

**CITY OF BERKLEY PUBLIC NOTICE
CITY COUNCIL WORK SESSION AGENDA
6:00 P.M. Monday, May 13, 2024
2nd Floor – Public Safety Department
2395 Twelve Mile Road
248-658-3300**

**CALL 40th COUNCIL TO ORDER
APPROVAL OF AGENDA
PUBLIC COMMENT
ORDER OF BUSINESS**

1. **DISCUSSION:** Matter of [discussing Community Field #1](#) and Potential Berkley Public Schools Collaboration.
2. **DISCUSSION:** Matter of [discussing Possible On-street Parking](#) Policy Update.

ADJOURN

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



MEMORANDUM

To: Mayor Dean and City Council
From: Nate Geinzer, Interim City Manager
Dan McMinn, Interim Parks and Recreation Director
Date: May 13, 2024
Subject: Work Session Discussion: Community Field #1 and Potential Berkley Public Schools Collaboration (No Action Will Be Taken)

Madam Mayor and Members of City Council,

Background

- The City and schools both have very active baseball programs that use Community Field #1. The Dad's Club community organization has been running baseball leagues in Berkley for more than 75 years, utilizing this field for practices and games. The school district's varsity, junior varsity, and middle school baseball teams also use this field for practices and/or games.
- Berkley is one of the few communities in our area with schools that use the City's community fields because the school district does not have fields on its property. Up to this point, the City has maintained and upgraded this field with help from the Dad's Club.
- The high school baseball season that runs from March through June takes place during a heavy rain season. On the current grass field, games and practices can be canceled due to heavy rain or snow, postponing scheduled events and bleeding into the Dad's Club baseball season. A turfed field would allow for this to happen less and lead to less scheduling conflict between the school and community organizations. Many neighboring communities have already gone to turfed fields to avoid this rain issue.
- With the City's limited resources, a "go-it-alone" strategy to implement improvements to the field (community interest revolves around an interest in artificial turf) as well as replacement of field appurtenances such as dugouts, locker rooms, bathrooms, and concessions is not feasible.
- The former City Manager and the Berkley Public Schools superintendent worked to identify a collaborative strategy to address the field conditions of Community Field #1, providing for enhanced facilities for the School's baseball program, while maintaining access to the

community. Working with respective legal counsel, a draft agreement has been prepared and is ready for further discussion.

Summary

- Components of the Draft Agreement:
 - School District shall have non-exclusive access.
 - 50-Year Term
 - Scope of Work: Synthetic Turf System, Fence Adjustments, and “all additional improvements desired by School District to enhance the Premises.”
 - Parks and Recreation will be involved in “improvements” planning and implementation
 - School District becomes responsible for maintenance, repair, and replacement of the synthetic turf system and premises “inside the sidewalk.”
 - School District to reimburse City for utility costs associated with “inside the sidewalk.”
 - School District to be responsible for janitorial services “inside the sidewalk.”
 - Default and Termination under certain conditions could result in the City having to reimburse the School District for amounts expended on “major capital improvements.”

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (hereinafter “Agreement”) is made and entered into this _____ of _____, 2024 (hereinafter “Effective Date”), by and between **BERKLEY SCHOOL DISTRICT**, a Michigan general powers school district, whose address is 14501 Talbot, Oak Park, Michigan 48237 (hereinafter referred to as “School District”) and the **CITY OF BERKLEY**, a Michigan municipal corporation, whose address is 3338 Coolidge Highway, Berkley, Michigan 48072 (hereinafter referred to as “City”). School District and City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, City is the owner of certain real property (Tax Parcel Identification Numbers: 2518402036, 2518402037 and 2518402006) situated in the City of Berkley, commonly known as the City’s Community Field #1, which is a baseball diamond located between Gardner Avenue and Robina Avenue in Berkley, Michigan (the “Premises”). School District has used the baseball diamond cooperatively with the City under a separate recreation agreement since 1977 and currently uses the baseball diamond for its baseball program; and

WHEREAS, School District desires to make improvements to the baseball diamond for the benefit of School District’s baseball program and continued use by the community. Additionally, School District desires to make these improvements for the purpose of creating enhanced athletic opportunities for School District students and otherwise providing for any and all additional School District needs and the community; and

WHEREAS, the City has already made improvements to its ball diamonds at Community and Oxford Parks for the benefit of the community, recreation baseball and softball programs, and the School District’s varsity and junior varsity softball programs; and

WHEREAS, the City’s Community Field #1 has been the home field of the School District’s varsity baseball program for decades as well as Berkley Dad’s Club recreation baseball program, but the City’s long-term goal to install turf at Community Field #1 has not yet come to fruition; and

WHEREAS, School District desires to work cooperatively with the City to make such turf and other improvements to the baseball diamond; and

WHEREAS, pursuant to Sections 11a(3) and (4) of the Revised School Code, MCL 380.1 *et seq.*, School District as a general powers school district, has the authority to exercise a power incidental or appropriate to the performance of any function related to the operation of the School District in the interests of public elementary and secondary education in the School District and to enter into agreements or cooperative arrangements with other entities, or join organizations as part of performing the functions of the School District; and

WHEREAS, School District and City desire to enter into this Agreement to set forth the terms and conditions of their relationship and duties of the Parties.

NOW, THEREFORE, in consideration of the mutual promises herein contained the Parties hereto agree as follows:

1. The Premises: In consideration of the covenants and conditions contained herein, City hereby enters into this Cooperative Agreement, to allow use of the Premises by the School District, in conjunction with the City's continued use as described herein for the benefit of the community-at-large, during the Term of this Agreement. The Premises is further described and depicted in **Exhibit A**, which Exhibit is attached hereto and incorporated herein by reference. Additionally, the School District shall have the right to non-exclusive access and use both the City's Community Center's West Parking Lot (located between the City's Community Center and City's Community Field #1) and the City's North Parking Lot (located North of the City's Community Center, East of the tennis courts) not located on the Premises if available and when not being used for a City event.

2. Term: The term of this Agreement shall commence on the Effective Date for a minimum period of fifty (50) years and shall terminate on November 30, 2073 (the "Term"), unless extended pursuant to Paragraph 18. Throughout the Term of this Agreement, the Parties shall periodically meet whenever requested by one of the Parties to discuss and review this Cooperative Agreement and the improvements/renovations made or that need to be made by one or both of the Parties for the benefit of the community-at-large. Additionally, in the event the School District elects to rent the Premises during the Term of this Agreement to an unexpected third party user (i.e., a minor league baseball team), the Parties agree to meet to determine how revenue, if any, may be shared by and between the Parties.

3. Updates and Improvements: Throughout the Term of this Agreement, School District shall have the right to make improvements to the Premises which may include, but shall not be limited to: rebuilding certain existing facilities on the Premises, replacing the natural grass field with a synthetic turf system, adjusting perimeter fencing on the Premises following the installation of the synthetic turf system, and any and all additional improvements desired by School District to enhance the Premises (collectively the "Improvements"). The initial planned Improvements are outlined in the Scope of Work, which Exhibit is attached hereto and incorporated herein by reference as **Exhibit B**, which Exhibit may be updated by School District from time-to-time with the prior approval of City, which shall not be unreasonably withheld. The Improvements detailed in the attached **Exhibit B** are already approved by the City. The City's Parks and Recreation Director, or his/her designee, shall be invited to attend the School District's design team meetings regularly when Improvements are being planned.

4. Consideration: In consideration of the foregoing and the mutual covenants contained herein, School District's consideration for the use of the Premises are the Improvements made to the Premises by School District ("Consideration"). In addition to the Consideration specified herein, School District is responsible for maintenance and repairs of the Premises and for maintenance, repair and replacement of the synthetic turf system located on the Premises all as described under Paragraph 6 below.

5. Use of Premises: School District shall use and occupy the Premises for the purpose of operating its baseball program. The School District may also use the Premises for other educational or recreational purpose related to the School District or the community-at-large. The School District shall be solely responsible for all scheduling related to use of the baseball diamond or other athletic uses of the Premises. Notwithstanding the foregoing, the

School District acknowledges that the Berkley Dad's Club operates a recreation baseball program on behalf of the City of Berkley. As such, the Dad's Club will continue to use the baseball diamond located on the Premises when it is not in use by the School District's baseball program. Likewise, the City may continue to use the Premises as a park by holding community events on the Premises and accommodations will be made by both Parties to mitigate scheduling conflicts. School District acknowledges that it is not entitled to any revenue received by the City related to the cell tower located on the City's real property.

6. Maintenance and Repairs:

A. City Responsibilities. Except as provided in Section B below, City shall, at its sole cost and expense, continue to maintain, repair and keep the Premises in good order and repair as reasonably required to keep the Premises in its current condition and following installation of the Improvements by School District, normal wear and tear excepted, including lawn, landscaping and snow removal.

B. School District Responsibilities. School District shall be responsible to maintain, repair and replace the synthetic turf system on the Premises, as necessary to a standard consistent with other public school districts synthetic turf systems in Oakland County, during the Term of this Agreement and maintain, repair and replace the subject Premises and all of the Improvements located on the inside of the sidewalk which surrounds the baseball diamond, including, but not limited to, the bleachers, concession stands, press box, dugouts, restrooms, etc., to a standard consistent with other public school districts' facilities in Oakland County.

7. Utilities: City shall pay for the cost of all utilities supplied to the subject property and all of its improvements located to the outside of the sidewalk which surrounds the baseball diamond, including, but not limited to, the parking lots, the community center, its park areas, etc., and the School District shall reimburse the City for the cost of all utilities supplied to the Premises used for the Improvements used on the inside of the sidewalk including, but not limited to, the concession stands, press box, dugouts, restrooms, lighting on the baseball field, if any, etc. The reimbursement shall be determined as follows: either a separate meter shall be installed by the City to measure the use of utilities within the Premises or, if a separate meter is not feasible, determined on a pro-rata basis, based on the square footage of Premises in relationship to the other two (2) City owned and operated baseball diamonds.

8. Janitorial Services: City shall furnish, at its own expense, all janitorial services necessary for the subject property and all of its improvements located to the outside of the sidewalk which surrounds the baseball diamond, including, but not limited to, the parking lots, the community center, its park areas, etc., and the School District shall furnish, at its own expense, all janitorial services necessary for the Premises and all of the Improvements located on the inside of the sidewalk including, but not limited to, the concession stands, press box, dugouts, restrooms, lighting on the baseball field, if any, etc.

9. School District's Personal Property Insurance: Any personal property kept on the Premises by School District shall be insured at School District's sole risk, and School District shall acquire such policy or policies of insurance thereon as School District in its best judgment shall determine.

10. Insurance: School District, at its sole cost and expense during the Term of this Agreement, shall maintain and keep in effect commercial general liability insurance in an amount not less than Two Million and 00/100 (\$2,000,000.00) Dollars for injury to or death of one person, or not less than Three Million and 00/100 (\$3,000,000.00) Dollars for injury or death of more than one person, in any one accident or occurrence and umbrella coverage in an amount not less than Five Million and 00/100 (\$5,000,000.00) Dollars; and property damage insurance with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars. Each of these policies shall be endorsed to name City as an additional insured. If requested, School District shall deliver to City a certificate of insurance of all policies procured by School District in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to City.

11. Liability: Each Party shall be solely responsible for the acts and omissions of their respective employees, officials, administrators, officers, agents, representatives and any other person or entity associated with such Party. Notwithstanding the foregoing, 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 either Party and shall not be construed to waive the defense of governmental immunity held by either Party to this Agreement.

12. Default and Termination: If either Party shall default in the performance of any covenant of this Agreement and shall not cure such default within ninety (90) days after written notice from the non-defaulting Party specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a ninety (90) day period, and thereafter proceed diligently with the cure thereof) then in any such event the non-defaulting Party may terminate this Agreement at any time thereafter (before such default shall be cured) by giving written notice of the termination. In the event termination was based on the default of the City, City shall reimburse School District for the pro-rata amount expended on such major capital Improvements, on an amortized basis based on the useful life of the improvement. Any failure at any time by either of the Parties hereto to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions nor of such Party's right to enforce the same upon any subsequent occasion or default. In the event termination was based on the default of the School District, School District shall surrender the Premises to City in good order and condition, ordinary wear and damage excepted. At that time, the Improvements shall remain on the Premises and belong to the City as if this Agreement had expired under Sections 2 and 13.

13. Surrender of Premises: Upon the expiration of the Term of this Agreement, School District shall quit and surrender the Premises to City in good order and condition, ordinary wear and damage excepted. At that time, the Improvements shall remain on the Premises and belong to the City.

14. Mechanics' Liens: School District shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this Agreement. School District shall keep the Premises, its improvements, and the land of which the Premises are a part, free and clear of all mechanics' liens resulting from construction done by or for School District.

15. No Waiver: The failure of either Party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each

and every covenant and condition of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing.

16. Notices: All notices regarding this Agreement are to be in writing and delivered, or mailed by first class mail postage paid, by one Party to the other Party at the Party's respective address set forth in the preface of this Agreement. Notices which are mailed shall be deemed to have been given as of the second business day following the date of mailing.

17. Quiet Enjoyment: City covenants and agrees with School District that upon School District performing all the terms, covenants and conditions of School District's part to be performed and observed, School District may peaceably and quietly enjoy the Premises for the full Term hereof.

18. Extension: This Agreement may be extended by mutual written consent of School District and City for subsequent five (5) year terms. Said extension shall commence on expiration of the previous Term, as may be extended.

19. Miscellaneous Provisions: The following miscellaneous provisions form a part of this Agreement:

- A. Time is of the essence of each provision of this Agreement.
- B. Consideration and all other sums payable under this Agreement must be paid in lawful money of the United States of America.
- C. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.
- D. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.
- E. This Agreement contains all of the agreements of the Parties and cannot be amended or modified except by a written agreement.
- F. The captions of this Agreement shall have no effect on its interpretation.

[SIGNATURES ON NEXT PAGE]

The Parties have caused this Cooperative Agreement to be executed as of the day and year first above written.

**SCHOOL DISTRICT:
BERKLEY SCHOOL DISTRICT**

By: _____

Its: _____

Date: _____

**CITY:
CITY OF BERKLEY**

By: _____

Its: _____

Date: _____

DRAFT

EXHIBIT A

DEPICTION OF THE PREMISES

DRAFT

EXHIBIT B
SCOPE OF WORK

1. Repurposing the following during the construction of a new baseball field on the Premises:
 - Field Lighting
 - Dugouts
 - Batting Cages
 - Press Box
 - Restroom/Concessions building
 - Fencing/Backstop/Foul Poles
2. Reconstruction of the deep center field fence.
3. Site grading and foul line realignment for the construction of new bullpens.
4. Reconstruction of bleachers.
5. Repair of concrete around baseball field and in spectator circulation areas.
6. Install new netting for backstop and foul lines.
7. Other Improvements desired by School District from time-to-time.



MEMORANDUM

To: Mayor Dean and City Council
From: Kristen Kapelanski, Community Development Director
Date: May 13, 2024
Subject: On-Street Parking Updates

Why On-Street Overnight Parking Needs to be Addressed

- Council adopted the Berkley Parking Study in August 2023. Although it was not originally intended to be a main focus of the Parking Study, on-street overnight parking quickly rose to the top of the list in terms of community passion and as a significant contributor to one of the main goals of the parking study, to establish “a parking system that supports livability in the neighborhoods...”
- On-street overnight parking was a major topic of discussion for those attending the public engagement session in person and for those commenting online. Of 408 online comments, it was specifically mentioned 16% of the time. Of those comments, 65% of the respondents wanted the overnight ban to stay and 35% wanted it removed. Many of the commenters who wanted it removed cited changing family situations (additional drivers) and 21st-century living habits in an environment originally built in the first half of the 20th century as reasons this no longer made sense. Those who supported the ban noted safety, clean streets (i.e. no abandoned cars), and the ability to use street parking near their home during daytime hours as major motivators. Requests were also made for online temporary parking permitting, instead of the current system of having to physically go to Public Safety.
- Public Safety regularly receives complaints of blocked sidewalks and illegal on-street overnight parking. Enforcement of these issues was brought up in the Parking Study public comments as well. When Public Safety officers go out to respond to these complaints, they often find a situation, particularly with blocked sidewalks, where residents of a home have more drivers and vehicles than can actually fit in the driveway without blocking the sidewalk or using on-street parking. Families with three teenage drivers have five cars and cannot physically fit all of five of those vehicles in their driveway. Their response to a Public Safety visit or ticket is ‘If we can’t park in the street, where should we park then?’ Right now, the City has no viable option for them.

On-Street Overnight Parking Recommendations

Given that information, the following recommendations were included in the Parking Strategic Plan.

- Continue with overnight prohibition.
- Enforce regularly.
- Make getting an overnight permit significantly easier for residents.

Staff Implementation

With all of this in mind, staff formed a Parking Committee to begin formulating a plan for implementation of these recommendations and further refinement of systems already in place. The Parking Committee is composed of the Community Development Director, the Public Safety Chief, a Public Safety Lieutenant, the Communications Director, the Department of Public Works Director, the City Manager and the Downtown Development Director, with support from the Chief Innovation Officer as needed. Each component of this plan and its relevance is described below.

- **Online Permitting for Temporary Overnight Parking**

Staff has begun working with a software company to set up online permitting for temporary on-street overnight parking. This would be linked to the City's website, but residents would still be able to come to Public Safety in person for staff there to help them sign up if they need assistance. Each license plate would be permitted up to fifteen temporary parking passes per year. Those signed up for temporary parking passes would be asked to provide a mobile number to receive text notifications in the event their car had to be moved for a snow emergency or infrastructure work.

- **Annual Pass for Overnight Parking in Single and Two-Family Residences**

As the staff Parking Committee began examining the issue of overnight parking, it was clear the community preferred the ban (as recognized in the overall Strategic Parking Plan recommendations). However, it was also evident that a significant portion of the community (about 1/3 of respondents) was looking for solutions that would allow their households to reasonably function with either limited space (i.e. short driveways, corner lots), an uptick in the number of drivers (i.e. driving students, in-laws, etc.) or other residential situations that were not specifically mentioned in the public survey.

As mentioned previously, enforcement of current parking standards also comes into play as an impetus for annual parking passes. Often, Public Safety is called for illegal parking complaints and responds to find residents who either cannot fit their cars in their driveway at all or must block the sidewalk to do so. The only option for these residents is to move out of the City or find a friendly neighbor that will let them use their driveway, making enforcement much more of a grey area. An annual pass that collects driver information in conjunction with the updated temporary pass system and raised ticket fees would let Public Safety know who is on the street, instead of the current system which leaves unidentified cars on the street when they cannot be accommodated at a single or two-family residential address.

Recognizing that the overnight parking ban should remain, staff has proposed an annual pass to accommodate those residents who still need overnight street parking. The suggested fee is \$300. Based on research in other communities, staff feels this is sufficiently high enough to prevent a proliferation of on-street overnight parking while still being accessible enough that a majority of residents could purchase this if needed. Only one pass per address would be issued. Additional funds beyond covering the cost of this program would be utilized as a maintenance fund for municipal lots. (This addresses another recommendation of the parking study, to start a parking fund for future needs and maintenance.)

Annual parking passes would not be permitted for any vehicles that require a Commercial Driver's License to operate and would not be available to multiple-family residences (except two-family addresses) or for use in municipal lots. Those signed up for annual parking passes would be asked to provide a mobile number to receive text notifications in the event their car had to be moved for a snow emergency or infrastructure work.

- City Code Amendments

The City Code does not currently contain any provisions allowing the Public Safety Department to issue temporary parking permits and is also silent on other issues that have been raised by City staff and residents. The proposed amendments codify the issuance of temporary parking permits, allow for the temporary storage of inoperable vehicles at auto repair shops, codify the need for vehicles to be parked in a designated parking space, define abandoned vehicles as those left for 48 hours, and allow enforceable temporary parking restrictions in areas with signage for things like leaf pickup, emergency infrastructure repairs, and special events.

This accomplishes several goals, including promoting and maintaining clean and safe streets by allowing for ticketable temporary parking and clearly defining and subsequently removing abandoned vehicles.

Several of the amendments in the proposed ordinance are covered under the description of annual passes and will not be repeated here.

- Raised Ticket Fee

Staff has reached out to the 44th District Court to begin the process of raising illegal overnight parking ticket fees from \$10 to \$40. A larger fee is a greater deterrent to illegal overnight parking. Additionally, with temporary parking passes more readily available in conjunction with the yearly pass, residents have options if the number of cars at their residence either temporarily or permanently cannot physically fit in their driveway.

- Fee Updates

Fee updates would come to City Council at a future meeting to account for the annual parking pass.

- Communication Rollout

The updated on-street overnight parking rules would be communicated to residents in the thirty-day period between City Council approval and when the amendments take effect. This information would be shared on the City website, across all social media channels, and in all City publications, with reminders shared at key, helpful times such as during Woodward Dream Cruise, when residents may have greater need to utilize temporary on-street overnight parking. In addition, temporary signage will be placed at several locations throughout the community to make drivers aware of these changes.

AN
ORDINANCE
of the City Council of the City of Berkley, Michigan to Amend Section 106-36 Damage and Obstruction Prohibited Generally, Section 122-92 Established Use of Off-Street Parking Spaces and Section 122-94 Parking in Residential Districts Between Certain Hours, and add Section 122-96 Presumption from Ownership, Section 122-97 Vehicle Abandonment and Section 122-98 On-Street Parking Prohibitions of the City of Berkley Code of Ordinances to update the policies and procedures for on-street parking and parking in municipal lots.

**THE CITY OF
BERKLEY ORDAINS:**

SECTION 1: Section 106-36 of Chapter 106 of the Berkley City Code is amended, as follows:

Sec. 106-36. – Damage and obstruction prohibited generally.

No person shall make any excavation in, or cause any damage to any street in the city, except under the conditions and in the manner permitted in this article. No person shall place any article, thing or obstruction in any street, except under the conditions and in the manner permitted in this article, but this section shall not be deemed to prohibit such temporary obstructions as may be incidental to the expeditious movement of articles and things to and from abutting premises, the lawful parking of vehicles within the part of the street reserved for vehicular traffic, or the installation of traffic or directional signs by the city or other authorized governmental agency.

No person shall place any materials including but not limited to stone, mulch or any other construction material in the roadway without first obtaining a written permit in accordance with section 106-71 of the code.

SECTION 2: Section 122-92 of Chapter 122 of the Berkley City Code is amended, as follows:

Sec. 122-92. Established uses of off-street parking spaces.

Off-street parking spaces for nonresidential use shall be for the use of occupants, employees, visitors, customers, clients and patrons and shall be free of charge. Under no circumstances shall it be used for other than parking purposes, or allowed to become unusable (except for temporary repairs). Use of parking space for vehicles for sale, trucks, wrecked or junked vehicles or the repair or storage of vehicles is prohibited. No vehicle shall be parked in a required off-street parking area for a period longer than 48 hours unless the vehicle is operable and regularly employed in business activities for the business at that location, except an inoperable vehicle which is being repaired as part of the principal business of the location may park such inoperable vehicle in a required off-street parking area for not more than two (2) weeks, if it is undergoing repairs and/or servicing as part of the business activities at the location. Any vehicle parking in excess of 48 hours not related to that business must obtain approval from the zoning official. Such approval may be granted only as hardship or practical difficulties require.

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Blue underlined text is proposed to be inserted: example

No person shall park any motor vehicle in any parking lot or structure other than within the boundaries of the space designated as allocated for the parking of a single motor vehicle, by appropriate lines or other markings. Any person parking any motor vehicle in any parking lot or structure or otherwise than as herein prescribed, shall be guilty of a violation of this section.

SECTION 3: Section 122-94 of Chapter 122 of the Berkley City Code is amended, as follows:

Sec. 122-94. Parking ~~in residential districts~~ on public streets and in public parking lots between certain hours.

1. ~~No person shall park a motor vehicle on a residential street between 2:00 a.m. and 6:00 a.m.~~ No person shall park any vehicle, trailer, boat or other conveyance on any public street, road, road shoulder, court, alley or municipal parking lot within the city between the hours of 2:00 a.m. and 5:00 a.m. This prohibition does not include a service vehicle, such as a delivery truck, van or pickup parking in front of a residence while it is providing emergency service at a residence or a temporary standing delivery vehicle making deliveries during these hours, except as provided in Section 122-94.2 and Section 122-94.3 below.
2. The City Manager or their designee is authorized to establish procedures for the issuance of permits for parking between 2:00 a.m. and 5:00 a.m. on public streets, roads, road shoulders, courts, alleys and municipal parking lots. This shall include both temporary parking on a nightly basis between 2:00 a.m. and 5:00 a.m. and annual parking permits extending for one calendar year.
3. The provisions of Section 122-94.1 shall not apply to electric vehicle charging spaces.
4. Exceptions for pods, dumpsters and similar temporary containers may be granted by the City Manager or their designee based on an identified hardship.

SECTION 4: Section 122-96 of Chapter 122 of the Berkley City Code is added, as follows:

Sec. 122-96. Presumption from ownership.

In any proceeding for violation of the provisions of this division relating to parking, proof that the particular vehicle described in the complaint was parked in violation of this division, together with proof that the defendant named in the complaint was at the time of such parking the registered owner of such vehicle, shall constitute a rebuttable presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

SECTION 5: Section 122-97 of Chapter 122 of the Berkley City Code is added, as follows:

Sec. 122-97. Vehicle Abandonment.

Any motor vehicle parked for over 48 consecutive hours, without moving in any parking space, lot or structure of the system, shall be deemed abandoned and may be removed by the city and impounded.

SECTION 6: Section 122-98 of Chapter 122 of the Berkley City Code is added, as follows:

Sec. 122-98. On-Street Parking Prohibitions

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

Blue underlined text is proposed to be inserted: example

No vehicle or other property may be parked on the street during a snow emergency or when posted with temporary signage or other notification at the direction of the City Manager or their designee.

SECTION 7: Severability Clause

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

SECTION 8: Penalty

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

SECTION 9: Effective Date

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

SECTION 10: Publication

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

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

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

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

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