

**Beverly Hills
Regular Village Council Meeting
Tuesday, January 2, 2019**

**Municipal Building
18500 W. 13 Mile Rd.
7:30 p.m.**

AGENDA

Roll Call/Call to order

Pledge of Allegiance

Amendments to Agenda/Approve Agenda

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

1. Review and consider approval of **minutes** of a regular Council meeting held December 18, 2018.
2. Review and file **bills** recapped as of Friday, December 21, 2018.

Business Agenda

1. Public hearing to receive comments on a proposed **ordinance** amending Chapter 22, Section 22.08.100 Accessory Buildings, Structures, and Uses.
2. First reading of an ordinance amending Chapter 22, Section 22.08.100 Accessory Buildings, Structures, and Uses.
3. Review and consider approving the Public Safety **expenditure** for the Alexis Change Order A.
4. Review and consider resolution to **implement** a local pavement warranty program.
5. Review and consider resolution to adopt a local pavement warranty program.

Public comments

Manager's **report**

Council comments

The Village of Beverly Hills will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities attending the meeting upon three working days' notice to the Village. Individuals with disabilities requiring auxiliary aids or services should contact the Village by writing or phone, 18500 W. Thirteen Mile Beverly Hills, MI 48025 (248) 646-6404.

Present: President Peddie; President Pro-Tem Abboud; Members: George, Hrydziusko, Mooney, Mueller, and Nunez

Absent: None

Also Present: Village Manager/Clerk, Wilson
Public Safety Director, Torongeau

President Peddie called the regular Council meeting to order at 7:30 p.m. in the Village of Beverly Hills municipal building at 18500 W. Thirteen Mile Road. The Pledge of Allegiance was led by Eagle Scout Josh Ziegele, and recited by those in attendance.

AMENDMENTS TO AGENDA/APPROVE AGENDA

Motion by Mooney, second by Mueller, to approve the agenda as submitted.

Motion passed.

COMMUNITY ANNOUNCEMENTS

Josh Ziegele, Troop 1024, presented a report on his completed Eagle Scout project; a Butterfly Garden in Beverly Park. He thanked Council for their support on this project.

PUBLIC COMMENTS

None.

CONSENT AGENDA

Motion by Mooney, second by Nunez, be it resolved that the Council for the Village of Beverly Hills approve the consent agenda.

1. Review and consider approval of minutes of a regular Council meeting held December 4, 2018.
2. Review and file bills recapped as of Monday, December 10, 2018.

Roll Call Vote:

Motion passed (7-0).

BUSINESS AGENDA

SECOND READING AND POSSIBLE ADOPTION OF AN ORDINANCE AMENDING CHAPTER 22 SECTION 22.24 AREA, HEIGHT, BULK, AND PLACEMENT REGULATIONS AND SECTION 22.24.010 ADDENDUM TO SECTION 22.24.

At the direction of Council, the Planning Commission has drafted an amendment to Section 22.24 Schedule of Regulations to add maximum lot coverage percentages for all buildings in the Single Family Residential Zone Districts and to add item q to 22.24.010 Addendum to Section 22.24. And a typographical error will be corrected.

Planning Commission established a subcommittee who worked with Administration and the Planning Consultant to evaluate existing conditions to ensure any proposed regulations did not create nonconformity given the developed nature of Beverly Hills. The percentages proposed were

also based upon evaluation of existing setback requirements and typical development of a single family lot, i.e. construction of a house and garage. Additionally, language to modify the addendum to 22.24 allowing some flexibility in development without imposing the burden of a variance was included to offset potential limitations for existing property owners. A public hearing was held on Wednesday, October 24, 2018 and the Planning Commission made a recommendation for adoption of the proposed changes at that meeting.

Based upon the discussion that occurred at the first reading held December 4th, the language has been modified to remove the option to exceed the stated lot coverage maximum based on neighborhood averages. There was concern that by allowing continued expansion that could further overdevelopment of areas whereas the purpose of lot coverage is to limit potential negative impacts on storm water management. Administration concurred that such a deviation could contribute to overdevelopment and eliminated the language from the proposed amendment. There is still opportunity available to request an increase up to 5% beyond stated maximum if low impact design practices are implemented and maintained by the property owner, but that is discretionary and limited to those who can mitigate storm water impacts.

A copy of the ordinance is available at the Village office.

Kay Michael, Kirkshire expressed her support of the ordinance. Lisa Napolitan, Kirkshire, would like to see the standards made clear in the ordinance. Wilson explained that information could be found in the Municipal Code or is set by state regulations.

Motion by Abboud, second by Hrydziusko, to adopt Ordinance #364 amending;

Chapter 22 Section 22.24. Section 22.24 Schedule of Regulations to add maximum lot coverage percentages for all buildings in the Single Family Residential Zone Districts and to add item q to 22.24.010 Addendum to Section 22.24. Also a typographical error will be corrected.

Roll Call Vote:
Motion passed (7-0).

This ordinance shall become effective 20 days following publication in the Eagle newspaper.

REVIEW AND CONSIDER APPROVAL OF TRAFFIC CONTROL ORDERS #422-TP-18 AND #423-TP-18

The Village has received many complaints from residents on Carriage Lane/Old Post/Wellesley and Old Coach about cut thru traffic on these streets trying to avoid the 14 Mile and Evergreen intersection. The Village contacted TIA to conduct a traffic study and they found that there is a cut thru traffic issue on these streets. In conversation with the Homeowners Associations, two traffic control orders have been developed to assist in resolution of this problem.

Traffic Control Order 422-TP-18 prohibits right turns for thru traffic from eastbound 14 Mile onto Old Post and onto Carriage Lane.

Traffic Control Order 423-TP-18 prohibits left turns for thru traffic from northbound Evergreen onto Wellesley, onto Old Coach and onto Carriage Lane.

Abboud, Mooney, and Hrydziuszko expressed their support of the necessity of these Traffic Control Orders for resident safety.

Motion by Mooney, second by Hrydziuszko, be it resolved that the Beverly Hills Village Council approve Traffic Control Order 422-TP-18 and Traffic Control Order 423-TP-18.

Motion passed.

OPEB FUNDING PROJECTIONS

The Village contracted with Nyhart to do an analysis on the annual funding of retiree health care costs and the amount of annual funds to be set aside for future retiree health care obligations. In the budget for FY 2018-19 the Village began using funds already set aside for future retiree health care obligations to begin paying current retiree health care costs. Village Administration requested assistance determining the proper ratio between expenses incurred by the annual Village budget and the appropriate amount to allocate from the existing Retiree Health Care Fund. Nyhart developed two different scenarios by which the Village could fund retiree health care expenses going forward. These scenarios are as follows:

Scenario 1: All retiree health care expenses will be paid out of the retiree health care fund. The Village will contribute \$400,000 to the retiree health care fund on an annual basis. The contributions are projected to run through FYE 06/30/40. The \$400,000 will be allocated appropriately between the Public Safety Fund and the General Fund (80% +/- Public Safety). At the end of the period of contributions (July 1, 2040) the retiree health care plan would be funded at a level of 102.6%. Beyond that date all retiree health care expenses would be paid for from the Retiree Health Care Fund. As of June 30, 2050, the fund would retain liabilities of \$7.72 million with assets of \$7.92 million, a funding ratio of 102.6%. Under this scenario the Village would meet the minimum Actuarially Determined Contribution (ADC) every year.

Scenario 2: All retiree health care expenses will be paid out of the retiree health care fund. Through FYE 06/30/26 the Village will contribute 100% of the current costs of retiree health care back to the Retiree Health Care Fund. This obtains a 100% funding of the retiree health care fund by June 30, 2026. After this date, the Village would have no further contributions for retiree health care. The annual contributions over this period would range from \$713,000 to \$852,000 and would be split between the Public Safety Fund and the General Fund. Beyond 2026 the Retiree Health Care fund would be projected to be slightly overfunded. The funded ratio on June 30, 2026 is projected to be 102.4%. This ratio would increase to 116.4% by June 30, 2050 and 139.5% by June 30, 2050, by which point the fund would be overfunded by approximately \$3 million.

After analyzing these two scenarios it is the opinion of Village Administration that Scenario 1 is the most appropriate path for the Village at this time. The aggressiveness with which the Village has been setting aside funds for these future obligations combined with the efforts to close these plans has left the Village in an enviable position to begin using these funds to pay current retiree care obligations and limit the impact these costs have on the Village's annual budget. While

somewhat tempting to continue with this aggressive path and potentially eliminate all future retiree health care costs in less than a decade doing so will require a significant outlay of expenses over this period and will lessen the Village's ability to address other needs such as roads and other capital expenses. Further, significant overfunding of these costs should be avoided where possible as the ability of the Village to reclaim funds placed in the Retiree Health Care Fund for other purposes is constrained by current statutes.

Both options scale back from the current plan, and both options meet the annual requirements. The scenarios submitted are projections and should be monitored closely.

Mooney and George expressed support of Scenario One but cautioned the return rates could be optimistic and need to be monitored closely related to fluctuations in the market.

Motion by Mooney, second by Mueller, be it resolved that the Beverly Hills Village Council authorizes Village Administration to adopt Scenario One as presented by Nyhart.

Motion passed.

PUBLIC COMMENTS

None.

MANAGER'S REPORT

DTE Village Trimming Program 2019 – The Village has been notified that a tree trimming and maintenance programming is scheduled for the Beverly Hills in 2019. These areas will include along Southfield Rd. and 14 Mile and the area bordered by 14 Mile to the north, Beverly to the south, Greenfield Rd. to the east, and Southfield Rd. to the west. The contractor for this project will be Wright Tree Service. A date for this work is not known at this time. When the schedule is available the Village will work with Wright Tree Service and DTE to notify impacted homeowners of the pending work. More information on DTE's tree maintenance program is available on the DTE website at the following: <https://www.newlook.dteenergy.com/wps/wcm/connect/dte-web/home/service-request/common/system-improvements/tree-trimming>

Recreational Marijuana Report – Per the direction of the Village Council, the Planning Commission appointed a subcommittee to review the potential impact of legalized recreational marijuana in Michigan. This subcommittee, consisting of Planning Commission Members Ben Wilensky and Charles Copeland, has prepared a report that has been provided for Council's review. The report details the provisions of the recent voter approved Michigan Regulation and Taxation of Marijuana Act (MRTMA). The intent of the report is to guide the Village as a municipality in its response to the MRTMA.

Should the Village wish to pursue full opt out of the commercial operations allowed under the MRTMA the Village would lose out on potential revenue available to municipalities the state licensing and registration fees. Nevertheless, many communities have begun the process of considering and approving ordinances opting out of the new law. As passed, the law prohibits commercial marijuana facilities within 1000 feet of public and private schools. Given the proximity of Beverly Elementary and Greenfield Elementary to the Village's primary business

districts the potential location for such establishments within the Village limits are very limited. The report also includes two examples of recently approved opt out ordinances in Worth Township and the City of Clare. Should Council wish to pursue an opt out, the Planning Commission is prepared to provide a draft to Council for review and consideration.

Holiday Schedule – Village offices will be closed on Monday, December 24th and Tuesday, December 25th for Christmas. Trash pickup for Monday the 24th will proceed as scheduled. Trash pickup for Tuesday, Christmas Day will occur on Wednesday, December 26th. Village offices will be closed on Monday, December 31st and Tuesday, January 1st for New Years. Trash pickup for Monday, December 31st will proceed as scheduled. Trash pickup for Tuesday, January 1st will occur on Wednesday, January 2nd.

Next Council Meeting – Due to the New Year's Holiday, the next Council meeting will be held on Wednesday, January 2nd.

Water Testing Update – Over 145 water samples were collected during the first two weeks of December. A final batch of approximately 20 will be sent to residences for collection on Wednesday, December 19th. As of the writing of this report the first round of test results were being received. Village Administration is compiling the results in the required DEQ format and will be notifying residents of their test results soon. All test results will be submitted by the end of December.

14 Mile Road Construction 2019 – The Village has been notified by the City of Royal Oak that they will be doing a water main and road project in 2019 on 14 Mile between Greenfield and Coolidge. Royal Oak is reaching out to us and Birmingham to coordinate signage for road/lane closures and detours for this project. While the project will be outside the Village limits it will obviously have an impact on traffic on the east side of the Village. A construction schedule has not been provided on this, but it is anticipated work will begin in late spring and early summer.

Village Pension and OPEB Reporting –Form 5572 from the Michigan Department of Treasury for the Village's annual reporting of our pension and OPEB (retiree health care) liabilities was provided for review. This information contained in this report comes from the actuarial reports for our pension and retiree health care systems as of June 30, 2018. As indicated in these reports, the Village's pension plan is 88.4% funded and our retiree health care plan is 66.9% funded. Both plans have been closed to new hires. These forms have been submitted to the Department of Treasury as required by Public Act 202 of 2017.

COUNCIL COMMENTS

All of Council wished residents a Happy Holiday season.

George asked that a map of what commercial spaces may be available for Village's primary business districts could be provided, giving the Council a better overview of the potential locations for commercial marihuana facilities within the Village. The Birmingham Public Schools has hired a new superintendent.

Hrydziusko reported she attended the MML meeting on the recent voter approved Michigan Regulation and Taxation of Marihuana Act (MRTMA). She looks forward to working with the Planning Commission and Council to explore all options available.

Mooney presented the Village a donation of \$634.09 from the Beverly Hills Garden Club. For many decades the Club maintained the gardens located in Beverly Park. Its members included; Helen Bedford, Laverne Cleary, Irene Davis, Elizabeth Huffman, Jeannie Moore, Debbie Morrow, Betty Mould, Dodie Mucha, Marie Nash, Nancy Norling, Betty Tipton, Mary Jane Valanty, and Teddie Vickers.

Abboud reported the Personnel, Finance, and Public Safety Committees have planned meetings. He is honored to have been elected as the Village SEMCOG and MML representative.

Motion by Mooney, second by Abboud, to adjourn the meeting at 8:37 p.m.

Motion passed.

Lee Peddie
Council President

Chris Wilson
Village Clerk

Elizabeth M. Lyons
Recording Secretary

TO THE PRESIDENT & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 12/10/2018 THROUGH 12/21/2018.

ACCOUNT TOTALS:

101	GENERAL FUND	\$81,600.88
202	MAJOR ROAD FUND	\$13,860.75
203	LOCAL STREET FUND	\$23,625.73
205	PUBLIC SAFETY DEPARTMENT FUND	\$194,680.62
285	RETIREE HEALTH CARE FUND	\$2,500.00
401	CAPITAL PROJECTS FUND	\$970.00
592	WATER & SEWER FUND	\$88,341.85
701	TRUST & AGENCY FUND	\$11,935.37
	TOTAL	<u>\$417,515.20</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$417,515.20</u>
	GRAND TOTAL	<u>\$417,515.20</u>

12/21/2018 10:30 AM
User: KARRIE
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 12/21/2018 - 12/21/2018

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
Bank COM COMERICA						
12/21/2018	COM	79525	59962	ALEXIS FIRE EQUIPMENT	ALEXIS FIRE EQUIPMENT	970.00
12/21/2018	COM	79526	51160	ALLIANCE MOBILE HEALTH	ALLIANCE MOBILE HEALTH	145.00
12/21/2018	COM	79527	31164	APOLLO FIRE APPARATUS	APOLLO FIRE APPARATUS	103.45
12/21/2018	COM	79528	53284	APPLIED IMAGING	APPLIED IMAGING	152.95
12/21/2018	COM	79529	51802	ARROW OFFICE SUPPLY CO.	ARROW OFFICE SUPPLY CO.	63.36
12/21/2018	COM	79530	59961	ARTHUR POST	ARTHUR POST	200.00
12/21/2018	COM	79531	02000	BADGER METER INC	BADGER METER INC	4,939.33
12/21/2018	COM	79532	33004	BATTERIES PLUS	BATTERIES PLUS	88.68
12/21/2018	COM	79533	59472	BCM HOME IMPROVEMENT LLC	BCM HOME IMPROVEMENT LLC	300.00
12/21/2018	COM	79534	51409	BEVERLY HILLS ACE	BEVERLY HILLS ACE	68.13
12/21/2018	COM	79535	02400	BEVERLY HILLS WATER DPT	BEVERLY HILLS WATER DPT	269.17
12/21/2018	COM	79536	30861	BLUE CARE NETWORK	BLUE CARE NETWORK	33,707.88
12/21/2018	COM	79537	52071	BLUE CROSS BLUE SHIELD	BLUE CROSS BLUE SHIELD	37,366.42
12/21/2018	COM	79538	49980	C&G PUBLISHING	C&G PUBLISHING	39.00
12/21/2018	COM	79539	59779	CANFIELD EQUIPMENT SERVICE	CANFIELD EQUIPMENT SERVICE	95.00
12/21/2018	COM	79540	03700	CARRIER & GABLE	CARRIER & GABLE	8,316.00
12/21/2018	COM	79541	58597	CATHY WHITE	CATHY WHITE	114.52
12/21/2018	COM	79542	59347	CINTAS CORPORATION #31	CINTAS CORPORATION #31	62.02
12/21/2018	COM	79543	59323	CLEANNET	CLEANNET	858.00
12/21/2018	COM	79544	31925	COALITION OF PUBLIC SAFETY	COALITION OF PUBLIC SAFETY	19,030.73
12/21/2018	COM	79545	04500	COMEAU EQUIPMENT CO INC.	COMEAU EQUIPMENT CO INC.	27,411.99
12/21/2018	COM	79546	59697	DETROIT ELEVATOR COMPANY	DETROIT ELEVATOR COMPANY	1,544.52
12/21/2018	COM	79547	52025	DETROIT SALT COMPANY	DETROIT SALT COMPANY	4,570.38
12/21/2018	COM	79548	50919	DTE ENERGY	DTE ENERGY	854.38
12/21/2018	COM	79549	51385	DTE ENERGY	DTE ENERGY	2,610.30
12/21/2018	COM	79550	31228	EXXONMOBIL	EXXONMOBIL	217.58
12/21/2018	COM	79551	53583	GUARDIAN	GUARDIAN	6,344.45
12/21/2018	COM	79552	59327	HANSONS WINDOWS	HANSONS WINDOWS	200.00
12/21/2018	COM	79553	32578	HOWARD SHOCK	HOWARD SHOCK	281.08
12/21/2018	COM	79554	59010	HUNT SIGN COMPANY	HUNT SIGN COMPANY	643.00
12/21/2018	COM	79555	39070	J.H. HART URBAN FORESTRY	J.H. HART URBAN FORESTRY	1,432.25
12/21/2018	COM	79556	09300	KELLER THOMA	KELLER THOMA	306.25
12/21/2018	COM	79557	58849	L-3 COM MOBIL VISION, INC.	L-3 COM MOBIL VISION, INC.	4,927.08
12/21/2018	COM	79558	51350	LOU'S TRANSPORT INC.	LOU'S TRANSPORT INC.	662.07
12/21/2018	COM	79559	59116	MARGARET A.S. BEKE	MARGARET A.S. BEKE	96.00
12/21/2018	COM	79560	59960	MICHIGAN CAT	MICHIGAN CAT	440.50
12/21/2018	COM	79561	53528	MICHIGAN LABOR LAW POST	MICHIGAN LABOR LAW POST	477.00
12/21/2018	COM	79562	51461	MUNICIPAL WEB SERVICES	MUNICIPAL WEB SERVICES	2,802.00
12/21/2018	COM	79563	51182	NELSON BROTHERS SEWER &	NELSON BROTHERS SEWER &	3,500.00
12/21/2018	COM	79564	59112	NEXT	NEXT	675.00
12/21/2018	COM	79565	51799	NYE UNIFORM EAST	NYE UNIFORM EAST	262.50
12/21/2018	COM	79566	51540	O'REILLY AUTO PARTS	O'REILLY AUTO PARTS	75.59
12/21/2018	COM	79567	51751	O.C.W.R.C.	O.C.W.R.C.	31,289.00
12/21/2018	COM	79568	14100	OBSERVER & ECCENTRIC	OBSERVER & ECCENTRIC	173.76
12/21/2018	COM	79569	49769	OFFICE EXPRESS	OFFICE EXPRESS	41.25
12/21/2018	COM	79570	59622	PARAGON LABORATORIES	PARAGON LABORATORIES	1,850.00
12/21/2018	COM	79571	30035	PLANTE & MORAN, PLLC	PLANTE & MORAN, PLLC	8,750.00
12/21/2018	COM	79572	52107	PRIEST CONSTRUCTION	PRIEST CONSTRUCTION	200.00
12/21/2018	COM	79573	15300	PRINTING SYSTEMS	PRINTING SYSTEMS	148.05
12/21/2018	COM	79574	59376	PRM CUSTOM BUILDERS	PRM CUSTOM BUILDERS	1,250.00
12/21/2018	COM	79575	32235	RICHARD REPRODUCTIONS	RICHARD REPRODUCTIONS	488.00
12/21/2018	COM	79576	16100	ROAD COMMISSION FOR OAK	ROAD COMMISSION FOR OAK	855.26
12/21/2018	COM	79577	16500	S.O.C.R.R.A.	S.O.C.R.R.A.	28,575.00
12/21/2018	COM	79578	16600	S.O.C.W.A.	S.O.C.W.A.	43,535.20
12/21/2018	COM	79579	59282	SAFEBUILT INC.	SAFEBUILT INC.	25,916.00
12/21/2018	COM	79580	59959	SANTANDER BANK, N.A.	SANTANDER BANK, N.A.	98,860.38
12/21/2018	COM	79581	51356	SOUTHFIELD MUFFLER & BR	SOUTHFIELD MUFFLER & BR	934.64
12/21/2018	COM	79582	39048	SOUTHFIELD TOWNSHIP	SOUTHFIELD TOWNSHIP	74.30
12/21/2018	COM	79583	17700	SUNSET MAINTENANCE SERVICE	SUNSET MAINTENANCE SERVICE	1,000.00
12/21/2018	COM	79584	50767	VERIZON WIRELESS	VERIZON WIRELESS	31.79
12/21/2018	COM	79585	38205	VERIZON WIRELESS MESSAG	VERIZON WIRELESS MESSAG	684.01
12/21/2018	COM	79586	59698	VICTORS ROOFING	VICTORS ROOFING	300.00
12/21/2018	COM	79587	14800	VILLAGE OF BEVERLY HILLS	VILLAGE OF BEVERLY HILLS	2,500.00
12/21/2018	COM	79588	59388	WEATHERGARD WINDOWS	WEATHERGARD WINDOWS	200.00
12/21/2018	COM	79589	20900	ZIP ETC INC	ZIP ETC INC	2,635.00

COM TOTALS:

Total of 65 Checks:	417,515.20
Less 0 Void Checks:	0.00
Total of 65 Disbursements:	417,515.20

MEMO

To: Honorable President Peddie; Village Council
Chris Wilson, Village Manager

From: Erin Saur, Planning & Zoning Administrator

Date: December 21, 2018

Re: Set public hearing date for amendments to Chapter 22, Section 22.08.100

At the meeting held July 17, 2018 Council requested the Planning Commission review and make a recommendation of modifications to Section 22.08.100 Accessory Structures, Buildings and Uses, to establish regulations to permit mechanical units in side yards and to establish requirement for zoning permit for sheds/small buildings 120 square feet or larger that otherwise do not require a building permit.

The subcommittee of Planning Commission and Administration reviewed existing conditions in the Village and impacts of proposed changes prior to drafting the proposed amendment to the ordinance. On October 24, 2018 the Planning Commission held a public hearing and on November 28, 2018 Planning Commission made a recommendation to approve changes to Section 22.08.100 to add regulations for mechanical units in side yards and establish requirement for zoning permits for buildings 120 square feet or larger.

Procedurally, the Village Council must hold a public hearing, and first and second readings prior to adoption. Upon adoption by Council, the language will take effect 20 days after publication.

ees

VILLAGE OF BEVERLY HILLS
ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE VILLAGE MUNICIPAL CODE,
CHAPTER 22, ZONING ORDINANCE FOR THE VILLAGE OF BEVERLY HILLS.

The Village of Beverly Hills Ordains:

Section 1.01. That Section 22.08.100 of Chapter 22 is hereby amended as to Section b, g, i and j to read as follows:

**22.08.100 ACCESSORY BUILDINGS, STRUCTURES AND USES IN RESIDENTIAL
ZONE DISTRICTS.**

b. No detached accessory buildings, structures, or uses shall be erected in the front or side open space or within permanent easements. Mechanical units (i.e. a/c condensers or generators) may be placed in the side open space provided the following conditions are met:

- i. shall be located at least five (5) feet from adjoining lot lines and not more than five (5) feet from the principal building;
- ii. shall be screened with dense shrubs maintained at a height not less than one (1) foot above the height of the unit; and
- iii. shall emit noise no greater than sixty-five (65) decibels (dB(A)) at the nearest property line.

g. Garage doors facing the street shall not exceed a total length of 24 feet in total and shall not exceed a height of 9 feet.

i. Accessory buildings shall be designed so that no exterior wall length is greater than two-times the length of any other exterior wall of that accessory building, unless otherwise approved by the Planning Commission upon a finding of no adverse impact to the surrounding neighborhood.

j. Detached accessory buildings containing one hundred twenty (120) square feet of ground floor area or more shall be required to obtain a Zoning Compliance Permit prior to construction or installation. Such buildings shall provide a foundation or rat wall and must be compatible with the principal building in terms of style, design, material and/or color(s).

Section 2.01. SEVERABILITY. If any section, clause or provision of this Ordinance shall be declared to be inconsistent with the Constitution and laws of the State of Michigan and voided by any court of competent jurisdiction, said section, clause or provision declared to be unconstitutional and void shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force.

Section 3.01. SAVING CLAUSE. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law when they were commenced.

Section 4.01. REPEALER. Any Ordinance conflicting with this Ordinance be and the same is hereby repealed.

Section 5.01. EFFECTIVE DATE. A public hearing having been held by the Planning Commission on October 24, 2018, and the Village Council on January 2, 2019, the provision of this Ordinance shall become effective 20 days following its publication in The Eccentric, a newspaper circulated within said Village.

Made and passed by the Village Council of the Village of Beverly Hills this _____ day of January, 2019.

LEE PEDDIE, Village President

CHRIS WILSON, Interim Village Clerk

I, Ellen E. Marshall, being the duly appointed and qualified Interim Clerk of the Village of Beverly Hills, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of an Ordinance adopted by the Village Council of the Village of Beverly Hills at a regular meeting thereof held on the ____ day of January, 2019.

CHRIS WILSON, Interim Village Clerk



Beverly Hills Department of Public Safety

Memo

To: Sheila McCarthy, Village of Beverly Hills Finance Director
From: Howard Shock, Public Safety Deputy Director
Date: December 18, 2018
Re: Alexis Fire Apparatus Change Order A

Background

On January 16th, 2018 Village Council approved the purchase of a fire truck manufactured by the Alexis Fire Equipment Company. Sgt. Ginther and I attended a preconstruction conference at Alexis Fire Equipment Company. The purpose of the conference was to review the plans initially developed during the proposal of job number 2352.

During a review, adjustments needed to be made regarding the design of the compartments. The original plans did not include an EMS compartment, shelving, and additional plumbing that was needed. A couple of items were added for safety including a rear back up camera, DOT approved striping, and lights.

I have attached a copy of Change Order A with invoices 2352CA1-IN (\$4,834.00), 2352CA2-IN (\$4,313.00) and 2352CA3-IN (\$3,009.00).

Recommendation

It is the recommendation that Village Council authorize the expenditure for the Alexis Change Order, A in the amount of \$12,156.00. The Village will be taking delivery of the truck on January 4th, 2019.

Financial

Funding for the purchase may come from account 401-905-977.50

INVOICE

Page: 1

ALEXIS FIRE EQUIPMENT CO.
109 EAST BROADWAY
ALEXIS, IL 61412
(309) 482-6121

INVOICE NUMBER: 2352CA1-IN
INVOICE DATE: 12/18/2018
SALESPERSON: HSE
TAX SCHEDULE: NONTAX
JOB NUMBER: 0002352

BEVERLY HILLS DEPARTMENT
OF PUBLIC SAFETY
18600 W. THIRTEEN MILE ROAD
BEVERLY HILLS, MI 48025

CUSTOMER NUMBER: BE85
CUSTOMER P.O.:
SHIP VIA:
TERMS: C.O.D.

CONTACT:

ITEM CODE	DESCRIPTION	UM	QUANTITY	PRICE	AMOUNT
MISC	CHANGE ORDER "A1"		1.000	4,834.000	4,834.00
A1-A13					

THANK YOU FOR CHOOSING ALEXIS FIRE EQUIP.

NET INVOICE:	4,834.00
FREIGHT:	0.00
SALES TAX:	0.00
INVOICE TOTAL	4,834.00



Change Order A

109 East Broadway

Alexis, IL 61412

800-322-2284 / 309-937-3801 fax

Customer: Beverly Hills Department of Public Safety
Job Number: 2352
Drawing No: MP-B74
Date: 06/04/18

Routing

- ☐ Red File
☐ Engineering
☐ Shop
☐ Purchasing
☐ Shipping

ITEM	PAGE	DESCRIPTION	CUSTOMER COST
A1		Weekly photos shall be emailed to: ddesrochers@apollofire.com hshock@beverlyhillspolice.com rginther@beverlyhillspolice.com	Clarification
A2		n-FAB Podium Textured Black stainless steel nerf bars shall be installed on each side	\$793.00
A3	13	Full stainless steel wheel covers are included from Alexis	Clarification
A4	13	The HO Bostrom SCBA seats shall incorporate parade panels	Clarification
A6	13	The front bumper shall be an Alexis formed stainless steel bumper	Clarification
A7	14	The rear hitch shall incorporate Male socket (car end) receiver for trailer electrical. The 7 way plastic connector incorporates vinyl inserts to keep out dirt and moisture. Interior design prevents internal short-circuiting, safety latch prevents damage from accidental pull-away. Color-coded to RVI standards. Interchangeable with other well known RV types.	\$196.00
A8		An EMS compartment shall be provided between the rear seats. The compartment shall incorporate a 2" lip around the top for additional storage. The compartment shall be accessible from each side of the apparatus. Die Cut Black Hypalon webbing shall be provided over the opening on each side. The compartment shall include two (2) adjustable shelves. There shall be no lighting provided in the compartment. An EMS compartment drawing shall be provided for approval prior to manufacture	\$3,845.00
A9	15	The pump shall be upgraded to a Hale DSD 1250 GPM Pump	No Charge
A10	17	The left steamer shall be 6". The steamer shall incorporate a short suction manifold to accommodate the customer's Akron Revolution straight external valve	Clarification
A11	18	The intake pressure relief valve shall be set at 125 PSI	Clarification

2

A12	21	<p>The color coded tags shall be as follows:</p> <p>#1 Crosslay - yellow</p> <p>#2 Crosslay - White</p> <p>Booster Line - Gray</p> <p>#1 Left 2½" Discharge - Red</p> <p>#2 Left 2½" Discharge - Blue</p> <p>#1 Left 2½" Suction - Dark Green</p> <p>#1 Rear 2½" Discharge - Orange (left front of hosebed)</p> <p>#2 Rear 2½" Discharge - Lime Green (left rear of hosebed)</p>	Clarification
A13		The right side 2½" discharge shall be removed from the drawing	Clarification
A14	23	The rear Mattydale preconnect shall be plumbed 2½" with a 2½" swivel and incorporate a 2½" x 1½" reducer	\$267.00
A15	23	The forward preconnect shall have the capacity to carry 150' of 1¼" hose with nozzle and the rear preconnect shall have the capacity to carry 250' of 1¼" hose with nozzle	Clarification
A16	23	The hinged Mattydale preconnect cover shall incorporate stops on the front to prevent the cover from swinging forward onto the cab roof	Clarification
A17	23	The Mattydale preconnect cover end flaps shall be black in color	Clarification
A18		One (1) 2½" preconnect shall be located at the front of the apparatus hose bed on the left side. The preconnect shall include 2½" full flow waterways and a 2½" full flow quarter turn ball valve that is remote controlled with a push/pull control from the pump panel.	\$1,998.00
A19	23	One (1) air reel blowout hall be provided in the booster reel plumbing to facilitate hose drainage. The air shall be supplied from the onboard air tank.	\$293.00
A20	23	The booster reel shall contain 200' of 1" booster hose. The height may increase to accommodate the extra 50' of hose.	\$223.00
A21	23	The booster reel shall be located on the left side of the dunnage area and the tank fill shall be located on the right side. The roller/spool assemblies on the body roof shall be relocated to L2. The booster reel hose shall be plumbed to exit through the L2 compartment	Clarification
A22	25	The apparatus body shall be manufactured of stainless steel with a stainless steel subframe. The front and both body sides shall be fully painted.	Clarification
A23	26	The left and right side winch points shall incorporate winch wiring	Clarification
A24	27	The hose bed cover shall be black in color	Clarification
A25	29	The L2 compartment shall incorporate Unistrut tracking, one (1) adjustable shelf, and one (1) 250# floor mounted roll out tray	\$1,138.00
A26	29	The L3 compartment shall incorporate Unistrut tracking. The roll out drop down tray shall be adjustable mounted on the Unistrut tracking in the vertical center of the compartment	\$369.00

INVOICE

Page: 1

ALEXIS FIRE EQUIPMENT CO.
109 EAST BROADWAY
ALEXIS, IL 61412
(309) 482-6121

INVOICE NUMBER: 2352CA2-IN
INVOICE DATE: 12/18/2018
SALESPERSON: HSE
TAX SCHEDULE: NONTAX
JOB NUMBER: 0002352

BEVERLY HILLS DEPARTMENT
OF PUBLIC SAFETY
18600 W. THIRTEEN MILE ROAD
BEVERLY HILLS, MI 48025

CUSTOMER NUMBER: BE85
CUSTOMER P.O.:
SHIP VIA:
TERMS: C.O.D.

CONTACT:

ITEM CODE	DESCRIPTION	UM	QUANTITY	PRICE	AMOUNT
MISC	CHANGE ORDER "A2"		1.000	4,313.000	4,313.00
A14-A46					

THANK YOU FOR CHOOSING ALEXIS FIRE EQUIP.

NET INVOICE:	4,313.00
FREIGHT:	0.00
SALES TAX:	0.00
INVOICE TOTAL	4,313.00

A12	21	<p>The color coded tags shall be as follows:</p> <p>#1 Crosslay - yellow</p> <p>#2 Crosslay - White</p> <p>Booster Line - Gray</p> <p>#1 Left 2½" Discharge - Red</p> <p>#2 Left 2½" Discharge - Blue</p> <p>#1 Left 2½" Suction - Dark Green</p> <p>#1 Rear 2½" Discharge - Orange (left front of hosebed)</p> <p>#2 Rear 2½" Discharge - Lime Green (left rear of hosebed)</p>	Clarification
A13		The right side 2½" discharge shall be removed from the drawing	Clarification
A14	23	The rear Mattydale preconnect shall be plumbed 2½" with a 2½" swivel and incorporate a 2½" x 1½" reducer	\$267.00
A15	23	The forward preconnect shall have the capacity to carry 150' of 1¼" hose with nozzle and the rear preconnect shall have the capacity to carry 250' of 1¼" hose with nozzle	Clarification
A16	23	The hinged Mattydale preconnect cover shall incorporate stops on the front to prevent the cover from swinging forward onto the cab roof	Clarification
A17	23	The Mattydale preconnect cover end flaps shall be black in color	Clarification
A18		One (1) 2½" preconnect shall be located at the front of the apparatus hose bed on the left side. The preconnect shall include 2½" full flow waterways and a 2½" full flow quarter turn ball valve that is remote controlled with a push/pull control from the pump panel.	\$1,998.00
A19	23	One (1) air reel blowout hall be provided in the booster reel plumbing to facilitate hose drainage. The air shall be supplied from the onboard air tank.	\$293.00
A20	23	The booster reel shall contain 200' of 1" booster hose. The height may increase to accommodate the extra 50' of hose.	\$223.00
A21	23	The booster reel shall be located on the left side of the dunnage area and the tank fill shall be located on the right side. The roller/spool assemblies on the body roof shall be relocated to L2. The booster reel hose shall be plumbed to exit through the L2 compartment	Clarification
A22	25	The apparatus body shall be manufactured of stainless steel with a stainless steel subframe. The front and both body sides shall be fully painted.	Clarification
A23	26	The left and right side winch points shall incorporate winch wiring	Clarification
A24	27	The hose bed cover shall be black in color	Clarification
A25	29	The L2 compartment shall incorporate Unistrut tracking, one (1) adjustable shelf, and one (1) 250# floor mounted roll out tray	\$1,138.00
A26	29	The L3 compartment shall incorporate Unistrut tracking. The roll out drop down tray shall be adjustable mounted on the Unistrut tracking in the vertical center of the compartment	\$369.00

A27	29	The L4 compartment shall incorporate Unistrut tracking. The lower 250# roll out tray shall be floor mounted sized to accommodate a Tempest VS1 fan. The two (2) upper roll out trays shall be deleted. One (1) adjustable shelf shall be provided above the Tempest Fan	(\$637.00)
A28	29	The drop down step shall be removed from the R1 and L1 compartments. As such, the roll up door shall be full height	(\$1,722.00)
A29	29	One (1) full depth adjustable shelf shall be deleted from R1 Two (2) fire extinguisher mounting brackets mounted on a vertical divider on a floor mounted 250# roll out tray for ease of access shall be provided in R1	\$853.00
A30	30	The R2 compartment shall incorporate Unistrut tracking and one (1) adjustable shelf located above the roll out trays	\$533.00
A31	30	The R3 compartment shall incorporate four (4) walk-away air pack brackets on the rear wall	\$536.00
A32	30	The roll out drop down tray shall be deleted from R3	(\$863.00)
A33	30	The upper tray in R4 shall be adjustable mounted on the Unistrut tracking. The lower tray shall be floor mounted	Clarification
A34	30	Two (2) 250# roll out trays shall be deleted from R4	(\$1,066.00)
A35	30	There shall be one (1) small shelf provided on left side upper area of the rear compartment to accommodate the battery chargers for the tools.	\$153.00
A36	30-31	The rear roll up door shall remain satin finished and shall be Chevron striped	\$765.00
A37	31	All compartments, including L1 (pump panel,) and R1 (pump access panel,) shall incorporate Kystal-Lite tube lighting that is door activated.	Clarification
A38	32-34	The poly tank shall be manufactured by UPF. Not PRO POLY due to customer's history with Pro Poly	Clarification
A39	38	The 120 Volt auto eject cover shall be red	Clarification
A40	38-39	An approval drawing shall be provided for the floor mounted console	Clarification
A41	38-39	There shall be a map/binder storage area incorporated into the console at the rear. The storage area shall incorporate one (1) divider, providing two (2) slots for map/binder storage.	\$185.00
A42	39	The customer supplied radio shall be installed in the center console. The radio has been received from the customer for installation	\$645.00
A43	39	Two (2) customer supplied portable radio chargers shall be mounted in the chassis cab. The mounting location shall be determined. The portable radios have been received from the customer for installation	\$420.00

A44	39	One (1) Alexis Fire Equipment/customer supplied antenna base, for use with an NMO type antenna, shall be mounted on the cab roof. The antenna base shall be a Motorola base designed for either thick or thin roof material as appropriate for the application and shall include a custom length of RG58 A/U cable with no connector at the radio end of the cable. The cable shall terminate at the center console area. The antenna has been received by the customer	\$223.00
A45	40	The lightbar shall be an all red lightbar	Clarification
A46	40	Two (2) additional Whelen Model 50R02ZBR Red LED lights shall be provided on the cab grill. The four (4) lights on the grill shall be red / blue left and blue / red right	\$678.00
A47	40	One (1) Whelen Model 60R02FRR Red LED light shall be provided on each side of the front bumper tail.	\$683.00
A48	40	The 60 series LED warning light in the rear wheel well area on each side shall be blue	Clarification
A49		There shall be one (1) Audiovox Color Observation back-up camera system installed on the apparatus. The system includes one (1) 7" color video monitor, monitor mount, color camera, three (3) camera input receiver, and camera cable.	\$1,662.00
A50	43	One (1) 20 Amp Straight Blade quad outlet shall be provided in the rear compartment near the small upper shelf. The right outlets in the quad assembly shall be powered by the generator and the left outlets shall be powered by the shoreline connection	\$386.00
A51	43-44	The cord reel and quad box shall be removed from the unit	(\$2,455.00)
A52	45	The customer does not utilize Rescue Jacks. The left upper storage compartment shall be utilized for one (1) backboard and one (1) stokes basket (if possible.) The compartment shall remain open with no dividers. There shall be a stop provided on the floor of the compartment to retain the backboard near the door opening	\$157.00
A53	45	The hose bed ladder storage compartment shall be located on the right side of the hose bed. The rear 2½" discharge shall be located on the left side.	Clarification
A54	45-46	Mounting brackets for the wheel chocks shall be provided under the L1/L2 compartment area, ahead of the rear wheels	\$293.00
A55	48	The cab lettering shall be "BEVERLY HILLS" on the front cab doors and "RESCUE 31" on the rear cab doors.	Clarification
A56	48	"R31" shall be provided in blue on the left bumper tail	\$94.00
A57	48	The reflective striping may be changed to 1-4-1 if needed due to space restrictions	Clarification
A58	48	"BEVERLY HILLS" shall be provided on the left, right, and front of the upper body area in lettering sized to fit the location.	\$1,032.00
A59	48	"RESCUE31" shall be provided on the front upper center of the cab roof, similar to what was provided on the Lewistown unit	\$157.00
A61		The ability to incorporate a run stop system shall be evaluated and determined at a later date	Clarification

INVOICE

Page: 1

ALEXIS FIRE EQUIPMENT CO.
109 EAST BROADWAY
ALEXIS, IL 61412
(309) 482-6121

INVOICE NUMBER: 2352CA3-IN
INVOICE DATE: 12/18/2018
SALESPERSON: HSE
TAX SCHEDULE: NONTAX
JOB NUMBER: 0002352

BEVERLY HILLS DEPARTMENT
OF PUBLIC SAFETY
18600 W. THIRTEEN MILE ROAD
BEVERLY HILLS, MI 48025

CUSTOMER NUMBER: BE85
CUSTOMER P.O.:
SHIP VIA:
TERMS: C.O.D.

CONTACT:

ITEM CODE	DESCRIPTION	UM	QUANTITY	PRICE	AMOUNT
MISC	CHANGE ORDER "A3"		1.000	3,009.000	3,009.00
A46-A64					

THANK YOU FOR CHOOSING ALEXIS FIRE EQUIP.

NET INVOICE:	3,009.00
FREIGHT:	0.00
SALES TAX:	0.00
INVOICE TOTAL	3,009.00

A44	39	One (1) Alexis Fire Equipment/customer supplied antenna base, for use with an NMO type antenna, shall be mounted on the cab roof. The antenna base shall be a Motorola base designed for either thick or thin roof material as appropriate for the application and shall include a custom length of RG58 A/U cable with no connector at the radio end of the cable. The cable shall terminate at the center console area. The antenna has been received by the customer	\$223.00
A45	40	The lightbar shall be an all red lightbar	Clarification
A46	40	Two (2) additional Whelen Model 50R02ZBR Red LED lights shall be provided on the cab grill. The four (4) lights on the grill shall be red / blue left and blue / red right	\$678.00
A47	40	One (1) Whelen Model 60R02FRR Red LED light shall be provided on each side of the front bumper tail.	\$683.00
A48	40	The 60 series LED warning light in the rear wheel well area on each side shall be blue	Clarification
A49		There shall be one (1) Audiovox Color Observation back-up camera system installed on the apparatus. The system includes one (1) 7" color video monitor, monitor mount, color camera, three (3) camera input receiver, and camera cable.	\$1,662.00
A50	43	One (1) 20 Amp Straight Blade quad outlet shall be provided in the rear compartment near the small upper shelf. The right outlets in the quad assembly shall be powered by the generator and the left outlets shall be powered by the shoreline connection	\$386.00
A51	43-44	The cord reel and quad box shall be removed from the unit	(\$2,455.00)
A52	45	The customer does not utilize Rescue Jacks. The left upper storage compartment shall be utilized for one (1) backboard and one (1) stokes basket (if possible.) The compartment shall remain open with no dividers. There shall be a stop provided on the floor of the compartment to retain the backboard near the door opening	\$157.00
A53	45	The hose bed ladder storage compartment shall be located on the right side of the hose bed. The rear 2½" discharge shall be located on the left side.	Clarification
A54	45-46	Mounting brackets for the wheel chocks shall be provided under the L1/L2 compartment area, ahead of the rear wheels	\$293.00
A55	48	The cab lettering shall be "BEVERLY HILLS" on the front cab doors and "RESCUE 31" on the rear cab doors.	Clarification
A56	48	"R31" shall be provided in blue on the left bumper tail	\$94.00
A57	48	The reflective striping may be changed to 1-4-1 if needed due to space restrictions	Clarification
A58	48	"BEVERLY HILLS" shall be provided on the left, right, and front of the upper body area in lettering sized to fit the location.	\$1,032.00
A59	48	"RESCUE31" shall be provided on the front upper center of the cab roof, similar to what was provided on the Lewistown unit	\$157.00
A61		The ability to incorporate a run stop system shall be evaluated and determined at a later date	Clarification

A62		The wo (2) pike pole tubes shall be located in the ladder storage compartment on the right side. One (1) additional pike pole tube shall be provided in the ladder storage compartment, total of three (3)	\$165.00
a63		The unit number shall be provided at the rear on the right side in blue reflective vinyl material with white outline and black shadow per the customer's photo	\$157.00
A64		The lettering and striping shall match the supplied photos	Clarification
Accepted By:		TOTAL	\$12,156.00

Customer Representative

DATE:

05/04/18

Alexis Representative

DATE:

5/8/18

NOTE: The contracted delivery date on the apparatus will be extended based upon the receipt of the approved change order

Memorandum

To: Honorable President Peddie; Village Council
From: Chris D. Wilson, Village Manager
CC: Thomas Meszler, Public Services Director
Date: 12/28/2018
Re: Michigan Local Agency Pavement Warranty Program

With passage of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement (MCL 247.662, 247.663) that each local road agency in Michigan adopt a Local Pavement Warranty program acceptable to the Michigan Department of Transportation.

The Michigan Municipal League participated in a Local Agency Pavement Warranty Task Force to develop a standardized warranty and corresponding policies for all local road agencies throughout Michigan. Participants in this task force included the Michigan Department of Transportation (MDOT), the County Road Association, The Federal Highway Administration, various local road agencies, the Local Technical Assistance Program (LTAP) and legal counsels and industry representatives.

The Transportation Funding Package of 2015 requires that each local road agency adopt a Warranty Program by no later than September 18, 2019. All local road agencies must consider a warranty on each project utilizing state or federal funding that includes \$2 million or more in paving related components. Communities must annually report on projects with \$2 million or more in paving related items, regardless of whether they implemented a warranty or not.

Approval of the resolutions to adopt and implement the Warranty Program will ensure that the Village's Warranty Program is compliant with state regulations and bring our warranty regulations in line with widely used state standards that are quantifiable, consistent and can be implemented by pavement contractors.

Attached for your review and consideration are two separate resolutions. The first would adopt a Pavement Warranty Program for the Village and the second would implement this Pavement Warranty Program. Also included with the resolution to implement are the implementation provisions for concrete, hot mix asphalt (HMA), and bonds.

Village Administration has reviewed both resolutions and recommends approval of both at this time.

VILLAGE OF BEVERLY HILLS

RESOLUTION

TO ADOPT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS, the Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (Boilerplate, Concrete, HMA, Location, Pass-Through Warranty Bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs;

NOW THEREFORE BE IT RESOLVED, the Beverly Hills Village Council hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663;

BE IT FURTHER RESOLVED, this resolution is made a part of the minutes of the Village of Beverly Hills Council meeting on January 2, 2019.

Approved on January 2, 2019 by:

Signature

Signature

Vote:

Yes _____

No _____

VILLAGE OF BEVERLY HILLS

RESOLUTION

TO IMPLEMENT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS, The Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding Package of 2015 that requires each city and village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Village of Beverly Hills adopted the Michigan Local Agency Pavement Warranty Program on January 2, 2019;

WHEREAS, the Village of Beverly Hills agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds;

WHEREAS, the Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds, whether or not a warranty was utilized in the project;

WHEREAS, the Village of Beverly Hills agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which the Village of Beverly Hills adopted Implementation Policy defines the Village of Beverly Hills intent of its pavement warranty program;

NOW THEREFORE BE IT RESOLVED, the Beverly Hills Village Council hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

Approved on January 2, 2019 by:

Signature

Signature

Vote:

Yes _____

No _____

VILLAGE OF BEVERLY HILLS
SPECIAL PROVISION
FOR
**WARRANTY WORK REQUIREMENTS FOR
JOINTED PLAIN CONCRETE PAVEMENT**

1 of 3

1/2/2019

a. Description. This special provision is for use with the VILLAGE OF BEVERLY HILLS SPECIAL PROVISION FOR HOT MIX ASPHALT and CONCRETE PAVEMENT WARRANTY for construction/reconstruction projects using jointed concrete pavement on an unbound or stabilized aggregate base that will be warranted against defects in workmanship and materials.

When a VILLAGE OF BEVERLY HILLS concrete project is to be warranted, its Initial Acceptance shall follow Section.602 of the current MDOT Standard Specifications for Construction.

b. Terms of the Warranty

Limits of the Warranted Work - Warranted work includes all jointed plain concrete pavement placed in driving lanes within the project limits, unless described otherwise on the plans.

Warranty Term - A timeframe which begins at the Acceptance Date of Warranted Work of a completed Concrete Pavement project. Multi-phased projects may have multiple "Acceptance Dates of Warranted Work." The Warranty Term will last five (5) years, unless otherwise specified in the contract.

Warranty Bond - The Contractor shall furnish a single term bond worth 5% of the total contract or \$1,000,000 whichever is less, secured in the name of the road owner and/or the agency in charge of the project. The effective starting date of the warranty bond will be the Acceptance Date of Warranted Work. The warranty bond will be released at the end of the warranty period or upon satisfactory completion of all warranty work; whichever is later.

Warranty Requirements - Table 1 lists maximum allowable defect thresholds for each condition per 1/10th-mile lane segments and the maximum allowable number of segments for each condition parameter. If the Contractor has not met any warranty requirement, even in non-contiguous segments, the Engineer will request warranty fixes.

Each driving lane will be assessed separately. Any warranty work required of the Contractor to correct deficiencies for any condition, will be full-width across the driving lane.

c. Quality Control / Quality Assurance (QA/QC). The Contractor is responsible for project quality and must provide QC testing procedures and results.

The Engineer will perform Quality Assurance (QA) testing as a spot-check to determine Initial Acceptance or assess penalties if specifications are not met. QA testing does not relieve the Contractor of QC responsibilities. A Contractor may not use QA tests as evidence in a warranty dispute.

d. Initial Ride Quality Acceptance. Initial Ride Quality requirements are outlined in the bid documents.

e. Corrective Action. Table 2 lists the recommended corrective actions/treatments for the various defects. The Contractor may use an alternative action subject to Engineer's approval.

Table 1: Warranty Requirements

Condition Parameter or Defect	Threshold Limits Per Segment (Length = 528 feet)	Max. Defective Segments Per Driving Lane-Mile (b)
Transverse Crack	2 (a)	1
Longitudinal Crack	5% of segment length	1
Map Cracking	10% of segment area	1
Spalling	10% each slab (c) < 2 slabs	1
Surface Scaling	15% of the slab area < 1 slab	1
Corner Cracking	1	1
Joint Sealant Failure	10% joint length (c,d) < 2 slabs	1
Shattered Slab	0	0

a. For segments less than 1/10 mile in length, divide the segment length in feet by 528. The multiply the threshold limit shown in the table by this fractional number. Round the result to the nearest whole number for the new threshold limit. In no case can the threshold limit be less than 1.

b. The maximum allowable number of defective segments per condition for a specific driving lane is determined by multiplying the length of the specific driving lane in miles by the maximum allowable defective segments per mile as shown in the table for that condition. In no case can the max Defective segments per driving lane limit be less than 1.

c. Can be non-contiguous. 10% value applies to total perimeter (four sides) of the slab.

d. Applies to all transverse and longitudinal joints on the perimeter of the slab. Non-contiguous lengths will be summed on a per-slab basis.

Table 2: Recommended Corrective Action

Condition Parameter or Defect	Recommended Action (a)
Longitudinal Cracking (b)	Retrofit load transfer
Transverse Cracking (b)	Retrofit load transfer
Corner Cracking	Full-depth, tied, concrete patch
Map Cracking	Remove and replace
Spalling	Repair with epoxy or cement mortar (c)
Surface Scaling	Diamond grind surface (d)
Joint Sealant Failure	Remove and replace seal material (e)
Shattered Slab	Full depth slab replacement (f)
<p>a. If multiple defects are present, the Engineer may revise the recommended actions, up to and including removal and replacement.</p> <p>b. The Engineer's requested corrective treatment will depend on the crack's location and depth. Full-depth T-cracks require retrofit load transfer (> 90% load transfer efficiency) as a minimum. Full depth/full length L-cracks require slab removal and replacement, if outside influence of lane ties.</p> <p>c. The Engineer's requested repair depends on the area and depth of spall, relying on most current specifications in the MDOT Material's Technology Section, Construction and Technology Division.</p> <p>d. Diamond grinding applies to entire slab surface area where scaling exists.</p> <p>e. Replace with existing material type. Neoprene seals are removed and replaced full-width.</p> <p>f. All shattered slabs must be removed and replaced.</p>	

VILLAGE OF BEVERLY HILLS
SPECIAL PROVISION
FOR
HOT MIX ASPHALT and CONCRETE PAVEMENT WARRANTY
1 of 7

1/2/2019

- a. Description.** The Hot Mix Asphalt (HMA) and Concrete Pavement Warranty (Pavement Warranty) consists of the contract warranty provisions, warranty bond, the terms of this special provision, the terms of the special provisions for Warranty Work Requirements for HMA and Concrete Pavements, and the Specifications for Warranty Work included in the contract. This special provision establishes the common terms, definitions, and requirements applied to pavement projects requiring a warranty. The Pavement Warranty assures and protects the VILLAGE OF BEVERLY HILLS (Agency) from specific defects in pavements due to materials and/or workmanship.

Under the Pavement Warranty special provisions the Contractor is responsible for correcting defects in the pavement caused by elements within the Contractor's control (i.e., the materials and/or workmanship), during the warranty term. The Pavement Warranty passes through to subcontractors and / or suppliers at the direction of the Contractor and upon written notice to the Agency. The Agency is responsible for the pavement design. Therefore, the Contractor assumes no responsibility for design related defects. A pavement defect due to the materials, workmanship and the design, will result in a shared responsibility for correcting the defect by the Agency and the Contractor. The Contractor is responsible for the percentage of fault attributable to the materials and/or workmanship. The Agency is responsible for the percentage of fault attributable to the design. Note: The Agency elects to require the Contractor to provide the pavement design(s) in *design-build* contract documents and specifications. In this case, the Contractor is responsible for the percentage of fault attributable to the design.

b. Definitions.

Abrasion. The wearing (loss) of a material by tire friction or snow plowing.

Acceptance Date of Warranted Work. The date when the warranted work is complete, has been determined by the Agency to be in compliance with the contract specifications, and is continuously open to traffic. This is the date of warranted work acceptance (See Section c. Warranted Work Acceptance) and constitutes the start of the warranty period. There may be more than one acceptance date of warranted work for a project.

Adhesion. The bonding of a material to an underlying pavement surface.

Asphalt Flushing. The accumulation of excess asphalt binder on the pavement surface that creates a shiny, reflective condition, and becomes tacky to the touch at high temperatures.

Cohesion. The resistance of a material to internal rupture.

Conflict Resolution Team (CRT). The three-person team responsible for voting in resolution of disputes between the Agency and the Contractor regarding any claim of non-compliance with the warranty requirements.

Crack. A visible fissure or surface discontinuity that may or may not extend through the entire slab/pavement. Cracks may be singular or in multiple patterns. Surface Crack types are:

- a. **Alligator.** Parallel longitudinal cracks with transverse tears between them exhibiting a pattern similar to an alligator hide. An alligator crack typically starts in a wheel path and may extend to other lane locations of a HMA pavement.
- b. **Block.** Transverse and longitudinal cracking in a pavement that has progressed to a pattern that the pavement is broken into blocks of size less than 12 - foot by 12 - foot. The shape of each block may be irregular.
- c. **Corner.** Orientation is generally diagonal and located near a concrete slab corner. It may intersect either a transverse or a longitudinal pavement joint.
- d. **Longitudinal/Open Joint.** A crack, at least five feet in length, that is oriented primarily in the longitudinal direction versus the transverse direction. That is, the angle between the overall crack line and the centerline is less than 45 degrees. It can exist anywhere in the driving lane; i.e., at the pavement centerline joint, wheel path, center of lane, or lane/shoulder joint. This does not include reflective cracking from underlying pavement.
- e. **Map.** Interconnecting, variable spaced cracks in a random orientation and pattern.
- f. **Non-Working.** Cracks that experience relatively little horizontal or vertical movement as a result of temperature change or traffic loading. As a general rule, a width less than 1/8 inch.
- g. **Transverse.** A crack, at least five feet in length, that is oriented primarily in the transverse direction versus the longitudinal direction. That is, the angle between the overall crack line and the transverse line is less than 45 degrees. It can be either straight or irregular in direction.
- h. **Working.** Cracks that experience considerable horizontal or vertical movement as a result of temperature change or traffic loading. In general, the width is greater than or equal to 1/8 inch.

De-bonding. A physical separation of two HMA layers. De-bonding will be visually identified as shoving, or loss of the top course. Surface potholes, regardless of depth, will be classified as de-bonding.

Driving Lane(s). The delineated pavement surface used by traffic and the portion of the pavement considered warranted work. Each of the following is considered a separate driving lane.

- Each individual mainline lane.
- The sum of all ramp lanes and the associated acceleration/deceleration lanes is considered a separate driving lane.
- The sum of all auxiliary lanes, such as passing lanes and turn lanes, is considered a separate driving lane.

Approaches, driveways, shoulders and adjoining transition tapers between various types of pavement are not considered driving lanes for the purpose of this provision.

Joint Sealant Failure. The loss of material integrity consisting of either adhesive failure de-bonding), cohesive failure (material separation), or the complete loss of sealant material.

Local Agency. A road commission or municipality with legal responsibility for the roads or streets within their respective governmental jurisdictions. Sometimes referred to as Agency.

Loss of Cover Aggregate. Areas of coarse and fine aggregate removal from the pavement surface caused by the mechanical action of troweling and/or grooving the concrete surface during placement.

Opening to Traffic. The allowance of vehicles on the new pavement with the appropriate lane markings/striping and signage.

Over-band. A type of crack sealing in which sealing material is allowed to completely cover prepared cracks by extending onto the adjacent pavement surface.

Raveling. Surface disintegration of a HMA pavement, due to the loss of coarse or fine aggregate material that occurs over an area or in a continuous longitudinal strip. Wear caused by snowplow abrasion is not considered raveling.

Rutting. A longitudinal surface depression in the wheel path. It may have associated transverse displacement or humping.

Scaling. The concrete surface has a visible, exposed, rough texture from a loss of either aggregate or mortar.

Shattered Slab. A concrete pavement slab broken into four or more sections by full-depth cracks.

Spall. Broken or missing piece of concrete contiguous with the perimeter edge of a slab with a surface area exceeding two square inches.

Warranty Bond. A bond (the lesser amount of 5% (percent) of the total contract amount or \$1,000,000) issued by a surety which guarantees meeting of the warranty requirements.

Warranted Work. Completed warranted work upon acceptance that is to be evaluated throughout the warranty term.

Warranty Work. Corrective actions / repairs performed to correct deficiencies in the completed warranted work in order to achieve final acceptance (Section I of this special provision) at the end of the warranty term.

Warranty. A surety guarantee that the warranty requirements will be met.

- c. Warranted Work Acceptance.** The Agency and the Contractor must jointly review all completed warranted work, or a portion thereof, as determined by the Agency. If the work does not meet contract requirements, the Contractor must make all necessary corrections, at their expense, prior to acceptance. Warranted work acceptance will occur as soon as the Agency's confirmation is in writing in the Agency's acceptance notice. And that contract requirements have been met for the warranted work and has been continuously open to traffic. The date on which acceptance date of warranted work occurs is the start date for the warranty term.

Warranted work acceptance will be documented in the Agency's acceptance notice and executed jointly by the Agency and the Contractor. A copy of the acceptance notice will be sent to the Contractor's warranty bond surety agent by the Agency. Neither the warranted work acceptance nor any prior inspection, acceptance or approval by the Agency diminishes the Contractor's responsibility under this warranty.

The Agency in order to accommodate seasonal limitations or staged construction shall accept the warranted work and begin the warranty term, excluding any area needing corrective work.

Acceptance of material, in penalty, under the Agency's quality assurance program will not relieve the Contractor from meeting the Pavement Warranty requirements for the accepted material.

d. Warranty Bond. The Contractor is to furnish a single term warranty bond on a form supplied by the Local Agency, in an amount stipulated in the Special Provision for Warranty Work Requirements, prior to contract award. The effective starting date of the warranty bond and warranty term will be the Acceptance Date of Warranted Work. The warranty bond will be released at the end of the warranty term and/or upon satisfactory completion of all warranty work; whichever is later as per Section I. Final Acceptance of this special provision.

e. Rights and Responsibilities of the Agency. The Agency:

1. Reserves the right to approve the schedule, time, traffic control and methods proposed by the Contractor to perform warranty work.
2. Reserves the right to approve all material usage and specifications in warranty work.
3. Reserves the right to determine a Contractor's warranty work performance as meeting the contract specifications.
4. Reserves the right to perform, or have performed, routine maintenance during the warranty term; which routine maintenance will not diminish the Contractor's responsibility under the warranty.
5. Reserves the right, upon the non-availability of the Contractor, to make immediate emergency repairs to the pavement to prevent an unsafe road condition as determined by the Agency and upon notification to the Contractor of the requirement for additional repairs.
6. Will be responsible for monitoring the pavement throughout the warranty term. And will provide the Contractor all written reports of the pavement condition related to the warranty requirements. The Agency reserves the right not to relieve the Contractor of any responsibility based upon a claim for any failure by the Agency to adequately monitor the pavement or to report findings to the Contractor.
7. Will be responsible for notifying the Contractor, in writing, of any warranty work (corrective action/repair) requirement to meet the warranty requirements.

f. Rights and Responsibilities of the Contractor. The Contractor:

1. Must warrant to the Agency that the warranted work will be free of defects in the materials and/or workmanship. Ensure the warranty bond is described on the completed form and submitted to the Agency prior to award of contract.
2. Will be responsible for performing all warranty work including, but not limited to, maintaining traffic, finish pavement marking, and restoring all other associated pavement features, at the Contractor's expense.

3. Will be responsible for performing all repairs, resulting from being in non-compliance with the warranty requirements, using Agency approved materials and methods. Corrective actions and/or repairs shall commence before the expiration of the 60-day period of notification unless otherwise approved by the Agency.

4. Will be responsible to perform emergency repairs of the warranted work upon verbal and written notification from the Agency as per Section k. Emergency Repairs in this Special Provision.

5. Must notify the Agency and submit a written course of action for performing the needed warranty work a minimum of 10 (ten) calendar days prior to commencement of warranty work, except in the case of emergency repairs as detailed in this special provision. The submittal must propose a schedule for performing the warranty work and the materials and methods to be used.

6. Must follow an Agency approved maintaining traffic plan when performing warranty work. Ensure all warranty work is performed under permit issued by the Agency's Engineer. The permit fee and an individual permit performance bond will not be required. The permit insurance requirements, however, will apply.

7. Must furnish to the Agency, if warranty work required, a supplemental lien bond covering any warranty work being performed. The supplemental bond is furnished prior to beginning any warranty work. Ensure the supplemental bond is in the amount required by the Agency to cover the costs of warranty work.

8. Must complete all warranty work prior to conclusion of the warranty period, or as otherwise agreed to by the Agency.

9. Will be liable during the warranty period in the same manner as Contractors currently are liable for their construction related activities with the Agency pursuant to the current MDOT Standard Specifications for Construction including, but not limited to subsections 104.07.C, 107.10, and 107.11 or revisions thereto. This liability will arise and continue only during the period when the Contractor is performing warranty work. This liability is in addition to the Contractor performing and/or paying for any required warranty work, and will include liability for injuries and/or damages and any expenses resulting therefrom which are not attributable to normal wear and tear of traffic and weather; but are due to non-compliant materials, faulty workmanship, and to the operations of the Contractor as set forth more fully in subsections 104.07.C, 107.10 and 107.11 of the current MDOT Standard Specifications for Construction or revisions thereto.

g. Evaluation Method. The Agency will conduct pavement evaluations by dividing the project into segments. Each individual driving lane will be divided into segments of 528 feet (1/10 mile) in length for measuring and quantifying the condition parameters. The Evaluation Method will include field pavement condition reviews. The Agency reserves the right to waive this evaluation in emergency situations.

The beginning point for laying out segments will be the Point of Beginning (POB) of the project. Segments will be laid out consecutively to the Point of Ending (POE) of the project. The original segmentation of the project will be used for all successive reviews throughout the warranty term.

h. Condition Parameters. Condition parameters are used to measure the performance of the warranted pavement during the warranty term. Each condition parameter threshold limit is applied to each segment and defines the number of allowable defective segments before corrective action (warranty work) is required.

During the warranty term, the Contractor will not be held responsible for pavement defect caused by factors unrelated to materials and/or workmanship. These include but are not limited to: chemical and fuel spills, vehicle fires, snow plowing, and quality assurance testing such as coring. Other factors considered to be beyond the control of the Contractor which may contribute to pavement distress will be considered by the Agency's Engineer on a case by case basis upon receipt of a written request from the Contractor.

- i. **Warranty Requirements.** Warranty work will be required when the following two criteria are met as a result of a defect in the pavement.

Criterion 1 - The threshold limit for a condition parameter is exceeded, and

Criterion 2 - The maximum allowable number of defective segments is exceeded for one or more condition parameters for a driving lane.

Specific threshold limits and segment limits are covered in the Agency's Special Provision for Warranty Work Requirements.

Joint field investigation(s) by the Agency and the Contractor will be conducted to reach an agreement to determine the cause(s) of the pavement defects, whether the cause(s) are a result of defects in materials and/or workmanship, and assignment of responsibility. All costs related to the joint field investigation will be shared proportionately between the Contractor and the Agency based on the determined cause of the condition.

If an agreement cannot be reached, a Conflict Resolution Team (CRT) shall be convened in accordance with Section j. Conflict Resolution Team of this special provision.

- j. **Conflict Resolution Team (CRT).** If a dispute arises on the application or fulfillment of the terms of this warranty, either party may serve written notice that appointment of a CRT is required. The sole responsibility of the CRT is to provide a decision on disputes between the Agency and the Contractor regarding application or fulfillment of the warranty requirements. The CRT will consist of three voting members:

- One (1) member selected and compensated by the Agency.
- One (1) member selected and compensated by the Contractor.
- One (1) member mutually selected by the Agency and the Contractor. Compensation for the third party member will be equally shared by the Agency and the Contractor.

At least two members of the CRT must vote in favor of a motion to make a decision.

The CRT decides the need for a forensic investigation, its scope and the party to conduct the investigation. The forensic investigation, if any, will be conducted following the NCHRP Report 747 "Guide for Conducting Forensic Investigations of Highway Pavement". All costs related to the forensic investigation will be shared proportionately between the Contractor and the Agency based on the determined cause of the condition.

- k. **Emergency Repairs.** When the Agency determines that emergency repairs of the warranted work are necessary for public safety, the Agency or its agent may take immediate and sufficient repair action to safeguard the traveling public prior to notification to the Contractor of the need for emergency repairs. Emergency repairs of warranted work by the Contractor must be authorized by the Agency's Engineer.

Prior to emergency repairs of warranted work, the Agency will document the basis for the emergency action. In addition, the Agency will preserve documentation of the defective condition.

However, should the Contractor be unable to perform emergency repair requirements, to the Agency's satisfaction and within the time frame required by the Agency, the Agency will perform, or have performed any emergency repairs deemed necessary. Any such emergency repairs undertaken will not relieve the Contractor from meeting the warranty requirements of this special provision. Any costs associated with the emergency repairs will be paid by the Contractor if determined to be the fault of the Contractor.

- l. Final Acceptance.** The Agency and Contractor must jointly review all of the warranted work and any warranty work at the end of the warranty term to determine meeting of contract requirements. The Agency's final acceptance date of warranted work and any warranty work will occur as soon as the Agency's confirmation is in writing, on the Agency's final acceptance notice as jointly executed by the Agency and Contractor And that contract requirements have been met for the warranted work and any warranty work. The Agency will authorize the release of the warranty bond, and with a copy of the final acceptance notice sent to the Contractor's warranty bond surety agent.
- m. Non-extension of Contract.** This special provision must not be construed as extending or otherwise affecting the claim process and statute of limitation applicable to this Contract.
- n. Measurement and Payment.** All costs, including engineering and maintaining traffic costs, associated with meeting the requirements of this special provision are considered to be included in the contract unit prices for the warranted work items regardless of when such costs are incurred throughout the warranty term or after the end of the warranty term as jointly agreed upon between the Agency and the Contractor. These costs include but are not limited to, all materials, labor and equipment necessary to complete the required warranty work.

VILLAGE OF BEVERLY HILLS
SPECIAL PROVISION
FOR
WARRANTY WORK REQUIREMENTS FOR
HOT MIX ASPHALT PAVEMENTS

1 of 3

1/2/2019

a. Description. This special provision is for use with the VILLAGE OF BEVERLY HILLS SPECIAL PROVISION FOR HOT MIX ASPHALT and CONCRETE PAVEMENT WARRANTY for Local Agency projects constructing a Hot Mix Asphalt (HMA) pavement that will be warranted against defects in workmanship and materials.

Follow Section 501 of the current MDOT Standard Specifications for Construction to determine initial acceptance of a warranted project.

b. Definitions of the Work Types as defined in this specification

Long Term Warranty - This includes **New Construction / Reconstruction** and HMA placement on an approved aggregate base where the subbase and drainage have been analyzed and determined that the planned improvements meet design life requirements.

Medium Term Warranty– This includes **Rehabilitation** and when HMA is placed on an aggregate base, subbase, and/or drainage situation, which was not analyzed to assure that the existing materials and/or planned improvements meet the pavement's design life requirements and the project did not include or improve the base, sub-base and/or drainage. This includes crush-shape-pave projects and other similar 3R work.

Short Term Warranty– This is for **Overlays** when HMA is placed on existing HMA, concrete or composite pavement.

c. Terms of the Warranty

Limits of Warranted Work - Warranted work includes all HMA placed in driving lanes in the project limits, unless otherwise indicated on project documents.

Warranty Term – A timeframe which begins at the Acceptance Date of Warranted Work of a completed HMA project. Multi-phased projects may have multiple “Acceptance Dates of Warranted Work.” Warranty term length is specified in Table 1

Warranty Bond - The Contractor shall furnish a single term bond worth 5% of the total contract or \$1,000,000 whichever is less, secured in the name of the road owner and/or the agency in charge of the project. The effective starting date of the warranty bond will be the Acceptance Date of Warranted Work. The warranty bond will be released at the end of the warranty period or upon satisfactory completion of all warranty work; whichever is later.

Warranty Requirements - Table 1 lists maximum allowable defect thresholds for each condition per 1/10-mile lane segments and the maximum allowable number of defective segments for each condition parameter. If the Contractor has exceeded any warranty requirement, even in non-contiguous segments, the Engineer will request warranty fixes.

Each Driving lane will be assessed separately. Any warranty work required of the Contractor to correct deficiencies for any condition, will be full-width across the entire driving lane.

d. Quality Control/Quality Assurance (QA/QC) - The Contractor is responsible for project quality and must provide QC testing procedures and results to the Engineer.

The Engineer will perform Quality Assurance (QA) testing, as a spot-check to determine Initial Acceptance or assess penalties if specifications are not met. QA testing does not relieve the Contractor of QC responsibilities.

e. Corrective Actions. Table 2 lists recommended corrective actions to outline typical acceptable treatments for the various condition parameters. The Agency will accept the listed corrective action if the action addresses the cause of the condition parameter. The Contractor may use an alternative action subject to Engineer's approval.

Table 1: Warranty Requirements

	LONG TERM WARRANTY (INCLUDES NEW CONSTRUCTION / RECONSTRUCTION)		MEDIUM TERM WARRANTY (INCLUDES REHABILITATION CRUSH & SHAPE & PAVE)		SHORT TERM WARRANTY (INCLUDES SINGLE COURSE & MULTIPLE COURSE OVERLAY)	
Condition Parameter	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile (c)
Warranty period	5 years		3 years		1 year	
Transverse Cracking	3(b)	1	3(b)	2 (d)	3(a,b,d)	3 (a,d)
Open Joints & Long. cracking	10% of Segment length	1	25% of Segment length	2 (d)	25% of Segment length(a,d)	3 (a,d)
De-bonding	5% of Segment length	1	5% of Segment length	1	5% of Segment length	1
Raveling	8% of Segment length	1	8% of Segment length	1	8% of Segment length	1
Flushing	5% of Segment length	1	5% of Segment length	1	5% of Segment length	1
Rutting (d, e, f)	Ave. rut depth = 3/8 inch	1 (e)	Ave. rut depth = 3/8 inch	1 (e)	Ave. rut depth = 3/8 inch	1 (e)
Alligator or block cracking (g)	Any amount	0 (none allowed)	Any amount	0 (none allowed)	Any amount	0 (none allowed)

- a. For a single course overlay, or multiple course overlays less than 2" thick, transverse and longitudinal cracking will not be warranty conditions.
- b. For segments less than 1/10 mile in length, divide the segment length in feet by 528. Then multiply the threshold limit shown in the table by this fractional number. Round the result to the nearest whole number for the new threshold limit. In no case can the threshold limit be less than 1.

The maximum allowable number of defective segments per condition for a specific driving lane is determined by multiplying the length of the specific driving lane in miles by the maximum allowable defective segments per mile as shown in the table for that condition. Round all fractional values n to the nearest whole number. In no case can the max. segments per driving lane limit be less than 1.
- c. The Engineer shall waive this requirement if it is determined the cracks are reflective cracks from the surface being overlaid.
- d. Rut-depth threshold applies to each wheel path individually.
- e. For single course overlays constructed on existing rutted pavement without first milling, wedging or otherwise fixing the existing ruts $> 1/2$ inch, the Engineer shall waive this requirement.
- f. The Engineer will evaluate for rutting throughout the warranty period. If rutting is found in a 1/10-mile segment, the rutting will be measured in that segment at the POB and every 132 feet thereafter.

The Engineer will take rut measurements with a straight, rigid device at least 7 feet long that does not deflect from its own weight, or a wire that remains taut when extended 7 feet. The Engineer will place across the pavement, perpendicular to travel with at least one bearing point on either side of a rut. The straightedge is properly located when sliding it along its axis does not change these contact points. The Engineer will measure rut depth at the greatest distance from the bottom of the straightedge to the bottom of the paved rut.
- g. Any amount of alligator and/or block cracking is unacceptable, and must be removed and replaced as directed by the Engineer.

Table 2: Suggested Corrective Actions

Condition Parameter	Recommended Action
Transverse cracking	Seal, or cut/seal (per Engineer direction)
Longitudinal cracking	Seal, or cut/seal (per Engineer direction)
De-bonding	Mill, resurface affected courses
Raveling	Mill, resurface affected courses
Flushing	Mill, resurface affected courses
Rutting	Microsurface or mill/resurface (a)
Alligator or block cracking	Remove and replace (b)
Note: The actual fix approved by the Engineer may differ from these suggestions.	
a. The Engineer's recommended action depends on rut depth.	
b. Removal and replacement will be required for any areas exhibiting alligator or block cracking to the extent and depth of the cracking.	

VILLAGE OF BEVERLY HILLS
SPECIAL PROVISION
FOR
PASS-THROUGH WARRANTY BONDS

1 of 1

1/2/2019

a. Description. This special provision establishes the conditions under which and method for a contractor to assign responsibility for the warranty obligations and the providing of a warranty bond to a warranty contractor(s). Second tier subcontractor assignments are prohibited.

b. Requirements. Ensure the Warranty Contract(s) and warranty bond(s) are on forms provided by the VILLAGE OF BEVERLY HILLS. Ensure the bonds meet the requirements of Michigan law and of the VILLAGE OF BEVERLY HILLS and include other items such as the powers of Attorney and Endorsement as specified by the VILLAGE OF BEVERLY HILLS.

c. Method. The assignment must be made to the warranty contractor(s) that will perform the work covered by the warranty. If for any reason after signing the Warranty Contract and providing the Warranty Bond, the warranty contractor does not perform the work, the warranty contractor will remain obligated for the warranty obligations and the warranty bond obligations will remain in effect unless the VILLAGE OF BEVERLY HILLS consents in writing to substituting a different contractor to assume those warranty obligations and accepts a substitute warranty bond.

The assignment of warranty work must be designated with and at the time of electronic bid submittal. To become a warranty contractor responsible for the warranty obligations of the contract, and providing a warranty bond, the warranty contractor must complete and submit to the VILLAGE OF BEVERLY HILLS a Warranty Contract and a Warranty Bond for each warranty it will be responsible for. Ensure the Warranty Contract is signed by an authorized signer of the warranty contractor, as identified in its prequalification application.

Submit the Warranty Contract and Warranty Bond to the VILLAGE OF BEVERLY HILLS prior to award of the construction contract to the prime contractor for the work to which the warranty applies. Ensure the warranty contractor is prequalified in the work classification for the type of work to be warranted. The Warranty Bond must guarantee performance of all warranty obligations for the covered work, in accordance with the Warranty Contract. All provisions of the prime contract will be applicable to the warranty contractor in regard to the warranty work, except as otherwise expressly provided in the Warranty Contract.

Under no circumstances does the assignment of the warranty work and the execution of a Warranty Contract create any obligations to the VILLAGE OF BEVERLY HILLS beyond the obligations undertaken in the prime contract. The purpose of the VILLAGE OF BEVERLY HILLS accepting the assignment of warranty obligations is to allow a warranty contractor to stand in place of the prime contractor for purposes of the warranty work without increasing any obligation or liability that the VILLAGE OF BEVERLY HILLS would have had if the prime contractor had not assigned the warranty work.

d. Measurement and Payment. This work will not be paid for separately, but will be included in costs for other pay items.

VILLAGE OF BEVERLY HILLS
SPECIAL PROVISION
FOR
PAVEMENT WARRANTY INFORMATION

1 of 1

1/2/2019

a. Description. This work consists of the determined low bidder, or the subcontractor(s) indicated in writing from the contractor, providing a warranty bond for the warranty(ies) listed herein. Below are the warranty(ies) required in this contract along with the locations where the warranty applies and a listing of the pay items and estimated quantities associated with that warranty type.

Example of warranty information to be added.

WARRANTY WORK REQUIREMENTS FOR HMA PLACED OVER AGGREGATE BASE WITH
OUT BASE OR DRAINAGE IMPROVEMENTS - applies for job number 123456A from:

Sta. 10+00 (POB) to 20+50 for southbound
Sta. 10+00 (POB) to 20+50 for northbound

Pay Item Description	Quantity and Pay Units
HMA, 4E1	500 Ton
HMA, 5E1	500 Ton

WARRANTY WORK REQUIREMENTS FOR HMA RECONSTRUCTION - applies for job
number 123456A from:

Sta. 20+50 to Sta. 35+00 (POE) for southbound
Sta. 20+50 to Sta. 35+50 (POE) for northbound

Pay Item Description	Quantity and Pay Units
HMA, 4E1	500 Ton
HMA, 5E1	500 Ton

b. Bonds. Ensure the bonds are on approved forms. Ensure the bonds meet the requirements of Michigan law and of the local agency, and include other items such as the powers of Attorney and Endorsement as specified by the VILLAGE OF BEVERLY HILLS.

c. Construction. None specified.

d. Measurement and Payment. The bonds will not be paid for separately but are considered to be included in the cost of the related items of work.

VILLAGE MANAGER'S REPORT
CHRIS D. WILSON
DECEMBER 28, 2018

Annual Strategy Meeting – Village Council and Administration will have the annual strategy session on Saturday, January 5th at 9:00 AM in the Village Offices. President Peddie is working with Administration to compile the agenda based upon input from Council members. An agenda and supporting documents will be provided before the meeting. Any member of Council with additional items to be discussed please get them to President Peddie as soon as possible.

New Year's Schedule – Village offices will be closed on Monday, December 31st and Tuesday, January 1st for New Years. Trash pickup for Monday, December 31st will proceed as scheduled. Trash pickup for Tuesday, January 1st will occur on Wednesday, January 2nd.

Christmas Tree Chipping – The Village will begin collecting Christmas trees left at the curb for chipping. Curbside collection will continue through the week of January 14th. Please make sure all ornaments and decorations are removed and that trees are not in a plastic bag.

Water Testing Final Update – The Village has completed the second and final round of water testing as required by the Michigan Department of Environmental Quality. The Village conducted tests on 170 residences in the second round of testing. This was up from 148 in the first round in June. Of the original 148, 130 were retests from the first round. 141 results have been mailed to residents and we are awaiting the final test results of the remaining 29. All homes that participated will be receiving result forms as required by the MDEQ. All final reports are due to the MDEQ by January 10th.

Upcoming Joint Meetings – There will be a joint meeting of the Parks and Recreation Board and Village Council on Thursday, January 17th at 7:30 PM in the Council Chambers. There will also be a joint meeting of the Village Council and Planning Commission on Wednesday, February 13th at 7:30 PM in the Council Chambers.

Beverly Hills Public Safety Activity Report

December 13th – 20th, 2018

- The Public Safety Department is currently looking for applicants for Public Safety Officer. Please visit our website, BeverlyHillspolice.com to see if you qualify.
- Residents are reminded not to provide personal information to callers who solicit money or information. Never agree to send money under the threat of arrest or imprisonment to those callers.
- Residents are discouraged from placing outgoing mail in their mailbox especially if it contains personal information or checks.
- If you are involved in a traffic crash and your vehicle remains drivable pull into the nearest parking lot or off onto the shoulder.
- Drivers are reminded to slow down and have patience while operating in and around construction zones.

PUBLIC SAFETY OPERATIONS

- 109 Calls for Service.
- 5 Arrests.
- 67 Tickets issued.
- Motor Carrier Enforcement.
- 1 Walk in PBTs.
- 4 Prescription pill drop offs.
- Car Safety Seat Inspection.
- Gun Permit.
- Home vacation checks.
- 3 Prisoner transport to and from the Birmingham Police Department.
- Alarm on 14 Mile Rd.
- 2 Alarms on Southfield.
- 2 Traffic Accidents on Evergreen.
- 2 Medicals on 13 Mile Rd.
- 2 Traffic Accidents on 13 Mile Rd.
- Citizen Assist on 13 Mile Rd.
- 2 Motorist Assists on 13 Mile Rd.
- Suspicious Persons complaint on 13 Mile Rd.
- Medical on Lahser.
- Alarm on Lahser.
- 2 Traffic Accidents on Southfield.
- Traffic Accident on Beverly.
- Lift Assist on Walmer.
- Alarm on E. Lincolnshire.
- Solicitor complaint on Birwood.

- Suspicious Circumstance complaint on Bellvine Trail.
- Noise complaint on Huntley Sq. E.
- Suspicious Persons complaint on Southfield.
- 2 Medicals on Huntley Sq. E.
- Road Hazard on Lahser.
- Animal complaint on Fairfax.
- Abandon Auto on Southfield.
- Larceny complaint on 13 Mile Rd.
- Officers responded to Bloomfield Hills take custody of an individual wanted on a Beverly Hills Warrant. The person was arrested without incident.
- Alarm on Kirkshire.
- Neighbor Trouble on 13 Mile Rd.
- Lift Assist on Embassy,
- Motorist Assist on Southfield,
- Traffic Accident and Assault on Lahser.
- Medical on Pierce,
- Animal complaint on Buckingham,
- Welfare Check on Dunblaine,
- Found Property on 13 Mile Rd.
- Suspicious Persons complaint on Fairfax,
- Motorist Assist on Carlelder,
- Traffic complaint on Arlington,
- Lift Assist on Embassy,
- Citizen Assist on Embassy,
- Welfare Check on Hillcrest,
- Suspicious Persons complaint on Lahser,
- Larceny complaint on White Oaks,
- Suspicious Circumstance complaint on Greenfield,
- Traffic Investigation on Evergreen,
- Officers stopped a vehicle on Lahser for a traffic violation. The driver was suspected of operating while intoxicated. The driver was arrested without incident.
- Neighbor complaint on Marguerite,
- Animal complaint on Buckingham,
- Larceny complaint on Westlady,
- Suspicious Persons complaint E. Rutland,
- Alarm on Beverly,
- Animal complaint on Smallwood,
- Officers stopped a vehicle for a traffic violation on Lahser. The driver was operating on a suspended license and had a warrant for his arrest. The driver was arrested without incident.
- Suspicious Persons complaint on Sheridan,
- Citizen Assist on Rosevear,
- Animal complaint on Smallwood,
- Citizen Assist on Saxon,

- Animal complaint on Southfield,
- Alarm on Dunblaine,
- Officers stopped a vehicle on 14 Mile for a traffic violation. The driver was operating on a suspended license and had warrants for his arrest. The driver was arrested without incident.
- Officers stopped a vehicle on 13 Mile for a traffic violation. The driver was suspected of operating while intoxicated. The driver was arrested without incident.

INVESTIGATIONS BUREAU

CFS Closed and Reviewed - 114

- Reviewed 22 case reports for a disposition
- Followed up and reviewed cases, of which 9 were closed,
- 08 Cases were assigned,
- 11 Reports written on current cases,
- 21 Current active investigations,
- 07 Current pending investigations,
- 3 Swear To, Domestic, OUID, and OWI,
- BYA Referral,
- 2 Arraignments,
- Assisted Township Animal Control for dog v dog bite complaint,
- Assisted road patrol/Fire call back, prisoner transport,
- 46th DC Pre Exam,
- Attended Birmingham School Safety Meeting/Blue Point,
- Cool Tools CLEMIS training,
- Picked up evidence from OCSD Crime Lab ,
- Attended Fire Officer I,II training,

FIRE PREVENTION BUREAU

- Officers participated in Rescue Intervention Training,
- Kitchen fire on Arlington,
- Assist Berkley Public Safety with a house fire,
- Radio Oversight Committee Meeting

December 2018

Season's Greetings! It's been a good year for BCTV, and we want to thank all those who contributed, our producers, volunteers and friends. We've been kept busy again this year producing more than 600 shows in addition to the almost 150 municipal meetings we cover for the Birmingham Area Cable Board.

A notable change this year was the redesign of the Bloomfield Township website and the incorporation of more video, including a video showing what our DPW does and video illustrating BTSS events, with many more to come. We have replaced the still photos of the website header on the home page with a short looping video showing an aerial view of the Township campus.

A new show has been added to our lineup this year. Kent Lund is the producer of *The Collectors*, which highlights persons in the area with unique and unusual collections. John Marshall has begun producing short videos on historic homes in the Bloomfield area, History Next Door, that are incorporated into the weekly Township e-Newsletter and available for viewing on the website. Our long-standing producers, such as Henry Gornbein, Cindy Kainz, Tara Kachaturoff and Dr. Niru Prasad continue to create high quality and informative programs numbering in the hundreds over the years they have been with BCTV.

We are proud to announce that Senior Production Specialist Greg Black won Cleary University's Secunda Museum Appreciation Award (as a supporter who has dedicated time and resources to the arts with outstanding vision, dedication, and commitment) for work he directed for Art and Design producer John Sauve.

In April, renovations were completed on the BACB production truck allowing for taping in full HD and doubling the number of cameras we can use. We continue to tape shows originating in Birmingham, Beverly Hills, Franklin and Bingham Farms for the Birmingham Area Cable Board. Birmingham Schools sports events are popular, as well as shows produced by The Community House, the Birmingham Musicale, First Presbyterian Church of Birmingham and many other organizations.

It is thanks to the talents and efforts of our community producers, volunteers and friends that BCTV remains one of the best public access stations in the state. We deeply appreciate your involvement and support. We wish you the very best during the holiday season and in the New Year!

Roy Kowalski Steve Rota [Signature]
John Marenger Paul Smyth



December 21, 2018

Chris Wilson
Village of Beverly Hills
18500 W. 13 Mile Rd.
Beverly Hills, MI 48025-5262

Dear Chris,

At WOW!, we know our customers expect value for their money when it comes to Internet, cable and phone services. Our goal is to deliver an exceptional customer experience at a fair price by carefully managing our business costs.

Unfortunately, we are limited in our ability to directly control some of our costs, most notably the license fees we pay to the cable and broadcast networks. TV programming is our single largest expense and every year demands from broadcasters and large media conglomerates get more extreme.

As a result of these cost increases, the rates for cable service will be adjusted with the February 1, 2019 billing cycle.

Residential Customers

- The majority of our bundled residential customers will experience an monthly increase of: \$6.00-\$11.00.
- Customers with cable services a la carte will receive a monthly increase listed below based on the level of service they subscribe to:

Small/Limited Cable:	\$6.00
Medium/Basic Cable:	\$11.00
Digital Basic Cable:	\$11.00
Large/Digital Signature Cable:	\$11.00

In addition, as part of WOW!'s continuing commitment to limit our environmental impact, we will be increasing our Paper Statement Fee to \$2.00 per month for customers who wish to continue receiving a monthly paper statement.

To avoid the Paper Statement Fee, customers are encouraged to sign up for WOW! paperless billing. To enroll in paperless billing, customers can simply visit the Billing Center section of WOW! Account Manager (wowway.net/myaccount).

Business Customers

- Customers with cable services will receive a monthly increase listed below based on the level of service they subscribe to:

Limited Cable:	\$6.00
Basic Cable:	\$11.00

All customers will receive a notice based on their current level of service. Samples of the letters are enclosed.

Thank you for your continued support and cooperation. If you have any questions, please contact me at 248-677-9080.

Sincerely,

Terrell Priester
Everyone's Friend, Family Focused, Sports Fan
Director, Operations of WOW! Southeast Michigan
WOW! Internet, Cable and Phone

Enclosures

Important Information

About Your WOW! Bill



We know you expect value for your money when it comes to Internet, cable and phone services. At WOW! our goal is to deliver an exceptional customer experience at a fair price. However, each year the licensing fees WOW! is charged by the networks to deliver our customers' favorite broadcast and cable networks continue to rise dramatically.

TV programming is WOW!'s single largest expense and every year demands from broadcasters and large media conglomerates get more extreme. In fact, the rates WOW! pays to carry cable and broadcast TV channels are expected to rise approximately 35% in the next five years.

As a result of these cost increases, the price for your WOW! service will increase by **\$11.00** per month, which will be reflected in next month's bill.

We are committed to doing everything in our power to negotiate with broadcast and cable networks for reasonable rates so we can minimize our price adjustments. If you would like to better understand the cost of cable programming, please visit www.wowway.com/aboutprogramming.

We are grateful to be your Internet, cable and phone provider and we'll keep working to earn the privilege of serving you.

Thank you for choosing WOW!.

Pricing for WOW! Services excludes taxes, fees (such as applicable franchise, PEG and right-of-way access fees), the Network Line Fee/Subscriber Line Charge, the Broadcast TV Fee, Sports Surcharge, government program related fees (such as applicable 911 fees, and USF and TRS charges), additional equipment, installation and service call charges, and usage-based charges. ©2019 WideOpenWest Finance, LLC.

Important Information About Your WOW! Bill



We know you expect value for your money when it comes to Internet, cable and phone services. At WOW! our goal is to deliver an exceptional customer experience at a fair price. However, each year the licensing fees WOW! is charged by the networks to deliver our customers' favorite broadcast and cable networks continue to rise dramatically.

TV programming is WOW!'s single largest expense and every year demands from broadcasters and large media conglomerates get more extreme. In fact, the rates WOW! pays to carry cable and broadcast TV channels are expected to rise approximately 35% in the next five years.

As a result of these cost increases, the price for your WOW! bundled services including cable will increase by **\$11.00** per month, which will be reflected in next month's bill.

We are committed to doing everything in our power to negotiate with broadcast and cable networks for reasonable rates so we can minimize our price adjustments. If you would like to better understand the cost of cable programming, please visit www.wowway.com/aboutprogramming.

We are grateful to be your Internet, cable and phone provider and we'll keep working to earn the privilege of serving you.

Thank you for choosing WOW!.

Pricing for WOW! Services excludes taxes, fees (such as applicable franchise, PEG and right-of-way access fees, the Subscriber Line Charge and Network Line Fee), the Broadcast TV Fee, Sports Surcharge, government program related fees (such as applicable 911 fees, and USF and TRS charges), additional equipment, installation and service call charges, and usage-based charges. ©2019 WideOpenWest Finance, LLC.

V7