal devices - shall be deleted in its entirety.

~~The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching, apparently out of control, or to give warning of intent to get under motion, or if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended, the creation by means of any such signal device of any unreasonably loud or harsh sound, and the sounding of such device for an unnecessary and unreasonable period of time, is prohibited.~~

Sec. 74-6. - Engine exhausts – shall be renumbered Sec. 74-3 and read as follows:

The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine or motor vehicle, except through a muffler or other device, which effectively prevents loud or explosive noises therefrom, is prohibited.

Sec. 74-7. - Handling merchandise - shall be deleted in its entirety.

~~The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers is prohibited.~~

Sec. 74-8. - Whistle or siren - shall be deleted in its entirety

~~The blowing of any whistle or siren, except to give notice of the time to begin or stop work or as a warning of fire or danger, is prohibited.~~

Sec. 74-9. – Blowers - shall be deleted in its entirety”.

~~The discharge into the open air of air from any noise-creating blower or power fan, unless the noise from such blower or fan is muffled sufficient to deaden such noise, is prohibited.~~

Sec. 74-10. – Construction – shall be renumbered Sec. 74-4 and read as follows:

The erection (including excavating therefor), demolition, alteration or repair of any building and the excavation of streets, highways and public or private areas is prohibited on Sundays except between the hours of 9:00 a.m. and 6:00 p.m., and is prohibited other days except between the hours of 7:00 a.m. and 6:00 p.m. unless a permit is first obtained from the city manager.

Sec. 74-11. - Sound amplifiers - shall be deleted in its entirety.

~~It will be unlawful to use any loudspeaker, amplifier or other instrument or device mounted on a vehicle or within a vehicle for any purpose except by speakers in the course of a public address which is noncommercial in character and, when so used, will be subject to the following restrictions:~~

~~(1)Only after registration with the department of public safety for each separate occasion of use.~~

~~(2)The only sounds permitted are music or human speech.~~

~~(3)Operations are permitted for six hours each day, except on Sundays and legal holidays, when no operations will be authorized. Election day will not constitute a legal holiday within the meaning of this section. The permitted six hours of operation will be within the hours of 10:30 a.m. and 1:30 p.m., and between the hours of 4:00 p.m. and 7:00 p.m.~~

~~(4)Sound-amplifying equipment mounted on vehicles will not be operated unless the sound truck upon which such equipment is mounted is operated at a speed of at least ten miles per hour except when the truck is stopped or impeded by traffic. Where stopped by traffic, the sound-amplifying equipment will not be operated for longer than one minute at each stop.~~

~~(5)Sound will not be issued within 100 yards of hospitals, schools, churches or courthouses.~~

~~(6)The volume of sound will be controlled so that it will not be audible for a distance in excess of 40 feet from the sound-amplifying equipment and so that the volume is not unreasonably loud, raucous, jarring, disturbing or a nuisance to the persons within the area of audibility.~~

~~(7)No sound-amplifying equipment will be operated with an excess of 15 watts of power in the last state of amplification.~~

Sec. 74-12. - Volume of radios and televisions - shall be deleted in its entirety.

~~(a) No person will operate a radio or television unless the volume of sound will be controlled so that it will not be audible for a distance of 40 feet from the device and so that the volume is not unreasonably loud, raucous, jarring, disturbing or a nuisance to persons within the area of audibility. (b) No person will suffer or permit any radio or television located on premises under his care, custody or control to be operated in violation of subsection (a) of this section.~~

ARTICLE II – 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.

ARTICLE III - EFFECTIVE DATE.

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

ARTICLE IV: 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 V: 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.

BY: _____

BY: _____

February 23, 2026 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to (approve/deny/postpone) the first reading of the City Council of the City of Berkley, Michigan, to amend Chapter 82, Article IX, Municipal Civil Infractions of the Berkley City Code to add a municipal civil infraction violations bureau and to further define and clarify the provisions in this Article.

Ayes:

Nays:

Absent:

Motion:



MEMORANDUM

To: Mayor Dean and City Council
From: Kristen Kapelanski, Community Development Director
Date: February 23, 2026
Subject: Code Enforcement – City Code Amendment

Madam Mayor and Members of City Council,

Background

- Staff in the Community Development Department (along with assistance from other relevant departments) have been working to update our processes and procedures for Code Enforcement to determine how we can improve services and create some efficiencies. This is an effort led by Community Development with the assistance of the City Attorney, the Department of Public Works and the Public Safety Department.
- In 1994, the Legislature enacted Public Act 12 of 1994 (the “Act”). The Act allowed a local government to establish a Municipal Civil Infractions Bureau as a mechanism to handle violations internally. It also created a process to prosecute municipal civil infraction citations in the court system.
- In accordance with the Act, in 1994 the City adopted the Municipal Civil Infraction Ordinance and reclassified many of the City’s ordinances as municipal civil infractions (instead of criminal misdemeanors). Currently the City’s Ordinance only allows for issuance of citations in the court system.

Summary

- Instead of citations issued through the court system as a first ticket, many communities have created an interim step, allowed by the Act, and established an internal Municipal Civil Infractions Bureau, which precedes court involvement.
- This has been identified as a best practice by the City Attorney’s office and they have drafted the attached amendment to modify the City’s code enforcement procedures in accordance with the Act.
- The flow charts on the following page outline the process a typical ordinance violation would take under the current process versus the proposed process.

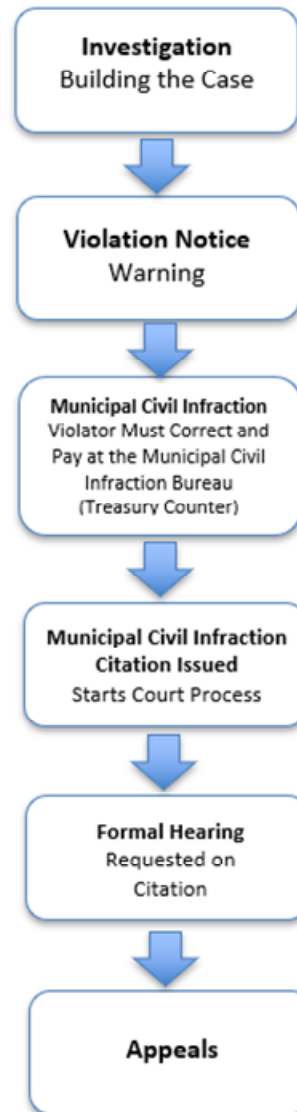
CURRENT PROCESS



Assumes
continued non-
compliance



PROPOSED PROCESS



- There are several advantages to the issuance of violations at the Municipal Civil Infractions Bureau versus citations issued in the court system.
 - It provides residents with one last opportunity to resolve the violation without court involvement.
 - All monies cited as fines for violations are paid to the City and stay with the City. (Most of the fines and costs collected through the court system go to the district court.)
 - The use of violations issued at the Bureau is a way to put more force behind the need to get the violation remedied without having to move through the court system, which can be costly, cumbersome and takes some of the control away from City staff and contractors. (If a violation is not corrected, citations can be issued and the court process can proceed.)

Recommendation

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the first reading of the City Council of the City of Berkley, Michigan, to amend Chapter 82, Article IX, Municipal Civil Infractions of the Berkley City Code to add a municipal civil infraction violations bureau and to further define and clarify the provisions in this Article.

AN ORDINANCE
of the City Council of the City of Berkley, Michigan, to amend Chapter 82,
Article IX – Municipal Civil Infractions, of the Berkley City Code
to add a municipal civil infraction violation bureau and to further define and
clarify the provisions in the Article.

THE CITY OF BERKLEY ORDAINS:
CHAPTER 82 – OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE IX. MUNICIPAL CIVIL INFRACTIONS

Sec. 82-431. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act: Public Act No. 236 of 1961 (MCL 600.101 et seq.), as amended.

Authorized city official: Any member of the Department of Public Safety, City Manager, Building Official, Zoning Officer, Code Enforcement Officer, and such other officers employees, inspectors ~~police officer, public safety officer, code officer, animal control officer~~ or other personnel of the city authorized by this Code or any ordinance to issue municipal civil infraction citations or municipal civil infraction violation notices.

Municipal civil infraction: An act or omission that is prohibited by this Code or any ordinance of the city, but which is not a crime under this Code or other ordinance, and for which civil sanctions, including, without limitation, fines, damages, expenses and costs, may be ordered, as authorized by chapter 87, the Act (MCL 600.8701 et seq.). A municipal civil infraction is not a lesser included offense of a violation of this Code that is a criminal offense.

Municipal civil infraction action: A civil action in which the defendant is alleged to be responsible for a municipal civil infraction.

Municipal civil infraction bureau: Refers to the city municipal ordinance violations bureau established in Sec. 82-436.

Municipal civil infraction citation: A written complaint or notice prepared by an authorized city official, directing a person to appear in court regarding the occurrence or existence of a municipal civil infraction violation by the person cited.

Municipal civil infraction determination: A determination that a defendant is responsible for a municipal civil infraction by one of the following:

- (1) An admission of responsibility for the municipal civil infraction.
- (2) An admission of responsibility for the municipal infraction, "with explanation."
- (3) A preponderance of the evidence at an informal hearing or formal hearing.
- (4) A default judgment for failing to appear at a schedule appearance.

Municipal civil infraction violation notice: A written notice prepared by an authorized city official, directing a person to appear at the city municipal ordinance violations bureau and to pay the fine and costs, if any, prescribed for the violation by the schedule, as authorized under sections 8396 and 8707(6) of the Act (MCL 600.8396, 600.8707(6)).

Repeat offense: A determination of responsibility for a second or any subsequent municipal civil infraction with regard to the same Code provisions, committed by the same person within any three-year period, unless some other period is specifically provided with regard to a specific Code provision.

Responsible or responsibility: A determination entered by a court that a person is in violation of a provision of this Code prescribed to be a municipal civil infraction.

Violation: Includes any act which is prohibited or made or declared to be unlawful or an offense by this Code or any ordinance; and **including any affirmative defenses as well as** any omission or failure to act where the act is required by this Code or any ordinance.

Sec. 82-432. Sanctions Municipal civil infraction action; commencement.

~~The sanction for a violation which is a municipal civil infraction shall be a civil fine in the amount as provided by this Code or any other ordinance, plus costs, damages, expenses and other sanctions, as authorized under chapter 87 of the Act (MCL 600.8701 et seq.), and other applicable laws or as determined by the court.~~

- ~~(1) Unless otherwise specifically provided for a particular municipal civil infraction violation by this Code or any ordinance, the civil fine for a violation shall not exceed \$500.00, plus costs and other sanctions, for each infraction.~~
- ~~(2) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this Code or any ordinance. As used in this section, "repeat offense" means a second (or any subsequent) municipal civil infraction of the same requirement or provision:

 - ~~a. Committed by a person within any six-month period (unless some other period is specifically provided by this Code or any ordinance); and~~
 - ~~b. For which the person admits responsibility or is determined to be responsible.~~~~

~~A municipal civil infraction action may be commenced upon the issuance by an authorized city official of either of the following:~~

- (1) A municipal civil infraction citation directing the person alleged to be responsible to appear in court.
- (2) An authorized city official may issue a citation to a person if, based upon investigation, the official has reasonable cause to believe that a person is responsible for municipal civil infraction.
- (3) An authorized official may issue a citation to a person if, based upon investigation of a complaint by someone who allegedly witnessed the person violate an ordinance, a violation of which is a municipal civil infraction, the official has reasonable cause to believe that the person is responsible for a municipal civil infraction, and if the prosecuting attorney or other attorney for the city for whom the authorized local officer is acting approved, in writing, the issuance of a citation.

Sec. 82-433. ~~Separate offenses~~ Municipal civil infraction citations – issuance and service.

~~Each day on which any violation of this Code or any ordinance continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense.~~

Municipal civil infraction citations shall be issued and served by authorized city officials in the following manner:

- (1) Except as otherwise provided below, the authorized city official shall personally serve a copy of the citation upon the alleged violator.
- (2) The time for appearance specified in a citation shall be within a reasonable time after the citation is issued.
- (3) The place for appearance specified in a citation shall be the district court.
- (4) Each citation shall be numbered consecutively and shall be in a form approved by the state court administrator. The original citation shall be filed with the district court. Copies of the citation shall be retained by the city and issued to the alleged violator as provided by section 8705 of the Act (MCL 600.8705).
- (5) A citation for a municipal civil infraction signed by an authorized city official shall be treated as made under oath if the violation alleged in the citation occurred in the presence of the official signing the complaint and if the citation contains the following statement immediately above the date and signature of the official: "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief."
- (6) An authorized city official who witnesses a person commit a municipal civil infraction shall prepare and subscribe, as soon as possible and as completely as possible, an original and required copies of a citation.
- (7) An authorized city official may issue a citation to a person if:

- a. Based upon investigation, the official has reasonable cause to believe that the person is responsible for a municipal civil infraction; or
 - b. Based upon investigation of a complaint by someone who allegedly witnessed the person commit a municipal civil infraction, the official has reasonable cause to believe that the person is responsible for an infraction and if the prosecuting attorney or city attorney approves in writing the issuance of the citation.
- (8) Municipal civil infraction citations shall be served by an authorized city official as follows:
- a. Except as provided by other sections of this article, an authorized city official shall personally serve a copy of the citation upon the alleged violator.
 - b. If the municipal civil infraction action involved the use or occupancy of land, a building or other structure, a copy of the citation does not need to be personally served upon the alleged violator, but may be served upon an owner or occupant of the land, building or structure by posting the copy on the land or attaching the copy to the building or structure. In addition, a copy of the citation shall be sent first class mail to the owner of the land, building or structure at the owner's last known address.
 - c. A citation served as provided in subsection (8)(b) of this section, for a violation involving the use or occupancy of land, building or structure, shall be processed in the same manner as a citation served personally upon a violator.

Sec. 82-434. Remedies Same—Contents.

~~In addition to any remedies available at law, the city may bring an action for an injunction or other process against a person to restrain, prevent or abate any violation of this Code or any city ordinance.~~

- (a) A municipal ordinance citation shall contain the name and address of the alleged violator, the municipal civil infraction alleged, the place where the alleged violator shall appear in court, the telephone number of the court, and the time at or by which the appearance shall be made.
- (b) Further, the citation shall inform the alleged violator that he or she may do one of the following:
 - (1) Admit responsibility for the municipal civil infraction by mail, in person, or by representation, at or by the time specified for appearance.
 - (2) Admit responsibility for the municipal civil infraction "with explanation" by mail by the time specified for appearance, or in person, or by representation.
 - (3) Deny responsibility for the municipal civil infraction by doing either of the following:

- a. Appearing in person for an informal hearing before a judge or district court magistrate, without the opportunity of being represented by an attorney, unless a formal hearing before a judge is requested by the city.
 - b. Appearing in court for a formal hearing before judge, with the opportunity of being represented by an attorney.
- (c) The citation shall also inform the alleged violator of all of the following:
 - (1) That if the alleged violator desires to admit responsibility "with explanation" in person or by representation, the alleged violator must apply to the court in person, by mail, by telephone or by representation within the time specified for appearance and obtain a scheduled date and time for an appearance.
 - (2) That if the alleged violator desires to deny responsibility, the alleged violator must apply to the court in person, by mail, by telephone or by representation within the time specified for appearance and obtain a scheduled date and time to appear for a hearing unless a hearing date is specified on the citation.
 - (3) That a hearing shall be an informal hearing unless a formal hearing is requested by the alleged violator or the city.
 - (4) That at an informal hearing the alleged violator must appear in person before a judge or district court magistrate, without the opportunity of being represented by an attorney.
 - (5) That at a formal hearing the alleged violator must appear in person before a judge with the opportunity of being represented by an attorney.
- (d) The citation shall contain a notice in boldface type that the failure of the alleged violator to appear within the time specified in the citation or at the time scheduled for a hearing or appearance is a misdemeanor and will result in entry of a default judgment against the alleged violator on the municipal civil infraction.

Sec. 82-435. ~~Municipal civil infraction action; commencement~~ Service of municipal civil infraction violation notice.

~~A municipal civil infraction action may be commenced upon the issuance by an authorized city official of a municipal civil infraction citation directing the alleged violator to appear in court.~~

- (a) Except as provided in subsection (b) of this section, an authorized official shall personally serve a copy of the municipal civil infraction violation notice upon alleged violators.
- (b) In a municipal civil infraction action involving the use or occupancy of land, building or other structure, a copy of the municipal civil infraction violation notice need not be personally served upon the alleged violator but may be served upon an owner or occupant of the land, building, or structure by posting a copy on the land or attaching the copy to the building or structure. In addition, a copy of the notice shall be sent by first class mail to the owner of the land, building or structure at the owner's last known address.

**Sec. 82-436. ~~Municipal civil infraction citations—Issuance and service~~
~~Establishment of city municipal ordinance violations bureau.~~**

~~Municipal civil infraction citations shall be issued and served by authorized city officials as follows:~~

- ~~(1) The time for appearance specified in a citation shall be within a reasonable time after the citation is issued.~~
 - ~~(2) The place for appearance specified in a citation shall be the district court.~~
 - ~~(3) Each citation shall be numbered consecutively and shall be in a form approved by the state court administrator. The original citation shall be filed with the district court. Copies of the citation shall be retained by the city and issued to the alleged violator as provided by section 8705 of the Act (MCL 600.8705).~~
 - ~~(4) A citation for a municipal civil infraction signed by an authorized city official shall be treated as made under oath if the violation alleged in the citation occurred in the presence of the official signing the complaint and if the citation contains the following statement immediately above the date and signature of the official: "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief."~~
 - ~~(5) An authorized city official who witnesses a person commit a municipal civil infraction shall prepare and subscribe, as soon as possible and as completely as possible, an original and required copies of a citation.~~
 - ~~(6) An authorized city official may issue a citation to a person if:~~
 - ~~a. Based upon investigation, the official has reasonable cause to believe that the person is responsible for a municipal civil infraction; or~~
 - ~~b. Based upon investigation of a complaint by someone who allegedly witnessed the person commit a municipal civil infraction, the official has reasonable cause to believe that the person is responsible for an infraction and if the prosecuting attorney or city attorney approves in writing the issuance of the citation.~~
 - ~~(7) Municipal civil infraction citations shall be served by an authorized city official as follows:~~
 - ~~a. Except as provided by other sections of this article, an authorized city official shall personally serve a copy of the citation upon the alleged violator.~~
 - ~~b. If the municipal civil infraction action involved the use or occupancy of land, a building or other structure, a copy of the citation does not need to be personally served upon the alleged violator, but may be served upon an owner or occupant of the land, building or structure by posting the copy on the land or attaching the copy to the building or structure. In addition, a copy of the citation shall be sent first class mail to the owner of the land, building or structure at the owner's last known address.~~
- (a) *Established.* The city hereby establishes a municipal ordinance violations bureau as authorized under section 8396 of the Revised Judicature Act of 1961 (MCL

600.8396) to accept admissions of responsibility for municipal civil infractions in response to municipal civil infraction violation notices issued and served by authorized city officials, and to collect and retain civil fines and costs as prescribed by this Code or any ordinance.

- (b) *Location; supervision; employees; rules and regulations.* The bureau shall be located at city hall, and shall be under the supervision and control of the city treasurer. The city treasurer shall operate the Bureau in accordance with the Municipal Civil Infraction Policies and Procedures adopted by City Council and appoint any necessary qualified city employees to administer the bureau. The expense of operating the municipal ordinance violations bureau shall be borne by the city.
- (c) *Disposition of violations.* The bureau may dispose only of municipal civil infraction violations for which a fine has been scheduled and for which a municipal civil infraction violation notice (as compared with a citation) has been issued. The fact that a fine has been scheduled for a particular violation shall not entitle any person to dispose of the violation at the bureau. Nothing in this article shall prevent or restrict the city from issuing a municipal civil infraction citation for any violation or from prosecuting any violation in a court of competent jurisdiction. No person shall be required to dispose of a municipal civil infraction violation at the bureau and any person may have the violation processed before a court of appropriate jurisdiction. The unwillingness of any person to dispose of any violation at the bureau shall not prejudice the person or in any way diminish the person's rights, privileges and protection accorded by law.
- (d) *Bureau limited to accepting admissions of responsibility.* The scope of the bureau's authority shall be limited to accepting admissions of responsibility for municipal civil infractions and collecting and retaining civil fines and costs as a result of those admissions. The bureau shall not accept payment of a fine from any person who denies having committed the offense or who admits responsibility only with explanation, and in no event shall the bureau determine, or attempt to determine, the truth or falsity of any act or matter relating to an alleged violation.
- (e) *Municipal civil infraction violation notices.* Municipal civil infraction violation notices shall be issued and served by authorized city officials under the same circumstances and upon the same persons as provided for citations as provided in section 82-433(7) and (8). In addition to any other information required by this Code or other ordinance, the notice of violation shall indicate the time by which the alleged violator must appear at the bureau, the methods by which an appearance may be made, the address and telephone number of the bureau, the hours during which the bureau is open, the amount of the fine scheduled for the alleged violation, and the consequences for failure to appear and pay the required fine within the required time.
- (f) *Appearances; payment of fines and costs.* An alleged violator receiving a municipal civil infraction violation notice shall appear at the bureau and pay the specified fine and costs at or by the time specified for appearance in the

municipal civil infraction violation notice. An appearance may be made by mail, in person, or by representation.

- (g) *Procedure where admission of responsibility not made or fine not paid.* If an authorized city official issues and serves a municipal ordinance violation notice and if an admission of responsibility is not made and the civil fine and costs, if any, prescribed by the schedule of fines for the violation are not paid at the bureau, a municipal civil infraction citation may be filed with the district court and a copy of the citation may be served by first class mail upon the alleged violator at the alleged violator's last known address. The citation filed with the court does not need to comply in all particulars with the requirements for citations as provided by sections 8705 and 8709 of the Revised Judicature Act (MCL 600.8705, 600.8709), but shall consist of a sworn complaint containing the allegations stated in the municipal ordinance violation notice and shall fairly inform the alleged violator how to respond to the citation.

Sec. 82-437. ~~Same—Contents~~ Sanctions.

- ~~(a) A municipal ordinance citation shall contain the name and address of the alleged violator, the municipal civil infraction alleged, the place where the alleged violator shall appear in court, the telephone number of the court, and the time at or by which the appearance shall be made.~~
- ~~(b) Further, the citation shall inform the alleged violator that he or she may do one of the following:~~
- ~~(1) Admit responsibility for the municipal civil infraction by mail, in person, or by representation, at or by the time specified for appearance.~~
 - ~~(2) Admit responsibility for the municipal civil infraction "with explanation" by mail by the time specified for appearance, or in person, or by representation.~~
 - ~~(3) Deny responsibility for the municipal civil infraction by doing either of the following:~~
 - ~~a. Appearing in person for an informal hearing before a judge or district court magistrate, without the opportunity of being represented by an attorney, unless a formal hearing before a judge is requested by the city.~~
 - ~~b. Appearing in court for a formal hearing before judge, with the opportunity of being represented by an attorney.~~
- ~~(c) The citation shall also inform the alleged violator of all of the following:~~
- ~~(1) That if the alleged violator desires to admit responsibility "with explanation" in person or by representation, the alleged violator must apply to the court in person, by mail, by telephone or by representation within the time specified for appearance and obtain a scheduled date and time for an appearance.~~
 - ~~(2) That if the alleged violator desires to deny responsibility, the alleged violator must apply to the court in person, by mail, by telephone or by representation within the time specified for appearance and obtain a scheduled date and~~

~~time to appear for a hearing unless a hearing date is specified on the citation.~~

- ~~(3) That a hearing shall be an informal hearing unless a formal hearing is requested by the alleged violator or the city.~~
- ~~(4) That at an informal hearing the alleged violator must appear in person before a judge or district court magistrate, without the opportunity of being represented by an attorney.~~
- ~~(5) That at a formal hearing the alleged violator must appear in person before a judge with the opportunity of being represented by an attorney.~~
- ~~(d) The citation shall contain a notice in boldface type that the failure of the alleged violator to appear within the time specified in the citation or at the time scheduled for a hearing or appearance is a misdemeanor and will result in entry of a default judgment against the alleged violator on the municipal civil infraction.~~

The sanction for a violation which is a municipal civil infraction shall be a civil fine in the amount as provided by this Code or any other ordinance, plus costs, damages, expenses and other sanctions, as authorized under chapter 87 of the Act (MCL 600.8701 et seq.), and other applicable laws or as determined by the court.

- (1) Unless otherwise specifically provided for a particular municipal civil infraction violation by this Code or any ordinance, the civil fine for a violation shall not exceed \$500.00, plus costs and other sanctions, for each infraction.
- (2) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this Code or any ordinance. As used in this section, "repeat offense" means a second (or any subsequent) municipal civil infraction of the same requirement or provision:
 - a. Committed by a person within any six-month period (unless some other period is specifically provided by this Code or any ordinance); and
 - b. For which the person admits responsibility or is determined to be responsible.

Sec. 82-438. ~~Appearance; payment of fines and costs~~ Schedule of civil fines established.

~~An alleged violator receiving a municipal civil infraction violation shall appear at the court and pay the specified fine and costs at or by the time specified for appearance in the municipal civil infraction violation. An appearance may be made by mail, in person or by representation.~~

- (a) *Civil fines.* A schedule of civil fines payable to the bureau for admissions of responsibility by persons served with a municipal ordinance violation notice is hereby established. The following civil fines shall apply in the event of a determination of responsibility for a municipal civil infraction, unless a different fine is specified in connection with a particular ordinance provision:

- (1) *The first offense.* The civil fine for a first offense violation shall be in an amount of \$100.00, plus cost and other sanctions, for each offense.
 - (2) *First repeat of offense.* The civil fine for any offense which is a first repeat offense shall be in an amount of \$250.00, plus cost and other sanctions, for each offense.
 - (3) *Second (or any subsequent) repeat of offense.* The civil fine for any offense which is a second or subsequent repeat offense shall be in an amount of \$500.00, plus cost and other sanctions, for each offense.
- (b) *Judgments, writs and orders.* In addition to ordering the defendant determined to be responsible for a municipal civil infraction to pay a civil fine, costs, damages and expenses, the judge or magistrate shall be authorized to issue any judgment, writ or order necessary to enforce, or enjoin violation of, this article.
 - (c) *Continuing offense.* Each act of violation and each day upon which any such violation shall occur, shall constitute a separate offense.
 - (d) *Remedies not exclusive.* In addition to any remedies provided for in this article, any equitable or other remedies available may be sought.
 - (e) *Judge or magistrate.* The judge or magistrate shall also be authorized to impose costs, damages and expenses as provided by law.
 - (f) *Default on payment of fines and costs.* A default in the payment of a civil fine, costs, damages or expenses ordered under subsection (a) or (b) of this section or an installment of the fine, costs, damages or expenses, as allowed by the court, may be collected by the city by a means authorized for the enforcement of a judgment under Chapters 40 or 60 of the Revised Judicature Act, Public Act No. 236 of 1961 (MCL 600.4001 et seq., 600.6001 et seq.).
 - (g) *Failure to comply with judgment or order.* If a defendant fails to comply with an order or judgment issued pursuant to this section within the time prescribed by the court, the court may proceed under subsection (i) of this section.
 - (h) *Failure to appear in court.* A defendant who fails to answer a citation or notice to appear in court for a violation of this article is guilty of a misdemeanor, punishable by a fine of not more than \$500.00, plus costs and/or imprisonment not to exceed 90 days.
 - (i) *Civil contempt.*
 - (1) If a defendant defaults in the payment of a civil fine, costs, damages, expenses or installment as ordered by the district court, upon motion of the city or upon its own motion, the court may require the defendant to show cause why the defendant should not be held in civil contempt and may issue a summons, order to show cause, or bench warrant of arrest for the defendant's appearance.
 - (2) If a corporation or an association is ordered to pay a civil fine, costs, damages or expenses, the individuals authorized to make disbursements shall pay the

fine, costs damages or expenses, and their failure to do so shall be civil contempt unless they make the showing required in this subsection.

- (3) Unless the defendant shows that the default was not attributable to an intentional refusal to obey the order of the court or to a failure on his part to make a good faith effort to obtain the funds required for payment, the court shall find that the default constitutes a civil contempt and may order the defendant committed until all or a specified part of the amount due is paid.
 - (4) If it appears that the default in the payment of a civil fine, costs, damages or expenses does not constitute civil contempt, the court may enter an order allowing the defendant additional time for payment, reducing the amount of payment or of each installment or revoking the fine, costs, damages or expenses.
 - (5) The term of imprisonment on civil contempt for nonpayment of a civil fine, costs, damages or expenses shall be specified in the order of commitment and shall not exceed one day for each \$30.00 due. A person committed for nonpayment of a civil fine, costs, damages or expenses shall be given credit toward payment for each day of imprisonment and each day of detention in default of recognizance before judgment at the rate of \$30.00 per day.
 - (6) A defendant committed to imprisonment for civil contempt for nonpayment of a civil fine, costs, damages or expenses shall not be discharged from custody until one of the following occurs:
 - a. Defendant is credited with an amount due pursuant to subsection (i)(5) of this section.
 - b. The amount due is collected through execution of process or otherwise.
 - c. The amount due is satisfied pursuant to a combination of subsections (i)(6)a and b of this section.
 - (7) The civil contempt shall be purged upon discharge of the defendant pursuant to subsection (i)(6) of this section.
- (j) *Lien against land, building or structure.* If a defendant does not pay a civil fine, costs or installment ordered under subsection (a) or (b) of this section within 30 days after the date upon which the payment is due for a violation of this article involving the use or occupation of land, a building or other structure, the city may obtain a lien against the land, building or structure involved in the violation by recording a copy of the court order requiring payment of the fine and costs with the register of deeds for the county. The court order shall not be recorded unless a legal description of the property is incorporated in or attached to the court order.
- (1) The lien is effective immediately upon recording of the court order with the register of deeds.
 - (2) The court order recorded with the register of deeds shall constitute the pendency of the lien. In addition, a written notice of lien shall be sent by the city by first class mail to the owner of record of the land, building or structure at the owner's last known address.

- (3) The lien may be enforced and discharged by the city in the manner described by its Charter, by the General Property Tax Act, Public Act No. 206 of 1893 (MCL 211.1 et seq.), or by an ordinance duly passed by the city. However, property is not subject to sale under Section 60 of Public Act No. 206 of 1893 (MCL 211.60), for nonpayment of a civil fine or costs or an installment ordered under subsection (a) or (b) of this section unless the property is also subject to sale under Public Act No. 206 of 1893 (MCL 211.1 et seq.) for delinquent property taxes.
- (4) A lien created under this section has priority over any other lien unless one or more of the following apply:
 - a. The other lien is a lien for taxes or special assessments.
 - b. The other lien is created before the effective date of the amended ordinance that added this section.
 - c. Federal law provides the other lien has priority.
 - d. The other lien is recorded before the lien under this section is recorded.
- (5) The city may institute an action in a court of competent jurisdiction for collection of the fines and costs imposed by a court order for a violation of this article. However, an attempt by the city to collect the fines or costs does not invalidate or waive the lien upon the land, building or structure.
- (6) A lien provided for by this subsection shall not continue for a period longer than five years after a copy of the court order imposing a fine or cost is recorded, unless within that time an action to enforce the lien is commenced.

Sec. 82-439. ~~Procedure when violation is not corrected after warning~~ - shall be deleted in its entirety.

~~If an authorized city official issues and serves a municipal ordinance violation warning and if the violation is not corrected, a municipal civil infraction citation may be filed with the district court and a copy of the citation may be served by first class mail upon the alleged violator at the alleged violator's last known address. The citation filed with the court does not need to comply in all particulars with the requirements for citations as provided by sections 8705 and 8709 of the Act (MCL 600.8705, 600.8709), but shall consist of a sworn complaint containing the allegations stated in municipal ordinance violation notice and shall fairly inform the alleged violator how to respond to the citation.~~

ARTICLE II – 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.

ARTICLE III - EFFECTIVE DATE.

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

ARTICLE IV: 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 V: 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.

BY: _____

BY: _____

February 23, 2026 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to (approve/deny/postpone) the first reading of the City Council of the City of Berkley, Michigan, to amend Chapter 26, Article VII, Residential Grading and Drainage Standards, Section 26- 336(c) to amend as built drawing procedures for single family residential new construction.

Ayes:

Nays:

Absent:

Motion:



MEMORANDUM

To: Mayor Dean and City Council
From: Kristen Kapelanski, Community Development Director
Date: February 23, 2026
Subject: Residential Grading – City Code Amendment

Madam Mayor and Members of City Council,

Background

- Article VII of Chapter 26 of the City Code provides standards for residential grading and drainage, particularly as they relate to additions to existing homes and new construction.
- Presently, contractors and home owners who have pulled permits related to additions/accessory structures of a certain size and new residential construction, must submit an “as built” drawing at the conclusion of the construction certifying the final grades of the property.
- The City recently switched to Spalding DeDecker as the City’s engineering consultant and staff has been reviewing and working through several processes, including residential construction, in an effort to review and update them as needed.

Summary

- The proposed amendment revises the process for “as built” drawings. “As built” will now be prepared by the City’s engineering consultant at the completion of the construction. This will include an inspection to confirm the final grades match the proposed grades on the submitted plot plan and do not violate City Code requirements.

Recommendation

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the first reading of the City Council of the City of Berkley, Michigan, to amend Chapter 26, Article VII, Residential Grading and Drainage Standards, Section 26-336(c) to amend as built drawing procedures for single family residential new construction.

AN ORDINANCE
of the City Council of the City of Berkley, Michigan, to amend Chapter 26, Article VII,
Residential Grading and Drainage Standards, Section 26-336(c) to amend as built drawing
procedures for single family residential construction.

THE CITY OF BERKLEY ORDAINS:

CHAPTER 26 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE I - AMENDMENT

Sec. 26-336(c) – *As built*s of the Berkley City Code is amended to modify the procedures for as built drawings and temporary certificates of occupancy for single family residential new construction, as follows:

(c) *As built*s. “As built” drawings, ~~signed and sealed by a licensed engineer, surveyor or architect must be submitted to the community development department~~ will be prepared by the city engineer at the completion of construction following inspection and approval of the final grades and, prior to landscaping. A final certificate of occupancy shall not be issued until ~~the “as built” have been reviewed and approved~~ final approval by the building official and/or city engineer. A temporary certificate of occupancy may be issued, if determined appropriate, by the building official upon the posting by the permit holder or his authorized agent, of a cash bond in the sum of \$1,000.00, said to be released upon ~~approval of “as built” drawings and~~ issuance of the final certificate of occupancy.

ARTICLE II – 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.

ARTICLE III - EFFECTIVE DATE.

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

ARTICLE IV: 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 V: 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.

BY: _____

BY: _____

DRAFT

February 23, 2026 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to (approve/deny/postpone) the first reading of the City Council of the City of Berkley, Michigan, to amend Section 130-79 of Chapter 130, Article III – Noxious Weeds, of the Berkley City Code.

Ayes:

Nays:

Absent:

Motion:



MEMORANDUM

To: Mayor Dean and City Council
From: Kristen Kapelanski, Community Development Director
Date: February 23, 2026
Subject: Noxious Weeds Notice – City Code Amendment

Madam Mayor and Members of City Council,

Background

- Act 359 of 1941 of the State of Michigan requires municipalities to publish a notice in a newspaper of general circulation stating that weeds not cut by May 1st may be removed by the municipality at the owner's expense.

Summary

- The proposed amendment includes the notice requirement, which must be published in March of each year.
- Individual door hangers will continue to be used, per the ordinance requirements, to notify property owners they are in violation of the noxious weeds ordinance, with one notice given per growing season for grass and weeds over eight inches.
- If the grass and weeds are not cut within five days, the City will cut the property and the cost will be passed onto the property owner.

Recommendation

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the first reading of the City Council of the City of Berkley, Michigan, to amend Section 130-79 of Chapter 130, Article III – Noxious Weeds, of the Berkley City Code.

AN ORDINANCE

of the City Council of the City of Berkley, Michigan, to amend Section 130-79 of Chapter 130, Article III - Noxious Weeds, of the Berkley City Code.

THE CITY OF BERKLEY ORDAINS:***ARTICLE III. NOXIOUS WEEDS*****Sec. 130-76. Exemptions.**

Exempted from the provisions of this article are flower gardens, plots of shrubbery, vegetable gardens and small grain plots, except that under no circumstances are invasive species as defined in section 130-90 allowed. An exemption under the terms of this section cannot be claimed unless the land has been cultivated and cared for in a manner appropriate to such exempt categories.

Sec. 130-77. Cutting required.

No person occupying any premises and no person owning any unoccupied premises shall permit or maintain on any such premises any growth of weeds, grass or other rank vegetation to a greater height than eight inches, or any accumulation of dead weeds, grass or brush. No such occupant or owner shall cause, suffer or allow poison ivy, ragweed, poisonous plants, or plants detrimental to health, to grow on any premises in such manner that any part of such ivy, ragweed, poisonous or harmful weed shall extend upon, overhang or border any public place, or allow seed, pollen or other poisonous particles or emanations therefrom to be carried through the air into any public place.

Sec. 130-78. Duty of occupant or owner.

It shall be the duty of the occupant of every premises and the owner of unoccupied premises within the city to cut and remove or destroy by lawful means, all such weeds, grass or rank, poisonous or harmful vegetation, except compost, which shall be maintained by proper composting procedures, as often as may be necessary to comply with the provisions of section 130-77; provided, however, that the cutting, removing or destroying of such weeds, grass and vegetation between April 15 and November 15 of each year, shall be deemed to be in compliance with the requirements of this article.

Sec. 130-79. **Notice; Abatement by city.**

(a) In the month of March, each year, the clerk shall publish a notice in a newspaper of general circulation in Oakland County stating that noxious weeds, weeds and uncontrolled vegetation which are not cut by May 1, may be cut by the city and the costs charged to the occupant and/or owner and, if not paid, the costs shall be collected as a special assessment against the property as provided in Chapter 102. The publication shall contain all the information required of the notice provisions provided for in Section 4 of Act 359 of the Public Acts of 1941, as amended.

(b) Notice of violation of sections 130-77 or 130-78 shall be given by delivering the notice personally to the owner of the property, by leaving notification at his residence, office or place of business or by mailing notice to such owner at his last known address; or in the alternative, if the owner is unknown, by posting the notice in a conspicuous place on the premises for five days. One notification for failure to comply with the provisions of either sections 130-77 and 130-78 shall be given for the growing season between April 15 and November 16 of each year.

(c) Upon notification, the occupant or owner of unoccupied premises shall cause the weeds, grass and other vegetation to be removed or destroyed within five days and continue to maintain such vegetation at a height of no greater than eight inches. Failure to cure a violation of section 130-77 or 130-78 in a timely manner will cause the city to abate the violation(s). The actual cost of such cutting, removal or destruction, plus 20 percent for inspection, enforcement and administrative costs in connection therewith, shall be collected as a special assessment against the property as provided in Chapter 102.

Sec. 130-80. Violations.

A person who violates any section of this article shall be responsible for a municipal civil infraction.

Secs. 130-81—130-89. Reserved.

February 23, 2026 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to (approve/deny/postpone) the first reading of the City Council of the City of Berkley, Michigan, to amend Chapter 38, Article III, Snow Emergencies, Section 38-33 of the City of Berkley Code of Ordinances to amend locations where parking is prohibited during a snow emergency.

Ayes:

Nays:

Absent:

Motion:



MEMORANDUM

To: Mayor Dean and City Council
From: Kristen Kapelanski, Community Development Director
Date: February 23, 2026
Subject: Snow Emergencies – City Code Amendment

Madam Mayor and Members of City Council,

Background

- Article III of Chapter 38 of the City Code provides standards for snow emergencies.
- The City recently approved an updated Overnight Parking Policy, which included standards for where to park in a snow emergency if a resident or business owner had purchased an annual on-street or municipal parking pass. A specific City parking lot will be designated as a parking area for passholders during snow emergencies and communicated to passholders via email.

Summary

- The proposed amendment references this change and refers to the adopted Overnight Parking Policy in cases of a snow emergency.

Recommendation

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the first reading of the City Council of the City of Berkley, Michigan, to amend Chapter 38, Article III, Snow Emergencies, Section 38-33 of the City of Berkley Code of Ordinances to amend locations where parking is prohibited during a snow emergency.

AN ORDINANCE
of the City Council of the City of Berkley, Michigan, to amend Chapter 38, Article III,
Snow Emergencies , Section 38-33 of the City of Berkley Code of Ordinances to amend
locations where parking is prohibited during a snow emergency.

THE CITY OF BERKLEY ORDAINS:

CHAPTER 38 – CIVIL EMERGENCIES

ARTICLE I - AMENDMENT

Sec. 38-33 – *Parking Prohibited During Snow Emergencies* of the Berkley City Code is amend locations where parking is prohibited during snow emergencies, as follows:

It shall be unlawful for a person to park or leave any vehicle on a street or municipal parking lot in the City of Berkley, except as permitted by the Overnight Parking Policy, after a snow emergency has been declared by the public safety director and publicly announced in accordance with section 38-34 below.

ARTICLE II – 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.

ARTICLE III - EFFECTIVE DATE.

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

ARTICLE IV: 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 V: 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.

BY: _____

BY: _____



MEMORANDUM

To: Mayor Dean and City Council
From: Rachel Patterson, Deputy City Clerk

Date: February 23, 2026
Subject: Updates to the fee schedule.

Madam Mayor and Members of City Council,

Background

Adjustments to the fee schedule

Summary

Community Development

- A \$1,300 fee has been added under Plan Examination fees for residential grading review and as built preparation. This was previously done as an escrow account. Spalding DeDecker will now be preparing the as built plans after a site inspection of final grades.
- Clarifications were made to the Construction Permits fees to indicate that the \$1,000 cash bond and two inspections fee applies to Wrecking/Demolition.
- A \$1,000 bond for all Temporary Certificates of Occupancy (TCO) was added to the Construction Permits fee. This is in accordance with the current residential grading ordinance and has been standard practice for TCO's issued for commercial properties as well.
- A clarification was added to the Plan Examination fees to indicate that the 20% administrative charge for third party reviews of plans applies to the plan review fee.
- New fees have been added for a zoning compliance and zoning verification process under Miscellaneous Fees. The zoning verification fee will be utilized when organizations, such as banks, are requesting official documentation from the City confirming the zoning district and allowable uses of a property. The zoning compliance fee will be utilized when any person or organization is

requesting documentation and confirmation from the City confirming the zoning district, allowable uses, approved variances and site plan conditions, etc. of a particular property.

- A 20% administration fee has been added for all third party site plan reviews. This is consistent with administrative charges for third party building plan reviews and covers the City's time for routing and logging reviews.
- All site plan engineering review costs have been changed from a fee and escrow amount to an escrow amount only. Spalding DeDecker will be conducting all utility, stormwater and site layout reviews in consultation with the Department of Public Works instead of both entities producing separate review letters. All review costs will be passed on to the applicant.
- All fees have been removed from the Dream Cruise Fees section with the exception of those applying to Woodward Avenue businesses and property owners. The majority of the information and fees listed under this section reflected processes from several years ago. This section may see additional updates when the City events policy is finalized.

Recommendation

Approve adjustments to the fee schedule.

February 23, 2026 Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to (approve/deny/postpone) the adjustments to the fee schedule.

Ayes:

Nays:

Absent:

Motion:



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CLERKS OFFICE FEES

Animal Licenses

SPAYED/NEUTERED

One Year	\$8.00
Two Year	\$16.00
Three Year	\$24.00

NOT SPAYED/NEUTERED

One Year	\$16.00
Two Year	\$24.00
Three Year	\$32.00

Other

Late Penalty After Deadline	\$10.00
Duplicate/Transfer of Tags	\$1.00

Bicycle License

Bicycle	\$1.00
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City Code

City Code Books

City Charter	Cost of print
City Code	Cost of print
Zoning Ordinance	Cost of print

Community Special Event

Application

Application Fee	\$200.00
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Cost Recovery

Incidental Cost (Postage, Notifications, Copying, ETC.)	Actual Cost
City Services & Equipment Use Fees	Actual Cost
City Staff (Based on RT/OT Hourly Rates)	Actual Cost

Film Permit

Film Permit	\$150.00
Film Permit (Deposit)	\$1,000.00



CLERKS OFFICE FEES CONTINUED

Handbills

One day only	\$10.00
One year	\$75.00

Liquor Licenses

Quota Licenses (Application)	\$300.00
Transfer Licenses	\$200.00
Development District Licenses	\$300.00
Amendments to existing Licenses	\$100.00
Annual Inspection (Per Section 14-37 Berkley Code)	\$100.00

Peddlers

Solicitation (Valid 90 days)	
Individual license	\$50.00
Ice Cream Peddler (valid 90 days – Ice cream is no later than 10/15 of current year)	
Individual License	\$50.00
Vehicle Plate	\$40.00
Cruise fest/Dream Cruise Weekend (Valid Fri. and Sat. in August only)	
Individual License	\$50.00
License Fee	\$200.00

Snow Removal

Snow Removal Operator – Annual Fee	\$25.00
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See file for insurance and inspection requirements

Valet Parking

Permit Types	
Initial Permit	\$200.00
Renewal Permit	\$100.00
Special Permit	\$50.00



CLERKS OFFICE FEES CONTINUED

Voter Registration

Registered and Absent Voter Lists

Email requests	\$35.00
AV Updates – Flat Fee	\$10.00
First page of printout	\$5.00
Each additional page of printout	\$0.20
Labels (copied on plain paper – per page fee)	\$0.30

Miscellaneous

Document recording	\$30.00
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COMMUNITY DEVELOPMENT FEES

Construction Permits

Registration

Residential Builder	\$35.00
Residential Maintenance and Alteration	\$35.00

Building Permit Fee

Based on Construction Value

\$ 1.00 – \$ 1,000.00	\$50.00
Each Additional \$ 1,000.00	\$20.00
First Inspection	\$50.00
Each Additional Inspection	\$45.00
Re-Inspection Fee	\$35.00
Reinstatement	\$50.00

Cash Builders Bond

\$ 100,000 – up	\$800.00
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Concrete Certificates

When no additional permit is obtained

Registration of Cement Contractor	\$35.00
Sidewalk	\$65.00
Sidewalk/Driveway Approach Bond	\$200.00
Driveway Approach	\$65.00
Pavement Break Permit (saw cut only)	\$40.00
Refundable Bond (required)	\$1,500.00
Curb Cut – per lineal foot	\$8.00
First Inspection	\$50.00
Each Additional Inspection	\$45.00
Initial Concrete Certificate and Inspection Fee NOT TO EXCEED	\$200.00

Bonds not required

Driveway Permit Certificate (new or replaced)/Service Walk (Not in right of way)	\$70.00
Fence Permit	\$60.00

Liability Insurance Requirements for all contractors

One Person	\$100,000.00
Each Occurrence	\$300,000.00
Property damage, each occurrence	\$10,000.00



COMMUNITY DEVELOPMENT FEES CONTINUED

Construction Permits Continued

Swimming Pools

Swimming Pool Contractor Registration	\$35.00
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Above Ground Pool	\$30.00
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One Inspection	\$50.00
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Electrical Permit (one inspection)	\$45.00
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Total	\$125.00
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Inground Pool	\$40.00
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Two Inspections	\$95.00
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Electrical Permit (two inspections)	\$80.00
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Total	\$215.00
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Wrecking/Demolition

Registration of Wrecking Contractor	\$35.00
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Accessory Structure	\$40.00
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Single Family Detached Dwelling	\$100.00
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Multiple Family and Non – Residential Construction	\$150.00
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Two Inspections Required	\$95.00
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Demolition Permit Cash Bond	\$1,000.00
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Concrete Cost Due to Sewer Retirement	
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Sidewalk	\$500.00
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Half Road	\$2,500.00
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Full Road	\$5,000.00
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Temporary Certificate of Occupancy	
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Cash Bond	\$1,000.00
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Shed	
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Shed – 36 sq. ft. or larger	\$20.00
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Two Inspections Required	\$95.00
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Total	\$115.00
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Building Moving

Registration of Building Moving Contractor	\$35.00
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Building Moving Permit	\$200.00
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Inspection (in city before moving)	\$100.00
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Inspection (out of city before moving)	\$100.00
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Building Moving Bond (site to site)	\$5,000
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Buidling Finishing Bond	\$1,500.00
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COMMUNITY DEVELOPMENT FEES CONTINUED

Plan Examination Fees*

Initial Plan Reviews

Building Structures within value of: (plus 20% of plan review fee for third party reviews)

\$ 0 – \$ 1,000.00	\$80.00
\$ 1,001.00 – \$ 50,000.00	\$100.00
\$ 50,001.00 – \$ 175,000.00	\$250.00
\$ 175,001.00 and over	0.0015 x Construction Value

Other

Conceptual Review by Third Party Consultant	Consulting Cost + 20% (Minimum \$50.00)
Revised Plans	\$50.00
Deck/Porch	\$100.00
Residential Grading and As-Builts (includes 2 reviews/inspections and as built preparation)	\$1,300.00

Fire Marshal Review Fees

Plan Review Fee (per hour)	\$35.00
Fire Alarm Plan Review (Sprinkler, including inspection)	\$75.00
Fire Alarm Pan Review (Alarm, including inspection)	\$75.00
Hood Suppression System Plan Review (all submission)	\$75.00

Vacant Structures

Single Family

Registration and inspection	\$200.00
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Multiple Family (Biennial) – First Unit

Registration and inspection	\$200.00
Each additional Multiple Family unit	\$30.00

Non-Residential Building (Biennial)

Registration and Inspection	\$200.00
Second Re-Inspection (billed only when required)	\$30.00



COMMUNITY DEVELOPMENT FEES CONTINUED

Electrical Permits

Permits

Registration

Electrical Contractor Registration	\$25.00
Fire Alarm Contractors Registration	\$25.00
Sign Specialty Contractors Registration	\$25.00
Minimum Fee	\$45.00
Re-Inspection Fee	\$30.00

Circuits – New or Extended

First Circuit	\$30.00
Each Additional Circuit	\$12.00

Service (Disconnect/Subpanel)

Temporary	\$50.00
100 amp or less	\$45.00
125 amp to 200 amp	\$45.00
225 amp to 400 amp	\$50.00
Over 400 amp	\$110.00

General Repairs	\$40.00
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Fixtures

First 25 sockets	\$30.00
Additional 25 sockets at the same address	\$15.00

Appliances (Furnace, Dryer, Water Heater, Range, Attic Fan, Air Conditioner)

First Appliance	\$30.00
Additional unit at same address	\$15.00

Generators

New or Extended Circuit	\$55.00
Generators (whole house)	\$80.00



COMMUNITY DEVELOPMENT FEES CONTINUED

Electrical Permits Continued

Permits

Electrical Heat

First Room	\$30.00
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Additional Room	\$15.00
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Electric Car Charging Circuits

First Circuit	\$65.00
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Each Additional	\$20.00
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Low Voltage

1-20 devices	\$45.00
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21-100 devices	\$75.00
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101-200 devices	\$105.00
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200+ devices	\$135.00
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Welders, Heating, Power Units and Rooftop Unit

Power Plug Outlet 240 V	\$45.00
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Solar Panels	\$100.00
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Wind Turbines

First Turbine	\$75.00
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Each Additional	\$15.00
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Feeder Main, Buss Ducts, Floor Raceway

First 100 feet	\$30.00
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Additional 50 Feet	\$20.00
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Public Safety Alarms

First alarm system panel	\$40.00
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Each additional panel	\$15.00
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Each horn, strobe, etc.	\$10.00
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Special Inspections

Special Event or Referral Inspection	\$80.00
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Liability Insurance Requirements For all Contractors

One Person	\$100,000.00
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Each Occurrence	\$300,000.00
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Property damage, each occurrence	\$10,000.00
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COMMUNITY DEVELOPMENT FEES CONTINUED

Heating Permits	
Registration	
Registration	\$15.00
Minimum Fee	\$45.00
Re-Inspection Fee	\$30.00
Furnace	
Oil or Gas Fired/ Air Handler	
100,00 BTU and under	\$55.00
Over 100,00 BTU	\$70.00
Each additional unit at same address	\$50.00
Rooftop unit (per unit) additional to BTU's	\$30.00
Other	
Chimney Liner	\$25.00
Condensation Pumps	\$35.00
Conversion of Furnace	\$30.00
Damper	\$25.00
Duct Work – alteration of existing system	\$35.00
Duct Work – new construction	\$75.00
Electronic Air Cleaner	\$30.00
Exhaust Fans or Stove Hoods	\$35.00
Fireplace	\$65.00
Gas Line Per Opening	\$20.00
Gas Line	\$35.00
Gas Pressure Test	\$25.00
Humidifier	\$20.00
Hydronic Heat	\$40.00
Incinerator	\$25.00
Pool Heater	\$30.00
Space Heating	\$25.00
Thermal Expansion Tanks	\$20.00
Welded Exhaust Vents (commercial)	\$50.00
Water Heater	\$40.00
Recovering Ventilator (ERV/HRV)	\$50.00



COMMUNITY DEVELOPMENT FEES CONTINUED

Heating Permits Continued

Other

Fire Suppression (per head)	\$30.00 + \$1.00 per head
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Heat Pumps

First One	\$60.00
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Each additional unit at same address	\$20.00
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Hood Suppression (per unit)

First One	\$100.00
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Each additional unit at same address	\$20.00
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Liability Insurance Requirements For all Contractors

One Person	\$1,000,000.00
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Each Occurrence	\$2,000,000.00
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Property damage, each occurrence	\$10,000.00
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Special Inspections

Referral Inspections	\$80.00
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Plumbing Permits

Registration

Contractor	\$25.00
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Minimum Fee	\$45.00
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Re-Inspection	\$30.00
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Permit Fees

Backflow Preventer	\$30.00
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Backwater Valve	\$25.00
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Bath Tub	\$15.00
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Catch Basin	\$50.00
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Crock to Iron	\$30.00
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Cross Connection Initial Inspection	\$35.00
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Cross Connection Re-Inspection	\$25.00
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Dishwasher Machine	\$15.00
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Distribution	\$60.00
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Domestic Laundry Machine	\$15.00
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Floor Drain	\$15.00
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Fountain (drinking)	\$15.00
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COMMUNITY DEVELOPMENT FEES CONTINUED

Plumbing Permits Continued

Permit Fees	
Garbage Disposal	\$15.00
Grease Trap	\$30.00
Hose Bibbs	\$15.00
Ice Maker	\$20.00
Indirect Waste Sink	\$15.00
Humidifier	\$15.00
Inside Drain	\$50.00
Laundry Tray	\$15.00
Lavatory	\$15.00
Manhole	\$30.00
Medical Gas (per outlet)	\$15.00
Pump or Water Lift	\$25.00
Shower Trap	\$15.00
Sink (any description)	\$20.00
Special Inspection (including FHA and VA)	\$70.00
Sprinkler Systems for Lawns	\$60.00
Stacks – new, alter, soil, etc.	\$20.00
Sump or Interceptor	\$50.00
Surgical Cuspidor – each	\$25.00
Urinal	\$15.00
Water Closet	\$15.00
Water Heater	\$40.00
Water Tank	\$25.00
Water Treatment Device – each	\$20.00
Storage Tanks	\$45.00
Liability Insurance Requirements for all Contractors	
One Person	\$1,000,000.00
Each Occurrence	\$2,000,000.00
Property damage, each occurrence	\$1,000,000.00
Special Inspections	
Referral Inspections	\$80.00



COMMUNITY DEVELOPMENT FEES CONTINUED

Refrigeration Permits

Registration

Registration	\$15.00
Minimum Fee	\$45.00
Re-Inspection Fee	\$30.00

Permit Fees

Under 5 tons	\$50.00
Over 5 tons	\$70.00
Over 1 hp but not more than 5 hp	\$50.00
6 hp but not more than 50 hp	\$70.00
51 hp and over	\$75.00
Rooftop unit (per unit) additional to tons or hp	\$30.00
Refrigerator Line Pressure Test (Remote Condenser)	\$25.00

Mini-Split Units (in addition to condenser fees)	\$ 20.00 per head
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Liability Insurance Requirements for all Contractors

One Person	\$1,000,000.00
Each Occurrence	\$2,000,000.00
Property damage, each occurrence	\$1,000,000.00



COMMUNITY DEVELOPMENT FEES CONTINUED

Rental Structures

Residential

Single Family Long-Term (Biennial)	\$180.00
Single Family Short-Term (Annual)	
Multiple Family – First Unit	\$180.00
Each Additional Multiple Family Unit	\$35.00
Second Re-Inspection (billed only when required)	\$30.00
Registration Fee	\$60.00
Late Fee	\$25.00 per month
NOT TO EXCEED	\$8,500.00

Commercial

Commercial Building Per Tenant (Biennial)	\$180.00
Registration Per Tenant (Biennial)	\$60.00
Second Re-Inspection (billed only when required)	\$30.00
NOT TO EXCEED	\$8,260.00

Sign Permits *If sign is illuminated Electrical Permit required in addition*

Registration

Sign Specialty Contractors	\$35.00
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Sign - Permanent

Permit	\$50.00
Inspection	\$50.00
Total Permit Fee	\$100.00

Sign - Temporary

Permit	\$45.00
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Electrical for Illuminated Sign

First Sign	\$50.00
Additional Sign or Connection (each)	\$40.00

Liability Insurance Requirements for all Contractors

One Person	\$1,000,000.00
Each Occurrence	\$2,000,000.00
Property damage, each occurrence	\$1,000,000.00



COMMUNITY DEVELOPMENT FEES CONTINUED

Miscellaneous Community Development Fees

Site Plan Review*** (plus 20% of escrow fee for third party reviews)

Building Board of Appeals \$300.00

Multiple Family

Engineering Review (Full Site)* \$3,000.00 escrow

Engineering Review (Partial Site)* \$2,500.00 escrow

Planning Review* \$600.00 + \$660.00 escrow

Commercial

Engineering Review (Full Site)* \$2,800.00 escrow

Engineering Review (Partial Site)* \$2,300.00 escrow

Planning Review* \$600.00 + \$1,100.00 escrow

Nuisance Per Se Hearing \$300.00

Planned Unit Development (PUD) - Application* \$2,000.00 + site plan review fees

Rezoning* \$750.00

Site Plan Review (Administrative/Façade Change)* \$300.00

Special Land Use* \$1,000.00

Street/Alley Vacation \$500.00

Zoning Board of Appeals – Variance, Appeal, Interpretation Residential \$400.00

Zoning Board of Appeals – Variance, Appeal, Interpretation Commercial \$600.00

Mural \$300.00

Extension of Site Plan Approval \$200.00

Special Board, Commission, Council Meeting \$500.00

Text Amendment to Ordinance \$500.00

Business License

Registration (Owner Occupied) (Biennial) \$60.00

Inspection (Owner Occupied) (Biennial) \$180.00

Second Re-Inspection (billed only when required) \$30.00

New Business in Berkley \$200.00

Transfer \$100.00



COMMUNITY DEVELOPMENT FEES CONTINUED

Miscellaneous Community Development Fees Continued

Special Permits

Seasonal Sales Permit	\$80.00
Promotional Events Permit	\$80.00
Outdoor Service Area (New)	\$370.00
Outdoor Service Area (Renewal)	\$140.00
Parklet Permit (New)	\$450.00
Parklet Permit (Renewal)	\$200.00
Payment in Lieu of Taxes	\$2,000.00

Miscellaneous Fees

Combination/Split of Lots	\$300.00
Stop Work Posted	\$50.00
Snow and Ice Removal**	\$250.00 + 20%
Property Cleanup – Grass, Debris and Weeds**	\$250.00 + 20%
Fees not listed shall be charged as actual costs plus 20% administration fee	Cost + 20%

Other

Application and two inspections fee (Chicken, O-02-17)	\$80.00
Zoning Compliance	\$50.00
Zoning Verification	\$150.00

Upon request, all cancelled permits with no inspections will be refunded at 50% of the permit costs with a minimum refund of \$25.00.

*Plan review fees must be paid before review can begin. Final review fees may be higher based on confirmation of the construction cost. Canceled plan reviews will not be refunded.

**Additional costs may be incurred based on the lot size and scope of work.

***Cancelled site plans and board and commission requests will be refunded at 90% if cancelled within one week of submission.



COMMUNITY DEVELOPMENT FEES CONTINUED

Dream Cruise Fees

Woodward Avenue Business and Property Owners

Dream Cruise Weekend Permit (Friday and Saturday Only)

Application Fee	\$200.00
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Late Fee one week or less before The Dream Cruise (in addition to above total)	\$200.00
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FINANCE/TREASURY FEES

Treasury

Non-Sufficient Funds

Non-Sufficient Funds (bounced check, etc.)	\$25.00
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Duplicate Tax Bills/Payments in Lieu of Bill

Duplicate Tax Bill	\$3.00
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Property Tax Statement Information

Resident (homeowner)	No charge
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Non – Resident (not homeowner)	\$ 3.00 per parcel
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LIBRARY FINES AND FEES

Overdue Charges

Collection agency referral fee	\$12.00
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Lost Items

Charges

Photocopier (per page)

Black/White	\$0.15
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Color	\$0.75
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Printing (per page)

Black/White	\$0.15
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Color	\$0.75
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Proctoring

Resident	\$10.00
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Non Resident	\$20.00
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Other

Fax (send and receive per page)	\$1.00
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Flash Drive	\$8.00
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Rental

Meeting Room Rental

Room Rental (3 hour minimum)

Non-Profit	\$ 10.00 per hour
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For Profit	\$ 25.00 per hour
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Other

DVD/CD/Blu-Ray player (per use)	\$5.00
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Microphone system (per use)	\$10.00
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Projector (per use)	\$10.00
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MISCELLANEOUS FEES

Miscellaneous Fees	
Miscellaneous Fees	
Certified Copies	\$3.00
Clearance Letters	\$10.00
Interim License Application	\$10.00
Photocopies – all others per page	\$0.10
Public Auction	\$100.00
Reprints of Photographs	\$5.00



PARKS AND RECREATION FEES

Community Center

Multi – Purpose Room

Resident

Weekday (Monday - Thursday) \$60/hr

Weekend (Friday - Sunday) \$100/hr

Non - Resident

Weekday (Monday - Thursday) \$70/hr

Weekend (Friday - Sunday) \$130/hr

Large Meeting Room

Resident

Weekday (Monday - Thursday) \$30/hr

Weekend (Friday - Sunday) \$60/hr

Non - Resident

Weekday (Monday - Thursday) \$40/hr

Weekend (Friday - Sunday) \$70/hr

Senior Annex

Resident

Weekday (Monday - Thursday) \$30/hr

Weekend (Friday - Sunday) \$60/hr

Non - Resident

Weekday (Monday - Thursday) \$40/hr

Weekend (Friday - Sunday) \$70/hr

2 hour booking minimum on weekends

Approved Community Groups/Non-Profit Organizations pay 50% of room fees

Programming

Youth and Adult

Price Set By Instructor

Range \$35 - \$113 - add \$5 for non-residents

Drop In

Price Set By Instructor

Range \$2 - \$12

Senior Trips

Price Set by ticket cost, transporation, chaperone costs + 10%

Range \$15 - \$150



PARKS AND RECREATION FEES CONTINUED

Bacon Park Pavilion Rentals

Resident

Weekday (Monday - Thursday) \$75.00

Weekend (Friday - Sunday) \$125.00

Non - Resident

Weekday (Monday - Thursday) \$100.00

Weekend (Friday - Sunday) \$150.00

****All rentals include a \$20 nonrefundable deposit to hold the date.****

Marquee

\$25 per announcement due upon approval

Summer Camp Fees 2026

Resident

Early Bird \$2,000.00

All 9 weeks \$2,190.00

Weekly Rate (5 Day Weeks) \$250.00

Non Resident

Early Bird \$2,350.00

All 9 Weeks \$2,550.00

Weekly Rate (5 Day Weeks) \$290.00

Speciality Camps

Price Set By Instructor

Range \$85 - \$293 (add \$5 for non-residents)

Field Usage Fees

Permit

Berkley Dads' Club - Community 1 \$35,000.00

Berkley School District - Community 1 \$35,000.00

****Permit fees raised 3% each year - 5 year contract****

Other

Stay and Play Social Club (Adult Kickball/Softball) \$15/game



PUBLIC SAFETY FEES

False Alarm Fees

First false alarm in calendar year	No Charge
Second false alarm in calendar year	\$25.00
Third false alarm in calendar year	\$50.00
Fourth and each succeeding false alarm in calendar year	\$100.00

Reports

Types of Reports

Accident Reports – per report	\$15.00
Fire Reports – first page	\$5.00
Fire Reports – additional pages	\$1.00
Police Reports – incident reports – first two pages	\$5.00
Police Reports – incident reports – additional pages	\$1.00

Miscellaneous Fees

Gun Purchase Permit or Registration	No charge
Preliminary Breath Test (PBT)	\$10.00
Precious metal and Gem	\$50.00

Parking Fees

Annual Parking Permit	\$400
Annual Parking Permit Replacement	\$25

Impounded Vehicles

Fee to Berkley Police	\$25.00
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****Any vehicle that is impounded will be taken to A&M Towing in Royal Oak. After fee is paid there is an additional fee at A&M Towing****



PUBLIC WORKS FEES

Utility/Sewer and Storm Drain Permits

Registration

Excavation and Sewer Contractor \$35.00

Minimum Fee \$45.00

Permit Fees

Lines not exceeding 4 inches in diameter \$40.00

Lines not exceeding 6 inches in diameter \$40.00

Lines not exceeding 8 inches in diameter \$40.00

Lines not exceeding 10 inches in diameter \$40.00

Lines not exceeding 12 inches in diameter \$40.00

Lines not exceeding 14 inches in diameter \$45.00

Lines not exceeding 16 inches in diameter \$50.00

Lines not exceeding 18 inches in diameter \$55.00

Lines not exceeding 20 inches in diameter \$60.00

Lines over 20 inches in diameter \$65.00

Water/Sewer Excavating Bond (Private Property) \$500.00

Water Retirement

Water Service Retirement up to 2 inches (Pavement restoration fees may apply) \$2,000.00

Water Tap

Water Tap and Service to Valve (DPW Install up to 2 inch – New Construction) (3 inch and 4 inch installed by applicant)

1 inch service \$3,000.00

1 ½ inch service \$3,250.00

2 inch service \$3,500.00

3 inch service \$2,500.00

4 inch service \$3,000.00

Water Service

Private (Valve to Point in Use)

¾ inch service \$30.00

1 inch service \$40.00

1 ½ inch service \$50.00

2 inch service \$60.00

3 inch service \$90.00

4 inch service \$100.00



PUBLIC WORKS FEES CONTINUED

Utility/Sewer and Storm Drain Permits Continued

Minimum Pavement Restoration Fee

Walk	\$500.00
Half Road	\$2,500.00
Full Road	\$5,000.00
Right-of-Way Excavating Bond (between property line and street)	\$5,000.00

Liability Insurance Requirements for all Contractors (City of Berkley to be named additional insured)

One Person	\$1,000,000.00
Each Occurrence	\$2,000,000.00
Property damage, each occurrence	\$1,000,000.00

Trash Collection

96-gallon Trash Bin	\$80.00
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****Billed via Quarterly Water Bills****

Temporary Hydrant Use

Meter and backflow preventer rental and usage fees	\$4000 refundable deposit + usage. Minimum usage fee of \$750
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Miscellaneous Services

After Hours Emergency Call in per instance (Residential Minimum Fee Billed via Quarterly Water Bill)	\$150.00
Fees not listed shall be charged as actual costs plus 20% administration fee	Cost + 20%

****visit DPW website for specific pickup schedule****



PUBLIC WORKS FEES CONTINUED

Right of Way Permit Fees

Underground Construction

Construction Cost*	Plan Review		Approx. Cost	Inspection		Approx. Cost
\$0 to \$5,000	0.40%		(\$20 min.)	1.60%		(\$80 min)
\$5,000 to 50,000	\$20 + 0.20%	over \$5,000	(\$20-\$110)	\$80 + 1.40%	over \$5,000	(\$80-\$710)
\$50,001 to \$100,000	\$110 + 0.15%	over \$50,000	(\$110-\$185)	\$710 + 1.20%	over \$50,000	(\$710-\$1,310)
\$100,001 to \$500,000	\$185 + 0.05%	over \$100,000	(\$185-\$385)	\$1,310 + 1.00%	over \$100,000	(\$1,310-\$5,310)
\$500,001 to \$1,000,000	\$385 + 0.025%	over \$500,000	(\$385 - \$510)	\$5310 + 0.80%	over \$500,000	(\$5,310 - \$9,310)
over \$1,000,000	\$510 + 0.01%	over \$1,000,000	(\$510 +)	\$9,350 + 0.40%	over \$1,000,000	(\$9,310 +)

Overhead on Existing Poles

Construction Cost*	Plan Review		Approx. Cost	Inspection		Approx. Cost
\$0 to \$5,000	0.40%		(\$20 min.)	0.80%		(\$40 min.)
\$5,000 to 50,000	\$20 + 0.20%	over \$5,000	(\$20-\$29)	\$40 + 0.20%	over \$5,000	(\$40-\$130)
\$50,001 to \$100,000	\$29 + 0.01%	over \$50,000	(\$29-\$34)	\$130 + 0.10%	over \$50,000	(\$130-\$180)
\$100,001 to \$500,000	\$34 + 0.005%	over \$100,000	(\$34-\$54)	\$180 + 0.05%	over \$100,000	(\$180-\$380)
\$500,001 to \$1,000,000	\$54 + 0.003%	over \$500,000	(\$54-\$69)	\$380 + 0.025%	over \$500,000	(\$380-\$505)
over \$1,000,000	\$69 + 0.0015%	over \$1,000,000	(\$69+)	\$505 + 0.01%	over \$1,000,000	(\$505+)



RIGHT OF WAY PERMIT FEES

PLAN REVIEW AND INSPECTION continued

ADDITIONAL PERMIT AND ANNUAL PERMIT REQUIREMENTS:

A. **ANNUAL PERMITS:** Annual permit fees shall be based on scope and potential impact as determined by the Director of Public Works.

B. **INSURANCE:** A properly executed certificate of insurance, with liability insurance in the amounts determined by the City Manager, shall be provided by the applicant. City of Berkley must be named as additionally insured

C. **CASH DEPOSITS:** A cash deposit, to defray all expenses to the City arising out of the granting of a permit and work done under the permit including the repair of roadway pavement, sidewalks and driveway approaches, shall be made in the amount determined by the Director of the Department of Public Works. For annual permits, a cash deposit shall be made yearly, in the amount of \$10,000.00 from which the actual expenses to the City will be deducted.

D. **CASH DEPOSITS - UNLOADING EQUIPMENT:** A cash deposit, to defray the cost of damage to hard-surfaced streets from the unloading of construction equipment, over one ton in weight, or without rubber tires, shall be made in the amount determined by the Director of the Department of Public Works.

E. **PERMITS FOR SIDEWALKS AND DRIVEWAY APPROACHES:** The construction, replacement or replacement or repair of sidewalks and driveway approaches requires a separate permit.

*"Construction Cost" Shall exclude the cost of the actual plant or facility when placed inside of a conduit.