

**CITY OF BERKLEY PUBLIC NOTICE
CITY COUNCIL SPECIAL MEETING
5:30 P.M. Monday, September 29, 2025
City Hall Council Chambers
3338 Coolidge Hwy
248-658-3300**

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

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

1. **MOTION NO. M-88-25:** Matter of terminating the agreement with Hafeli, Staran & Christ, PC effective 11:59 PM, September 29, 2025 and approving the letter of engagement with Rosati, Schultz, Joppich & Amtsbuechler, PC for municipal legal services effective 12:00 AM, September 30, 2025.

ADJOURN

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

Note: Official minutes of City Council Meetings and supporting documents for Council packets are available for public review in the City Clerk's Office during normal working hours. Anyone wishing to submit correspondence to the Council before the meeting may send an email to comment@berkleymi.gov 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.



MEMORANDUM

To: Mayor Dean and City Council
From: Crystal VanVleck, City Manager

Date: September 29, 2025
Subject: Approval of Letter of Engagement with Rosati, Schultz, Joppich & Amtsbuechler, PC for municipal legal services and termination of agreement with Hafeli, Staran & Christ, PC

Madam Mayor and Members of City Council,

Background

The City's contract with our current legal counsel expired in 2022. Since that time, we have continued the relationship on a month-to-month basis, as permitted under the terms of the contract.

As a best practice, the City issued a Request for Proposals (RFP) earlier this year to solicit interest from qualified legal firms. A total of eight proposals were received in response to the RFP.

City Council undertook a structured process to evaluate the proposals and identified four firms to advance to the interview stage. These interviews were conducted in an open special work session of Council on September 15.

Following a thorough review of the interviewed firms, City Council selected Rosati, Schultz, Joppich & Amtsbuechler, PC to provide municipal legal services to the City.

Summary

- The designated lead attorney is Lisa Hamameh, a Berkley resident and current member of the City's Planning Commission. Conditional on approval of the engagement letter tonight, Ms. Hamameh has provided a formal resignation letter from the Planning Commission.
- If approved tonight, termination of the City's current legal counsel, Hafeli, Staran & Christ, PC, is effective at 11:59 PM, September 29, 2025 and the agreement with Rosati, Schultz, Joppich & Amtsbuechler, PC is effective at 12:00 AM, September 30, 2025.

Recommendation

It is recommended that City Council approve the termination of the agreement with Hafeli, Staran & Christ, PC effective 11:59 PM, September 29, 2025 and approve the letter of engagement with Rosati, Schultz, Joppich & Amtsbuechler, PC for municipal legal services effective 12:00 AM, September 30, 2025.

Lisa J. Hamameh

September 24, 2025

Via electronic mail: cvanvleck@berkleymi.gov

Mayor Dean and City Council
City of Berkley
3338 Coolidge Hwy.
Berkley, MI 48072

Re: Planning Commission Resignation

Dear Mayor Dean and City Council:

Please accept this letter as my formal resignation as a member of the City's Planning Commission, effective immediately.

It has been an honor to serve the community in this role. I am grateful for the opportunity to have worked with such dedicated individuals and to have contributed to the planning and development of the City.

If you would like to discuss this matter further, please feel free to reach out.

Sincerely,



Lisa J. Hamameh

cc: Crystal Vanvleck, City Manager
Kristen Kapelanski, Community Development Director

1627 LARKMOOR BLVD., BERKLEY, MI 48072

T: (b) (6)

LISA J. HAMAMEH
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Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 17, 2025

Berkley City Council
Attention: Crystal VanVleck, City Manager
City of Berkley
3338 Coolidge Hwy.
Berkley, MI 48072

RE: Legal Services – City of Berkley

Dear Ms. VanVleck, Mayor Dean and Council:

We are pleased that you have selected our firm to represent the City of Berkley for its legal service needs.

Our representation will commence upon receipt of an executed engagement letter. This signed letter acknowledges your understanding of the details of our representation and confirms the scope of the work as outlined in our Proposal and City Charter Sec. 8.8. It is customary in the legal profession to initiate a relationship between an attorney and client through an engagement letter. This engagement letter will serve as an agreement about the nature and scope of our relationship.

In the interest of assuring that you are fully aware of our fees, we are explaining our fee arrangement for our representation in this engagement below.

An hourly rate of \$200.00, for all general municipal services, including any civil litigation (such as code enforcement, condemnation, and appeals). For prosecutions in the 44th District Court (other than code enforcement matters), our hourly rate is \$165.00. Time is based upon tenths of an hour (six minutes). The minimum charge for any matter is one-tenth of an hour and there are no base minimum charges for activities such as phone calls or e-mails.

The City will also be billed for costs which are expended by the Firm on its behalf. The costs and attorney fees will generally be billed monthly.

Based on the information we have been provided, the Firm believes its representation of the City of Berkley complies with the Michigan Rules of Professional Conduct ("MRPC"). However, because changes in structure, ownership, employment, etc., may give rise to conflicts of interest, we must be promptly advised of such changes during this engagement. If we determine that a conflict of interest arises during this engagement, the Firm may take appropriate steps to remedy the conflict in accordance with the MRPC.

The Firm will pursue all matters on behalf of the City conscientiously and without delay, but with regard for the Firm's workload and the nature of the legal system. The Firm will keep you reasonably informed about the status of the matters it handles for the City and welcomes requests for information.

As you know, I will be the primary attorney from the Firm handling matters for the City of Berkley. While having legal counsel who is also a resident of the local government unit he/she represents is common, we understand it is not common in the City of Berkley. As such, we would like to clarify how matters will be handled in circumstances where my representation of the City may be perceived as a possible conflict of interest.

First, it is important to explain that the term "conflict of interest" has legal connotations that may require certain steps be taken, including potential withdrawal from representation. Generally, state law and the MRPC define "conflict of interest" in terms of whether an official or lawyer has a direct personal financial or family interest in a matter that could influence the actions of the official/lawyer, and generally provide for withdrawal where the official/lawyer's independence of judgment could be affected.

The City Code of Ordinances defines "conflict of interest" more broadly, with much greater emphasis on the importance of avoiding the appearance of impropriety, strictly separating an official's roles as private citizen and public servant, and ensuring that all actions promote the public trust. We agree to comply with City Code of Ordinance, Sec. 2-40, which sets minimum standards of ethical conduct for all city officers and employees.

We recognize that there may be rare circumstances in which my public role as the City Attorney might intersect my private role as a City resident, such that I may be called upon to address issues that involve friends or neighbors. In such cases, we recognize that some might be concerned about at least a *perceived* conflict of interest. To address such situations, we propose that, upon our engagement as City Attorney, we will work with City stakeholders to develop a protocol for such circumstances. We anticipate that protocol would include providing for immediate disclosure of the relationship, and a procedure for addressing concerns, which may include having another attorney in the Firm take the lead on the matter, subject to standard screening protocols to ensure that I am fully removed from all information and decision-making on the matter.

We intend to establish a mutually rewarding and enduring relationship with the City of Berkley as its legal counsel. Nevertheless, the City is free to terminate our services at any time by written notice to us. We may also terminate our services to the City by written notice to it.

Should you have any questions, please do not hesitate to call us. If you agree with the above, please sign the enclosed copy at the bottom. Your return of the letter is the first step in our representation of your interests.

We look forward to serving you.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Lisa J. Hamameh
Shareholder



Steven P. Joppich
Vice President

I acknowledge receipt of a copy of this Retainer Agreement and agree to the terms and conditions outlined above on behalf of the City of Berkley.

Dated: _____

Name: _____

Title: _____

Dated: _____

Name: _____

Title: _____

	Hafeli, Staran & Christ	Foster Swift	Garan Lucow	Rosati, Schultz, and Amtsbuechler
Council Member 1	9	13	11	16
Council Member 2	12	13	14	16
Council Member 3	11	14	12	16
Council Member 4	10	13	14	16
Council Member 5	9	14	15	15
Council Member 6	10	12	14	16
TOTAL	61	79	80	95