

Village of Beverly Hills  
Regular Village Council Meeting  
Tuesday, April 21, 2020

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

Virtual Meeting Via Zoom: <https://us02web.zoom.us/j/73374702754>  
Meeting ID: 733-7470-2754

### 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 April 7, 2020.
2. Review and file [bills](#) recapped as of Monday, April 13, 2020.
3. Set public hearing date for May 19, 2020 to receive comments on the 2020/2021 proposed budget.
4. Set public hearing date for May 19, 2020 to receive comments on Special Assessments to be added to the tax roll.

Business Agenda

1. Review and consider approval of Michigan Department of Transportation [Contract](#) for 13 Mile Road construction project.
2. Review and consider approval of Temporary Mutual Aid [Agreement](#) for Fire and Police Department Services with the City of Birmingham.
3. Discuss May 5, 2020 meeting [format](#).

Public comments

Manager's [report](#)

Council comments

Adjournment

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.

## REGULAR COUNCIL MEETING MINUTES – APRIL 7, 2020 – PAGE 1

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

Absent: None

Also Present: Village Manager, Wilson  
Village Clerk / Assistant Manager, Rutkowski  
Public Safety Director, Torongeau  
Village Attorney, Ryan

Peddie called the regular Council meeting to order at 7:30 p.m. virtually via Zoom per Executive Order 2020-15. The Pledge of Allegiance was recited by those in attendance.

**AMENDMENTS TO AGENDA/APPROVE AGENDA**

Motion by Mooney, second by Mueller, be it resolved, the agenda is approved as published.

Roll Call Vote:

Motion passed (7-0)

**SPECIAL ORDER OF BUSINESS – COVID-19 UPDATE**

Wilson provided an update regarding Village operations during the COVID-19 outbreak. The Village Office remains closed to the public, but staff is available via phone or email. Water bill payments are being processed and late fees have been waived through the end of May. The Village is working on implementing an online bill payment option. Garbage, recycling, and yard waste collection are operating as usual. Building and trades permits are being issued only for projects that are necessary to maintain the safety, sanitation, and essential operations of a residence. Comeau has modified their schedule and have two separate crews performing Public Services duties on an alternating schedule. New reservations for the Beverly Park Pavilion are not being accepted at this time. The Village plans to operate under these modified policies through at least May 1, 2020. Wilson reported that to date, there have been 48 confirmed positive COVID-19 cases in the 48025 Zip code and reminded everyone to follow the Stay Home Order guidelines.

**COMMUNITY ANNOUNCEMENTS**

None.

**PUBLIC COMMENTS**

None.

**CONSENT AGENDA**

Motion by Mooney, second by Abboud, be it resolved, the consent agenda is approved as published.

1. Review and consider approval of minutes of a regular Council meeting held March 17, 2020.
2. Review and file bills recapped as of Monday, March 30, 2020.

Roll Call Vote:

Motion passed (7-0)

THESE MINUTES ARE NOT OFFICIAL. THEY HAVE NOT BEEN APPROVED BY THE VILLAGE COUNCIL.

## **BUSINESS AGENDA**

### **SET DATE FOR FISCAL YEAR 20-21 BUDGET SESSION**

Council received a draft budget on April 7, 2020. Peddie asked that Council submit questions to administration by Friday, April 17 and those questions will be answered by Friday, April 24.

Motion by Peddie, second by Mooney, be it resolved the Fiscal Year 20-21 Budget Study Session will be held on Tuesday, April 28 at 7:00 p.m. remotely via Zoom.

Roll Call Vote:

Motion passed (7-0)

## **PUBLIC COMMENTS**

None.

## **MANAGER'S REPORT**

**Village Operations During COVID-19 Outbreak** – There have been many changes to Village operations in response to the COVID-19 outbreak. A summary of operations at this time is as follows:

- Village Hall remains closed to the general public. Certain members of Village staff are present Monday-Friday. All calls are being answered and returned. Village staffing levels have been modified to allow essential Village services to be carried out while limiting unnecessary contact between Village employees and the public. All Village staff reporting to the Village Hall are temperature screened daily.
- Trash and recycling collection will continue as regularly scheduled. Curbside yard waste collection will begin on Monday, April 6<sup>th</sup>. All trash for curbside collection should be bagged. The SOCRRA facility on Coolidge remains closed to the general public at this time.
- Water bills will continue to be issued and payments collected. All late penalties are being waived through the end of May. No residences are being shut off for nonpayment until further notice. Payments may be mailed in or dropped in the drop box outside the doors of the Village Hall. Arrangement are being made to begin accepting on-line payments.
- Building permits are being accepted and are being issued for essential work *only*. Per the State of Michigan, only construction projects that are "...necessary to maintain and improve the safety, sanitation and essential operations of a resident" are being allowed at this time. Non-essential projects will not be permitted or inspected and should be postponed until further notice.
- Beverly Park remains open, however social distancing guidelines remain in place. Playground equipment is closed as are the basketball courts, tennis courts, volleyball courts, adult playground equipment and pavilion. The trail is still open for walking.

- Public Works employees are continuing to report to work and address all necessary issues as required. Village Administration has met with Comeau and staffing levels are being modified by Comeau to complete all work and maintain safety for their employees. All employees will remain on call at all times to respond to emergencies.
- Passport applications are not being processed until further notice.
- Reservations for the Beverly Park Pavilion are not being issued at this time. Those with reservations for the pavilion should not attempt to hold their events until the Stay Home Order is removed. It is the intent of the Village to offer full refunds to those whose existing reservations are impacted by the Stay Home Order.
- Planning Commission and ZBA meetings for April have been cancelled. Should regular public meetings for these bodies not be possible in May we will pursue the use of a teleconference meetings if necessary.

**FY 2020-21 Budget** – A draft copy of the FY 2020-21 budget will be provided prior to the meeting. Village Administration is continuing to work on putting the most up-to-date information in the budget document.

**2020 Census** – A quick reminder to all Village residents to complete your Census application as soon as possible. As of April 3, the Village had a 63% response rate to the Census. This is a higher rate than Oakland County or the State of Michigan. Let's keep it going.

**Essential vs Non-Essential** – The Village has received a lot of inquiries about what is considered “essential” vs “non-essential” with regards to services, trips, projects, etc. The Office of the Attorney General has offered guidance with regards to construction and residential services that “essential” means “...necessary to maintain and improve the safety, sanitation and essential operations of a residence.” This is the standard we are using at this time and until more specific guidance is provided. Per this standard, we would interpret the mowing of the grass to be essential as well as repairs to plumbing, HVAC systems and roofing repairs. General landscape projects, remodeling, and exterior decoration projects would not be essential and should be postponed until further notice.

**Public Safety-First Responders** – I can't really express fully in words the appreciation for our Public Safety Officers during this period. The Officers and Administrators of the Department have been working literally non-stop over the last few weeks to respond to the needs of the Village and assist our surrounding communities. Their workload and exposure will unfortunately only increase over the next few weeks. All of my respect, gratitude and appreciation to them and their families during this time.

## **COUNCIL COMMENTS**

George stated that he hopes people are taking the Stay at Home Order seriously and understands that it is difficult.

Hrydziusko echoed George's sentiment and asked parents not to put children in situations where they are tempted to congregate in groups. She reminded people about the CDC's guidelines for wearing masks in public. She thanked the Public Safety Department for their continued efforts. She suggested reconsidering the RV restrictions in the Village during the COVID-19 outbreak for front-line workers who may need to utilize them.

Mueller echoed the above comments and asked residents to call and check on their neighbors, especially elderly neighbors, during this time.

Nunez noticed that people are doing a good job social distancing and thanked the medical community, Public Safety, and grocers for their hard work. He suggested people watch the Surgeon General's YouTube video on how to make masks at home.

Mooney thanked Peddie, Wilson, and Rutkowski for their efforts putting the virtual meeting together. He sends his best to the Comeau Equipment, Public Safety, and Village Office staff.

Abboud acknowledged Peddie's efforts guiding the Village through this time. He thanked Administration, Public Safety, drivers, medical community, and their families for their hard work right now.

Peddie echoed previous comments. She reminded everyone to keep the medical staff in mind and to practice social distancing. She thanked Rutkowski for putting together the Zoom meeting.

Motion by Peddie, second by Nunez, to adjourn the meeting at 8:03 p.m.

Motion passed.

**Lee Peddie**  
**Council President**

**Kristin Rutkowski**  
**Village Clerk**



TO PRESIDENT PEDDIE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF  
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 3/30/2020 THROUGH 4/13/2020.

ACCOUNT TOTALS:

101	GENERAL FUND	\$56,013.08
202	MAJOR ROAD FUND	\$16,561.20
203	LOCAL STREET FUND	\$7,707.20
205	PUBLIC SAFETY DEPARTMENT FUND	\$108,491.71
401	CAPITAL PROJECTS FUND	\$72,486.00
592	WATER/SEWER OPERATION FUND	\$231,335.26
701	TRUST & AGENCY FUND	\$175,094.48
	TOTAL	<u>\$667,688.93</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$667,688.93</u>
	GRAND TOTAL	<u>\$667,688.93</u>

04/08/2020 11:14 AM  
 User: KARRIE  
 DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS  
 CHECK DATE FROM 04/13/2020 - 04/13/2020

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
Bank COM COMERICA						
04/13/2020	COM	81852				0.00
04/13/2020	COM	81853				0.00
04/13/2020	COM	81854	MISC	AFFORDABLE CONSTRUCTION	AFFORDABLE CONSTRUCTION	700.00
04/13/2020	COM	81855	51160	ALLIANCE MOBILE HEALTH	ALLIANCE MOBILE HEALTH	296.00
04/13/2020	COM	81856	32671	ANDREW VAN HORN	ANDREW VAN HORN	100.00
04/13/2020	COM	81857	31164	APOLLO FIRE APPARATUS	APOLLO FIRE APPARATUS	119.50
04/13/2020	COM	81858	53284	APPLIED IMAGING	APPLIED IMAGING	217.94
04/13/2020	COM	81859	53585	BERGER CHEVROLET	BERGER CHEVROLET	72,486.00
04/13/2020	COM	81860	51409	BEVERLY HILLS ACE	BEVERLY HILLS ACE	224.46
04/13/2020	COM	81861	34063	BIRMINGHAM AREA CABLE BC	BIRMINGHAM AREA CABLE BC	175,000.00
04/13/2020	COM	81862	MISC	CEDAR WORKS INC.	CEDAR WORKS INC.	200.00
04/13/2020	COM	81863	MISC	CERTIFIED FLOORING INSTA	CERTIFIED FLOORING INSTA	100.00
04/13/2020	COM	81864	60214	CITY OF BIRMINGHAM	CITY OF BIRMINGHAM	86,331.75
04/13/2020	COM	81865	59323	CLEANNET	CLEANNET	858.00
04/13/2020	COM	81866	51439	COMCAST	COMCAST	145.08
04/13/2020	COM	81867	04500	COMEAU EQUIPMENT CO INC.	COMEAU EQUIPMENT CO INC.	24,816.50
04/13/2020	COM	81868	MISC	CONSTANTINE INC	CONSTANTINE INC	300.00
04/13/2020	COM	81869	MISC	COY CONSTRUCTION	COY CONSTRUCTION	400.00
04/13/2020	COM	81870	58648	CTS-COMPANIES	CTS-COMPANIES	95.00
04/13/2020	COM	81871	60214	DBS PRINT AND MARKETING	DBS PRINT AND MARKETING	3,000.00
04/13/2020	COM	81872	52025	DETROIT SALT COMPANY	DETROIT SALT COMPANY	2,720.29
04/13/2020	COM	81873	50919	DTE ENERGY	DTE ENERGY	961.50
04/13/2020	COM	81874	51385	DTE ENERGY	DTE ENERGY	5,164.58
04/13/2020	COM	81875	31830	ENTERPRISE COMPUTER	ENTERPRISE COMPUTER	1,142.00
04/13/2020	COM	81876	30685	ERIC KOENIG	ERIC KOENIG	1,050.00
04/13/2020	COM	81877	MISC	FOUNDATION SYSTEMS OF MI	FOUNDATION SYSTEMS OF MI	400.00
04/13/2020	COM	81878	31202	HOME DEPOT CREDIT SERVICE	HOME DEPOT CREDIT SERVICE	242.64
04/13/2020	COM	81879	58950	HYDROCORP	HYDROCORP	284.00
04/13/2020	COM	81880	59324	JCR SUPPLY, INC.	JCR SUPPLY, INC.	346.40
04/13/2020	COM	81881	58770	JEFFREY MOORE	JEFFREY MOORE	100.00
04/13/2020	COM	81882	30521	JOHN MILLIRON	JOHN MILLIRON	1,050.00
04/13/2020	COM	81883	59582	JOHNSON THERMOL-TEMP INC	JOHNSON THERMOL-TEMP INC	475.00
04/13/2020	COM	81884	MISC	K & K BUILDING SERVICE CK	K & K BUILDING SERVICE C	300.00
04/13/2020	COM	81885	59352	KARRIE MARSH	KARRIE MARSH	82.38
04/13/2020	COM	81886	MISC	KEARNS BROTHERS	KEARNS BROTHERS	100.00
04/13/2020	COM	81887	53316	LANG'S ON-SITE SERVICES	LANG'S ON-SITE SERVICES	195.00
04/13/2020	COM	81888	60215	LEGACY SERVICE SOLUTIONS	LEGACY SERVICE SOLUTIONS	2,650.00
04/13/2020	COM	81889	51792	LEXISNEXIS RISK SOLUTION	LEXISNEXIS RISK SOLUTION	150.00
04/13/2020	COM	81890	MISC	LOWELL'S PLBG INC	LOWELL'S PLBG INC	5,000.00
04/13/2020	COM	81891	31794	MICHAEL MILES	MICHAEL MILES	1,050.00
04/13/2020	COM	81892	50830	OAKLAND COUNTY TREASURER	OAKLAND COUNTY TREASURER	186,130.10
04/13/2020	COM	81893	MISC	ONSITE SOLUTIONS	ONSITE SOLUTIONS	500.00
04/13/2020	COM	81894	MISC	RENEWAL BY ANDERSEN	RENEWAL BY ANDERSEN	400.00
04/13/2020	COM	81895	MISC	REVIVE CONSTRUCTION GROU	REVIVE CONSTRUCTION GROU	700.00
04/13/2020	COM	81896	MISC	RICHARD CHRISTIE	RICHARD CHRISTIE	900.00
04/13/2020	COM	81897	50451	ROBERT GINTHER	ROBERT GINTHER	50.00
04/13/2020	COM	81898	59212	RON BALLER	RON BALLER	100.00
04/13/2020	COM	81899	16500	S.O.C.R.R.A.	S.O.C.R.R.A.	33,660.00
04/13/2020	COM	81900	16600	S.O.C.W.A.	S.O.C.W.A.	40,888.78
04/13/2020	COM	81901	38145	SOUTHFIELD POSTAL SERVICE	SOUTHFIELD POSTAL SERVICE	392.73
04/13/2020	COM	81902	MISC	STAHL, LISA ANN	STAHL, LISA ANN	300.00
04/13/2020	COM	81903	MISC	STONE, NATHANIEL M	STONE, NATHANIEL M	700.00
04/13/2020	COM	81904	17700	SUNSET MAINTENANCE SERVICE	SUNSET MAINTENANCE SERVICE	1,000.00
04/13/2020	COM	81905	18000	TERMINIX	TERMINIX	558.72
04/13/2020	COM	81906	31043	THOMAS J RYAN PC.	THOMAS J RYAN PC.	9,562.50
04/13/2020	COM	81907	MISC	TITTLE BROTHERS CONSTRUCTION	TITTLE BROTHERS CONSTRUCTION	200.00
04/13/2020	COM	81908	59597	TRULINE INC.	TRULINE INC.	986.00
04/13/2020	COM	81909	38205	VERIZON WIRELESS MESSAGING	VERIZON WIRELESS MESSAGING	391.68
04/13/2020	COM	81910	MISC	WALLSIDE WINDOWS	WALLSIDE WINDOWS	200.00
04/13/2020	COM	81911	53572	WOW! BUSINESS	WOW! BUSINESS	1,214.40

COM TOTALS:

Total of 60 Checks:	667,688.93
Less 2 Void Checks:	0.00
Total of 58 Disbursements:	667,688.93

# Memorandum

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**To:** Honorable Lee Peddie, Village President; Village Council  
**From:** Chris D. Wilson, Village Manager  
**CC:** Thomas Meszler, Public Services Director  
**Date:** 4/17/2020  
**Re:** Contract for 13 Mile Road 2020 Construction Project

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The Village held the bid opening for the 13 Mile construction rehabilitation project scheduled for 2020. The bid prices came in higher than the original engineers estimates. This increase can be attributed to market uncertainties due to the ongoing COVID-19 outbreak. Upon review of the low bid by Ajax, Inc and in comparison with the other bids, it was determined to be in the Village's best interest to move forward with the low bid. Attempting to rebid the project would like delay to completion of the project and would not necessarily guarantee better prices.

MDOT, through federal funds, is providing just over 80% of the cost of the project and would have to agree to the additional costs. The remaining funding is being split between the Village and the City of Southfield along with the Road Commission for Oakland County. MDOT has provided a contract for our review and consideration that would approve their funding of **\$1,748,132.50**.

Initial projections had MDOT contributing just under \$1.4 million to this project. After bids came in higher than anticipated, the Village was able to work with MDOT to obtain additional funding to largely offset the higher bid prices. This was possible as the original MDOT contribution was under the limit of 81.85% for funding of local projects. The increased MDOT contribution of roughly \$350,000 helps offset the bid price that was roughly \$390,000 over the construction estimate.

Village Administration is revising the recommended FY 2020-21 budget to reflect an increased contribution to cover our portion of the costs. Again, both the City of Southfield and RCOC have agreed to proceed at the lowest bid price.

I recommend that the ***Council resolve to approve and authorize the Village Manager, Chris Wilson to execute the Michigan Department of Transportation Contract No. 20-5104 as submitted.***



STP

DA

Control Section	STU 63000
Job Number	205951CON
Project	20A0(502)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5104

### PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the VILLAGE OF BEVERLY HILLS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the Village of Beverly Hills, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 28, 2020, attached hereto and made a part hereof:

#### PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling, resurfacing, and widening work to accommodate a center-left turn lane along 13 Mile Road from Evergreen Road to Southfield Road; including aggregate base, concrete curb, gutter, sidewalk, and ramp, pedestrian signal, pavement marking, and permanent signing work; and all together with necessary related work.

#### PART B – NO FEDERAL PARTICIPATION

Irrigation and audio-visual recording work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$1,748,132.50, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability

for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

VILLAGE OF BEVERLY HILLS

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:



February 28, 2020

EXHIBIT I

CONTROL SECTION	STU 63000
JOB NUMBER	205951CON
PROJECT	20A0(502)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$2,158,400.00	\$11,800.00	\$2,170,200.00

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$2,158,400.00	\$11,800.00	\$2,170,200.00
Less Federal Funds*	<u>\$1,748,132.50</u>	<u>\$ -0-</u>	<u>\$1,748,132.50</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 410,267.50	\$11,800.00	\$ 422,067.50

\*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT



DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments-Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.



The agency shall submit two copies of:

The Reporting Package  
The Data Collection Form  
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.



7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B  
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

#### **Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

# Memorandum

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**To:** Honorable Lee Peddie, Village President; Village Council  
**From:** Chris D. Wilson, Village Manager  
**CC:** Richard Torongeau, Public Safety Director, Kristin Rutkowski, Clerk; Tom Ryan, Village Attorney  
**Date:** 4/17/2020  
**Re:** Mutual Aid Agreement with Birmingham for Fire and Police Department Services

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**Mutual Aid Agreement with Birmingham** – In response to the Covid-19 Outbreak and the demands being placed on our public safety services, the City of Birmingham and the Village entered into a Temporary Mutual Aid Agreement. Per the terms of this agreement the Village has been sending one (1) Public Safety Officer to Birmingham Fire Department daily to work as a firefighter. This has freed up manpower within the Birmingham Fire Department (BFD) to allow them to run three (3) ambulance units instead of the customary two (2). In return, BFD has been providing automatic fire response to the Village in the event of a fire run and has served as backup ambulance service to our current agreement with Alliance. This agreement has been beneficial to both parties in providing adequate fire response to both entities, allowing BFD to focus greater resources on medical calls for service and ambulance transport and also to relieve some of the Village's traditional fire mutual aid departments who have also experienced very high volumes of medial first response calls. There is no cost to either party for this agreement.

The agreement was drafted by the City of Birmingham after negotiations between BFD and Public Safety Administration. City Manager Joe Valentine and I were also part of those discussions. Mr. Ryan has reviewed the agreement and given his approval. The agreement was signed on Saturday, March 28<sup>th</sup> and implemented on Monday, March 30<sup>th</sup>. I signed the agreement on behalf of the Village per my authority under the Emergency Services Ordinance (Chapter 9). The agreement remains in place at this time.

Per the terms of the Emergency Services Ordinance I am bringing this agreement before the Council for your review and consideration. I recommend that Council ***resolve to approve the Temporary Mutual Agreement for Fire and Police Department Services Between the City of Birmingham and the Village of Beverly Hills.***

**TEMPORARY MUTUAL AGREEMENT  
FOR FIRE AND POLICE DEPARTMENT SERVICES  
BETWEEN**

**THE CITY OF BIRMINGHAM AND THE VILLAGE OF BEYERLY HILLS**

**THIS AGREEMENT**, made and entered into this 30 of March, 2020, by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the **CITY**, and the **VILLAGE OF BEYERLY HILLS**, located at 18600 W. 13 Mile Road, Beverly Hills, MI 48025, hereinafter referred to as the **VILLAGE**.

**WITNESSETH:**

The Intergovernmental Contract Act, MCLA §123.1 et seq. and Emergency Management Act 390 of 1976, MCLA §30.401 et seq., provide that a municipal corporation shall have power to join with any other municipal corporation, by contract, or otherwise as may be permitted by law, for the operation or performance of any service which each would have the power to provide; and,

**WHEREAS**, the VILLAGE would like to utilize the Birmingham Fire and Police Departments' services throughout all geographic portions of the Village; and,

**WHEREAS**, the VILLAGE will assign a PSO Officer to that CITY who will be assigned each day to a fire apparatus allowing a Birmingham Paramedic/Firefighter to staff an additional Advanced Life Support Rescue.

**WHEREAS**, the CITY is willing to provide the VILLAGE the CITY's aforementioned services in accordance with the terms and conditions hereinafter set forth, for the considerations hereinafter expressed.

**NOW, THEREFORE**, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The CITY shall provide the VILLAGE with police, fire and ambulance services, wrecker dispatch services shown in attached Exhibit A.
2. The term of this Agreement shall commence upon execution and continue for the duration of Executive Order 2020-21 and any extensions thereto.
3. This Agreement shall be governed by, performed, interpreted and enforced in accordance with the laws of the State of Michigan. The VILLAGE agrees to use the City's personnel as provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

4. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

5. Each party shall make available without cost to the other party such personnel as set forth in Exhibit A who will actively participate in incidents if assistance is requested. Personnel shall remain at all times employees of the party providing them and shall continue to be solely in that party's benefit system including wages, pension, seniority, sick leave, vacation, health and welfare, longevity, and other benefits, if applicable.

6. Each party shall make available without cost to the other party such equipment and personnel as set forth in Exhibit A.

7. Each party shall be responsible for the acts and/or omissions of its own employees, officers and/or agents, the costs associated with those acts and/or omissions, and for their own defense of those acts/omissions.

8. The CITY and VILLAGE will add each other as an additional party insured on their liability insurance.

9. This Agreement and its incorporated Exhibit "A" constitute the entire Agreement for Services between the CITY and the VILLAGE.

10. If any breach is caused by either CITY or VILLAGE, written notice shall be given by the party believing a breach has occurred by regular mail and a representative of the CITY and VILLAGE Public Safety Department will meet within seven (7) days after receipt of notice to cure the alleged breach in question.

11. The CITY and VILLAGE have a long shared history of cooperation and each party pledges its best efforts to provide the same level of service to the VILLAGE.

12. This Agreement may be modified only by the written agreement of both the CITY and the VILLAGE.

13. The CITY and VILLAGE have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The person signing this agreement on behalf of each municipality have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.

14. Notices shall be given to:

- a. City of Birmingham Fire Department  
572 S Adams Rd  
Birmingham, MI 48009  
Attention: Paul Wells, Fire Chief

- b. City of Birmingham Police Department  
151 Martin Street  
P.O. Box 3001  
Birmingham, MI 48012  
Attention: Mark H. Clemence, Police Chief

With copies to:

Timothy J. Currier, City Attorney  
Beier Howlett, P.C.  
3001 W. Big Beaver Rd., Ste. 200  
Birmingham, MI 48084

- c. Village of Beverly Hills  
18600 W. 13 Mile Road  
Beverly Hills, MI 48025

Attention: Chris D. Wilson, Village Manager

With copies to:

Thomas J. Ryan, Village Attorney  
Thomas J. Ryan, P.C.  
2055 Orchard Lake Road  
Sylvan Lake, MI 48329

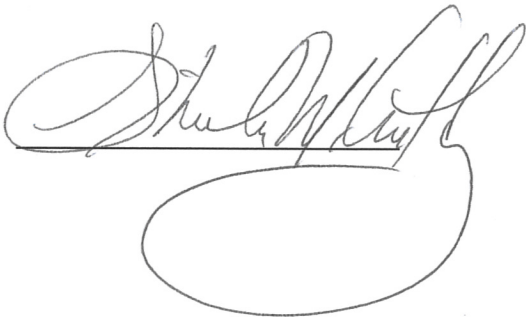
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESS:

\_\_\_\_\_

CITY OF BIRMINGHAM, A Michigan Municipal Corporation

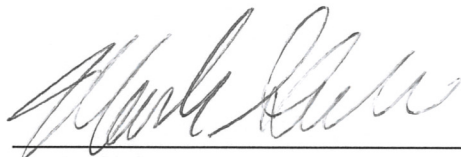
By: Paul Wells  
Paul Wells, Emergency Coordinator



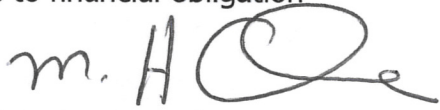
VILLAGE OF BEVERLY HILLS

By: Chris D. Wilson  
Chris D. Wilson, Village Manager and  
Director of Emergency Services Forces

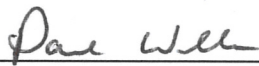




Mark Gerber, Finance Director  
as to financial obligation



Chief Mark H. Clemence  
as to substance

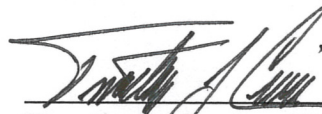


Paul Wells, Fire Chief and  
Emergency Coordinator  
as to substance

APPROVALS:



Joseph A. Valentine, City Manager  
as to substance



Timothy J. Currier, City Attorney  
as to form

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- Each day a Beverly Hills PSO Officer will be assigned to the Birmingham Fire Department. They will report to the Fire Department and shall not carry firearms.
- The Beverly Hills PSO Officer will be assigned to a fire apparatus allowing a Birmingham Paramedic/Firefighter to staff an additional Advanced Life Support Rescue.
- The Birmingham Fire Department will, in return, provide an Automatic Fire Response Aid to Beverly Hills with a minimum of one Fire Apparatus (Engine or Ladder) with three (3) personnel.
- The Birmingham Fire Department will provide Advanced Life Support transporting services to the Village of Beverly Hills, second to Alliance. Alliance will be notified first for all medical calls before Birmingham Fire. If Alliance is delayed to respond, or unavailable to respond to a medical call, the Birmingham Fire Department will respond with an Advanced Life Support Unit.
- The Birmingham Police Department will continue to fill-in any law enforcement shortfalls by responding from the City of Birmingham to the Village of Beverly Hills.

# Memorandum

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**To:** Honorable Lee Peddie, Village President; Village Council  
**From:** Chris D. Wilson, Village Manager  
**CC:** Kristin Rutkowski, Village Clerk/Asst. Manager; Tom Ryan, Village Attorney  
**Date:** 4/17/2020  
**Re:** Council meeting of May 5<sup>th</sup>.

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With Executive Order 2020-15 Governor Whitmer suspended various rules and procedures regarding attendance and participation in public meetings of local governing bodies in the State of Michigan. This order allowed for the use of video conferencing and teleconferencing for local governing bodies, elected officials and members of the public and media in response to the COVID-19 outbreak.

EO 2020-15 expired on April 15, 2020. Governor Whitmer has issued Executive Order 2020-48, in effect extending the duration of the relief provided in EO 2020-15 until **May 12, 2020**. Further the existing Stay Home Order remains in effect until April 30<sup>th</sup>. Were that order in whole or in part be extended beyond April 30<sup>th</sup>, as seems probably at this time, it is likely that Village would need to continue to use the relief provided under the EO to hold meetings via videoconference.

Even were the Stay Home order modified to allow public access to the Village Hall for the May 5<sup>th</sup> meeting, Social Distancing guidelines make conducting such a meeting in our Council Chamber impractical for all of Council and the public, as we saw at our meeting of March 17<sup>th</sup>. Accordingly, it was the expectation of Village Administration that we would proceed with a plan for holding the meeting of May 5<sup>th</sup> remotely, unless otherwise directed by Council or barring a change in the current outbreak conditions.

**VILLAGE MANAGER'S REPORT**  
**CHRIS D. WILSON**  
**APRIL 17, 2020**

**Village Operations During Stay Home Order** – The Village has continued operating on a limited and modified basis since the last Council meeting. Village Hall remains closed to the Public. Water bills are still being accepted and processed. All mail is being received and opened. Bills are being paid. Trash, Recycling and Yard Waste collection are all continuing uninterrupted. As of today, Village Hall will remain closed and Village staffing limited through at least Friday, May 1<sup>st</sup>. We await any extensions or modifications to the Stay Home order before making plans to re-open and fully staff the building. The Stay Home Order is currently in place through April 30<sup>th</sup>. I do not anticipate the order to be modified in such a way that would allow normal operations to continue at the expiration of the current order. Village Administration will begin preparations for eventual reopening the building to the public and normal staffing while maintaining proper social distancing. This will require modifications and accommodations on our part as well as the public's. When this can and will occur is still unknown. I would not anticipate this being possible until mid-May at the absolute earliest, and that seems overly optimistic at present. However, things can change quickly. Monday, June 1<sup>st</sup> might be a more realistic target date for a return to normal municipal operations. Whatever the date, we will be prepared to return to normal operations when it is safe and allowed. I would like to thank the office staff for their efforts to maintain operations to date. Their efforts to “keep the lights on” will pay dividends when we do return to normal operations. I would also like to thank the public for their understanding and flexibility during this time.

**Landscaping Services** – There has been a lot of confusion around the status of landscaping and lawn services under the existing Stay Home Order. I may have contributed to some of that confusion at the last meeting and apologize. The State has provided some additional guidance on this matter. Through April 30<sup>th</sup>, residents are allowed to mow their own grass and do their own yard clean up but cannot have these services provided by an outside contractor. This is the guidance that we are now providing all who ask about this issue. Residents should not be using contractors to mow their lawns at this time. Contractors are not to be mowing private lawns. I anticipate this provision of the order will be revisited by the April 30<sup>th</sup> deadline and we will abide by any revisions or extensions at that time. The Village will not be issuing any citations for long grass while this regulation remains in effect. In addition, in solidarity with our residents and landscaping contractors we will not be cutting the grass on Village grounds through April 30<sup>th</sup>.

**Ballot Language** – At the meeting of May 5<sup>th</sup>, I anticipate having on the agenda for a second reading proposed ballot language for a renewal of the terms of the 2010 Charter Amendment. I have attached a copy of the resolution of March 17<sup>th</sup> with proposed ballot language. Council had previously made suggestions regarding the language and format of this proposal. Mr. Ryan was

able to communicate with staff at the Office of the Attorney General and make such modifications as was allowed. The proposed ballot language can still be modified is Council so chooses. Mr. Ryan has informed me that he has presented the language per the March 17<sup>th</sup> resolution to the AG's office and received "preclearance" of this language, should that be the language Council wishes to move forward with.

**Budget Workshop** – As a reminder we will have a budget workshop on Tuesday, April 28<sup>th</sup> at 7:00 PM via Zoom. Village Administration will be putting out a revised FY 2020-21 budget prior to this meeting.

**On-line Payments** – The Village has continued to make progress with installation of an on-line payment processing program. The program has been installed by our software provider BS&A. We will need to do some further staff training and coordination with our bank. This is made a little more difficult with the limited schedules that staff is currently working. Nevertheless we are aiming for a date of May 1<sup>st</sup> or soon thereafter to begin accepting on-line payments.

**2020 Census** – As of Friday, April 17<sup>th</sup>, the Village has a response rate for the 2020 Census of 75.5%. This is almost 20% higher than the average of all Michigan communities. Our response rate ranks us 3<sup>rd</sup> amongst all municipalities in the State of Michigan, and 49<sup>th</sup> nationally. Our friends and close neighbors in Berkley are close behind us at 75.2%. Berkley is still making an concerted effort to increase their response rate and thereby pass us. We will not allow this to happen. Plus, we are currently tied in third place with East Grand Rapids. The fine people of EGR have just edged us out many times on various state rankings and, frankly, we owe them one. No, I am not overly competitive. Thanks to our residents on their, once again, impressive participation in the decennial census and we will continue to work to push that rate even higher.

**Memorial Day** – The Lions Club has notified the Village that they have cancelled their annual 5K run on Memorial Day. Oakland County Parks and Recreation has notified us that have cancelled all rentals through May, which would include the items we normally rent from them for this day. I do not believe that the Parks and Recreation Board has officially cancelled the event as of yet, but it seems most improbable that it will be possible to hold the parade and carnival at this time. Perhaps if an event or parade could be held at a later date, I would humbly suggest that a parade of our area doctors and nurses would be in order, along with perhaps the graduating seniors of the Class of 2020.

## VILLAGE OF BEVERLY HILLS

### RESOLUTION

At a regular meeting of the Village Council, Oakland County, Michigan, held at the Village office at 18500 West Thirteen Mile Road, Village of Beverly Hills, on the 17th day of March, 2020, at 7:30 p.m.

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

Absent: Members: George and Hrydziusko

WHEREAS, on November 2, 2010, the electors for the Village of Beverly Hills approved an amendment to Section 9.1 of the Village of Beverly Hills Charter to authorize the Village Council to have the power to levy and collect taxes in an amount not to exceed 12.9184 mills; and

WHEREAS, the Charter amendment adopted by the electors for the Village of Beverly Hills contained a 10 year limitation to expire in 2021; and

WHEREAS, the Village Council seeks to renew that same millage rate by a Charter amendment proposed to the Village electors for a new 10 year period from 2021 to 2031, but including 0.32 mills for capital park improvements/replacements for village wide parks.

NOW, THEREFORE, the following Resolution was offered by Mooney and seconded by Abboud, that the following Charter amendment be voted upon by the qualified electors of the Village of Beverly Hills at the November General election on Tuesday, November 3, 2020.

### BALLOT PROPOSAL

1. Shall Section 9.1 of the Charter of the Village of Beverly Hills be amended to read as follows:

#### POWER TO TAX

The Village shall have the power to levy and collect taxes for municipal purposes. The general ad valorem tax levy shall not exceed 12.9184 mills, times the taxable value of all real and personal property, subject to taxation in the Village, exclusive of any levies authorized by general statute to be made beyond

Charter tax limitations, for a period of ten (10) years 2021 to 2031 inclusive. This 12.9184 millage authorization shall include the following components specifically dedicated to the operation of the Village:

- a) 9.9 mills for public safety/police/fire operations;
- b) 1.88 mills for general administrative purposes;
- c) 0.8184 mills for Baldwin library services;
- d) 0.32 mills for capital park improvements/replacements for village wide parks.

It is estimated that the renewal of 9.9 mills for public safety/police/fire will raise approximately \$6,288,904.00 when first levied in 2021;

It is estimated that the reduction of the prior millage for general administrative purposes to 1.88 mills will raise approximately \$1,194,238.00 when first levied in 2021;

It is estimated that the reduction of the prior millage for Baldwin library services to 0.8184 mills will raise approximately \$519,874.00 when first levied in 2021; and

It is estimated a new park millage for capital park improvements/replacements for village wide parks will raise approximately \$203,274.00 when first levied in 2021.

Upon expiration of this renewed millage on June 30, 2031, the maximum allowed under Charter millage rate will revert to 11.00 mills for municipal purposes.

Shall this amendment be adopted?

Yes \_\_\_\_\_

No \_\_\_\_\_

2. In accordance with the statute in such case made and provided, such Resolution shall be published in the Observer-Eccentric, a newspaper circulated within the Village.

3. That this Resolution be laid upon the table for thirty (30) days in accordance with the statute and such case made and provided.

4. That prior to the submission of the vote of the electors of the Village, such Charter Amendment shall be presented to the Governor of this State. That before its

submission to the electors of the Village, the Clerk shall give such notice thereof as is required by law.

AYES: 5

NAYS: 0

RESOLUTION DECLARED ADOPTED.

Kristin Rutkowski, Village Clerk



# **Beverly Hills Public Safety Activity Report**

**April 3<sup>rd</sup> – 16<sup>th</sup>, 2020**

- The Public Safety Department is currently looking for applicants for Public Safety Officer. Please visit our website, [www.beverlyhillspolice.com](http://www.beverlyhillspolice.com) to see if you qualify.
- For more information on Coronavirus Disease 2019 please visit;  
<https://www.cdc.gov/coronavirus/2019-ncov/index.html>  
<https://www.ready.gov/>  
<https://www.Michigan.gov/coronavirus>  
<https://www.oakgov.com/covid/Pages/default.aspx>

American actor Andy Griffith once said, “Who is going to believe a con artist? Everyone if she’s good.” Folks often fall for scams, not solely due to naivety, but because con artists can be convincing, assertive or appear trustworthy. Scammers have the habit of coming out of the woodworks in droves during periods of crises.

Now, many unscrupulous people want to profit off the COVID-19 pandemic. These “bad apples” tend to prey on vulnerable members of society, including seniors, hoping to take advantage of their victim’s isolation, fear, and possible physical and/or cognitive decline. Scammers will use various ways to contact people –door to door, phone, texts, emails or via social media. Thus, it’s important to stay educated on the latest scams to protect oneself. Here are some current COVID-19 scams to watch out for:

**The lab coat scam** – This scam involves people wearing lab coats who knock door-to-door pretending to be from the Centers for Disease Control and Prevention (CDC). These imposters may offer “free” COVID-19 tests. Understand that the CDC does not knock on doors to offer free testing. Per the police department, this is a distraction scam to burglarize your home. Do not answer your door. Instead, call 911 to report the incident.

**Price gouging scam** – This scam involves vendors who drastically increase prices for common goods such as toilet paper and services such as deliveries. Unscrupulous practices of this sort during times of emergencies are considered a violation of unfair or deceptive trade practices law and civil penalties and/or criminal penalties may apply. Check your state laws to file complaints.

**Fake website scam** – This scam involves fake websites to sell bogus products. A scammer may send an email or reach out via text or social media. The goal is to steal your personal information while pretending to sell you products that do not exist. These websites may mimic real or trustworthy sites. It is best to make purchases from official websites you trust, rather than buy from links that are sent to you.

**Unsolicited text message/email scam** – This scam involves “government benefits” related to COVID-19. These scams are designed to trick you into sharing personal information, such as bank account or credit card information or social security numbers. To play it safe, do not open strange emails or respond to solicitations. Always safeguard your valuable personal information. If an offer seems too good to be true, be wary. Should you need monetary advice, ask your financial advisor or accountant for guidance. Telltale signs of a scam may include misspellings, fake branding images, strange or complicated email addresses, grammar issues and more.

**Click on the link scam**– This scam involves communications which asks you to click on a link. One trick involves asking people to click on a link to claim a \$1,000 payment. Once you click on the link, your computer becomes infected with malware, the term given for various types of malicious software designed to harm or exploit a device, network, or service. This scam is often used by cybercriminals to force individuals into paying ransom. Be wise and understand that the government will not send you links to click. For additional layers of protection, make sure your computer is updated with the latest antivirus and anti-malware software.

**Charity scams** –These scams often involve phone calls for fake charities or ones that exist but won’t ever get your donation. Never donate to a cold caller or unsolicited message. Don’t worry about hurting the caller’s feelings. Be firm and do not engage with the caller. Simply hang up the phone.

**When making donations**, choose your charities wisely and donate directly through official websites. Watch your typing as misspellings can sometimes bring you to fake look-alike websites where you can encounter identity theft and more. Just be aware of scams. The village has not had any reported of this nature.

Scam emails can be reported to the Federal Trade Commission (FTC) by visiting [ftccomplaintassistant.gov](https://www.ftccomplaintassistant.gov) If you fall victim to a financial scam, be sure to immediately change your passwords, secure your accounts (banking, credit cards, and so forth), and notify the three major credit bureaus of the scam. Financial online and in-person scams should also be reported to the police

## **CALLS FOR SERVICE**

- 232 Calls for Service.
- 2 Arrests.
- 1 Ticket issued.
- 103 Property checks.
- Car Seat Checks
- Gun Permit.
- 5 Alarms on 13 Mile Rd.
- 10 Medicals on 13 Mile Rd.
- Damage to Property on 13 Mile Rd.
- Suspicious Person complaint on 13 Mile Rd.
- Suspicious Circumstance complaint on 13 Mile Rd.
- Suspicious Vehicle complaint on 13 Mile Rd.
- 4 Gathering complaints on 13 Mile Rd.
- Enter without permission on 13 Mile Rd.
- Noise complaint on 13 Mile Rd.
- Assist Franklin-Bingham Police stopping a larceny of mail suspect. The individuals were released to Franklin Police without incident.
- Medical on 14 Mile Rd.
- Noise complaint on 14 Mile Rd.
- Suspicious Vehicle on 14 Mile Rd.
- Motorist Assist on 14 Mile Rd.
- Alarm on Southfield.
- Odor Investigation on Lahser.
- Suspicious Circumstance on Lahser.
- Suspicious Persons on Greenfield.
- Suspicious Persons on Beverly.
- Gathering complaint on Beverly.
- Alarm on Beverly.
- Medical on Beverly Ct.
- Alarm on Birwood.
- Medical on E. Rutland.
- Medical on McKenzie Ct.
- Gathering complaint on Crossbow.
- Ordinance complaint on Riverside.
- Medical on Lauderdale.
- Fire Alarm on Eastlady.
- Medical on Locherbie.
- Medical on Sunset.
- Suspicious Persons on Hampstead.
- Fire Alarm on Dover Ct.
- Lift Assist on Hampton.
- Suspicious Persons on Mayfair.

- Medical on Crossbow.
- Larceny on Buckingham.
- Gathering complaint on Devonshire.
- Alarm on Downing Pl.
- Medical on Nixon.
- Suspicious Vehicle on Locherbie.
- Open Burn complaint on Locherbie.
- Medical on Riverside.
- Parking complaint on Huntley Sq. E.
- Odor Investigation on Kirkshire.
- Lift Assist on Riverview.
- Medical on Metamora.
- Alarm on Riverside.
- Suspicious Person on Amherst.
- Odor Investigation on Plumwood.
- Medical on Dundee Ct.
- Officers responded to 13 Mile on the report of an assault. One individual was arrested.
- Medical on Birwood.
- Suspicious Circumstance on Birwood.
- Medical on Vernon.
- Animal complaint on W. Rutland.
- Lift Assist on Vernon.
- Suspicious Circumstance on Dover Ct.
- Lift Assist on Amherst.
- Welfare Check on Marguerite.
- Suspicious Person on Huntley Sq. N.
- Alarm on Robinhood.
- Lift Assist on Crossbow.
- Suspicious Vehicle on Kinross.
- Larceny on Red Oaks.
- Gathering complaint on Riverside.
- Assist Oak Park with a structure fire.
- Animal complaint on Georgina.
- Ordinance complaint on Devonshire.
- Suspicious Circumstance on Birwood.
- Noise complaint on Huntley Sq. N.
- Medical on Huntley Sq. N.
- Suspicious Circumstance on Buckingham.
- Neighbor Trouble on Birwood.
- Alarm on Kirkshire.
- Ordinance complaint on Madison.
- Missing person on Locherbie.
- Fraud on Nixon.

- Animal complaint on Valley Ridge.
- Neighbor Trouble on Birwood.
- Suspicious Circumstance on Vernon.
- Intoxicated driver complaint on Amherst.
- Hang Up 911 on Lauderdale.
- Medical on Kinross.
- Medical on Marguerite.
- Welfare Check on Amherst.
- Brush fire on Bellvine Trail.
- Medical on Dover.
- Fraud on Birwood.
- Medical on Dunblaine.
- Suspicious Circumstance complaint on Allerton.
- Traffic complaint on Saxon.

### **FIRE PREVENTION**

- 47 Fire/EMS Reports reviewed.
- Submit Daily Staffing to Division Leader.
- Attend Division 4 organizational meeting.
- Pickup PPE from Division 4 Staging Location.
- Update Box Alarm Cards.
- Attend Daily Briefing of Fire Operations Desk via teleconference.
- Submit Beverly Hills Disaster Declaration to the Emergency Operations Center.
- Attend Bi-Weekly Briefing of Emergency Operations Center via teleconference.
- Disseminate 3 Emergency Protocols from the Oakland County Medical Control Authority.
- Attend Daily Briefing of Divisions via teleconference.
- Special Order 20-08 - COVID-19 Pandemic Decontamination Process.
- Attend Oakland County Medical Control Authority Board of Directors Meeting via teleconference.
- Submitted ICS-Form213RR to Division 4.
- Special Order 20-04-B - COVID-19 Pandemic Staffing.
- Attend meeting with National Communications.
- Fire Hydrant maps submitted to emergency backup dispatch centers (Bloomfield Township & Bloomfield Hills).
- Attend Oakland County Medical Control Authority Systems Operations Meeting via teleconference.

- Review & Disseminate training video for Division 4 decontamination station.
- Submit quarterly EQIP cardiac data to Oakland County Medical Control Authority.
- Management of Bryx Station Notification System.
- Memo 20-09 – Video Conferencing Purchase Proposal.
- Attend Michigan Fire Fighters Training Council Meeting via teleconference.
- Update C/E Sponsorship course materials for Automated Compression System training.
- Division 4 Solidarity Lap at Henry Ford West Bloomfield Hospital.

### **INVESTIGATIONS**

- CFS Closed and Reviewed 228.
- Reviewed 25 case reports for a disposition.
- Followed up and reviewed cases of which 20 were closed and 5 remained open.
- 05 Case was assigned.
- 07 Reports written on current cases.
- 20 Current active investigations.
- 10 Current pending investigations.
- Follow Up stolen mail from porch.
- Follow up interview, warrant/arraignment for DV, Resist Obstruct.
- Follow Up on larceny from auto
- Follow Up on drug overdose.
- Follow Up on Craigslist scam.
- Assist with patrol on found juvenile contact CPS.
- Assist patrol with burglary.

# Enforcement List - Inspection Summary

04/17/20

Enforcement Number	Address	Filed	Status	Closed
E200012	19126 DEVONSHIRE DR	02/03/20	Closed	02/14/20
REMOVE CONSTRUCTION BAG DUMPSTER				
Code	Date Next Action		Next Action	
22.08.220				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Correction Noti	Completed	02	02/03/20	02/03/20 Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed
E200013	16969 ELIZABETH ST	02/12/20	Closed	02/20/20
STORED COMMERCIAL TRAILER				
Code	Date Next Action		Next Action	
22.08.330				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Correction Noti	Completed	02	02/20/20	02/20/20 Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed
E200014	16252 ELIZABETH ST	02/18/20	Closed	03/13/20
REMOVE COMMERCIAL TRAILER				
Code	Date Next Action		Next Action	
12.08.330	02/27/2020		SITE INSPECTION	
Inspection Type	Status	Result	Scheduled	Completed Inspector
Correction Noti	Completed	02	02/27/20	02/27/20 Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed
E200015	31240 CLINE DR	02/21/20	Closed	02/21/20
REMOVE WORK TRAILER FROM PROPERTY				
Code	Date Next Action		Next Action	
Inspection Type	Status	Result	Scheduled	Completed Inspector
Correction Noti	Completed	02	02/21/20	02/21/20 Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed
E200016	30330 WOODHAVEN LN	02/27/20	Notice Sent	
REMOVE DEAD/DAMAGED TREE FROM PROPERTY				
Code	Date Next Action		Next Action	
17.08	03/20/2020		SITE INSPECTION	
Inspection Type	Status	Result	Scheduled	Completed Inspector
Correction Noti	Scheduled	00	03/20/20	Dan Gosselin

# Enforcement List - Inspection Summary

04/17/20

Enforcement Number	Address	Filed	Status	Closed	
E200017	31605 MAYFAIR LN	03/02/20	Notice Sent		
COMMERCIAL TRAILER STORED ON PROPERTY.					
Code	Date Next Action		Next Action		
22.08.330	03/16/2020		SITE INSPECTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Correction Noti	Scheduled	00	03/16/20		Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed	
E200018	15743 BIRWOOD AVE	03/09/20	Notice Sent		
PROPERTY CLEAN UP					
Code	Date Next Action		Next Action		
302.1	03/23/2020		SITE INSPECTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Correction Noti	Scheduled	00	03/23/20		Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed	
E200019	19135 SAXON DR	03/19/20	Notice Sent		
PROPERTY CLEAN UP					
Code	Date Next Action		Next Action		
302.1	03/23/2020		SITE INSPECTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed	
E200020	20375 LINCOLN HILLS CT	03/10/20	Notice Sent		
SOIL EROSION-LANDSCAPE					
Code	Date Next Action		Next Action		
	03/30/2020		LETTER TO OWNER		
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Correction Noti	Scheduled	00	03/30/20		Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed
E200021	32151 ARLINGTON DR	03/10/20	Notice Sent	
TRASH CONTAINERS STORED IN FRONT OF HOUSE.				
Code	Date Next Action		Next Action	
13.11	03/12/2020		SITE INSPECTION	



# Enforcement List - Inspection Summary

04/17/20

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200022	32075 ARLINGTON DR	03/10/20	Notice Sent	
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TRASH CONTAINERS STORED IN FRONT OF HOUSE.

<b>Code</b>	<b>Date Next Action</b>	<b>Next Action</b>
13.11	03/12/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200023	15559 BIRWOOD AVE	03/10/20	Notice Sent	
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TRASH CONTAINERS STORED IN FRONT OF HOUSE.

<b>Code</b>	<b>Date Next Action</b>	<b>Next Action</b>
13.11	03/12/2020	SITE INSPECTIONS

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200024	16286 BUCKINGHAM AVE	03/10/20	Notice Sent	
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TRASH CONTAINERS STORED IN FRONT OF HOUSE.

<b>Code</b>	<b>Date Next Action</b>	<b>Next Action</b>
13.11	03/12/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200025	16252 ELIZABETH ST	03/13/20	Notice Sent	
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REMOVE TRAILER FROM PROPERTY

<b>Code</b>	<b>Date Next Action</b>	<b>Next Action</b>
22.08.330	03/13/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200026	31150 PIERCE ST	03/10/20	Notice Sent	
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REMOVE COMMERCIAL TRAILER FROM PROPERTY

# Enforcement List - Inspection Summary

04/17/20

<b>Code</b>	<b>Date Next Action</b>	<b>Next Action</b>
22.08.330	03/13/2020	SITE INSPECITON

<b>Inspection Type</b>	<b>Status</b>	<b>Result</b>	<b>Scheduled</b>	<b>Completed</b>	<b>Inspector</b>
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Enforcement Number	Address	Filed	Status	Closed
E200027	16176 WETHERBY ST	03/19/20	No Violation	03/19/20
CONTACT VILLAGE REGARDING WORK IN HOUSEHOLD				

<b>Code</b>	<b>Date Next Action</b>	<b>Next Action</b>			
<b>Inspection Type</b>	<b>Status</b>	<b>Result</b>	<b>Scheduled</b>	<b>Completed</b>	<b>Inspector</b>

Enforcement Number	Address	Filed	Status	Closed
E200028	17380 KINROSS AVE	03/19/20	Notice Sent	
INOPERABLE AUTO				

<b>Code</b>	<b>Date Next Action</b>	<b>Next Action</b>			
	04/07/2020	SITE INSPECTION			
<b>Inspection Type</b>	<b>Status</b>	<b>Result</b>	<b>Scheduled</b>	<b>Completed</b>	<b>Inspector</b>

Enforcement Number	Address	Filed	Status	Closed
E200029	17341 KINROSS AVE	03/19/20	Notice Sent	
REPAIR RUCK W/ FLAT TIRE CANNOT STORE AUTO THAT IS NOT DRIVEABLE.				

<b>Code</b>	<b>Date Next Action</b>	<b>Next Action</b>			
	04/07/2020	SITE INSPECTION			
<b>Inspection Type</b>	<b>Status</b>	<b>Result</b>	<b>Scheduled</b>	<b>Completed</b>	<b>Inspector</b>

Enforcement Number	Address	Filed	Status	Closed
E200030	22115 METAMORA DR	03/31/20	Notice Sent	
COMMERICAL TRAILER STORED ON PROPERTY				

<b>Code</b>	<b>Date Next Action</b>	<b>Next Action</b>			
22.08.330	04/06/2020	SITE INSPECTION			
<b>Inspection Type</b>	<b>Status</b>	<b>Result</b>	<b>Scheduled</b>	<b>Completed</b>	<b>Inspector</b>

Enforcement Number	Address	Filed	Status	Closed
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# Enforcement List - Inspection Summary

04/17/20

E200031 16308 KIRKSHIRE AVE 04/02/20 Notice Sent  
REMOVE STORED ITEMS/DEBRIS FROM PROPERTY

Code	Date Next Action	Next Action
29.302.1	04/16/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200032 17831 BIRWOOD AVE 04/07/20 Notice Sent  
NO FENCE OR SCREEN IS ALLOWED IN SIDE YARD. ALL FENCES MUST STOP AT REAR EDGE OF HOUSE- REAR YARD ONLY. UNLESS ENCLOSING SIDE DOOR. PLEASE REMOVE SCREEN

Code	Date Next Action	Next Action
22.08.150	04/13/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200033 19845 BEVERLY RD 04/02/20 Notice Sent  
TRIM ROAD EDGE

Code	Date Next Action	Next Action
29.302.4		

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200034 20799 KENNOWAY CIR 04/13/20 Notice Sent  
PLEASE REPLACE DRIVEWAY CULVERT, IT IS BLOCKED AND WASHING OUT UNDERGROUND AND WILL COLLAPSE DRIVEWAY

Code	Date Next Action	Next Action
29.302		

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Population: All Records

Enforcement.DateFiled Between 2/1/2020 12:00:00 AM AND 4/17/2020 11:59:59 PM

## VILLAGE OF BEVERLY HILLS

2019 CONSUMERS ANNUAL REPORT  
ON WATER QUALITY**ATTENTION: THIS IS AN IMPORTANT REPORT  
ON WATER QUALITY AND SAFETY**

The Village of Beverly Hills, The Southeastern Oakland County Water Authority (SOCWA) and the Great Lakes Water Authority (GLWA) are proud of the fine drinking water they supply and are honored to provide this report to you. The 2019 Consumers Annual Report on Water Quality shows the sources of our water, lists the results of our tests, and contains important information about water and health. We will notify you immediately if there is ever any reason for concern about our water. We are pleased to show you how we have surpassed water quality standards as mandated by the Environmental Protection Agency (EPA) and the Michigan Department of Environment, Great Lakes and Energy (EGLE).

**About the System**

The Village of Beverly Hills purchases water from the Southeastern Oakland County Water Authority (SOCWA) at two locations. SOCWA provides GLWA water through its member distribution systems to a population of 210,000 within a 56 square mile area. Current members are Berkley, Beverly Hills, Bingham Farms, Birmingham, Clawson, Huntington Woods, Lathrup Village, Pleasant Ridge, Royal Oak, Southfield and Southfield Township.

Your source water comes from the Detroit River, situated within the Lake St. Clair, Clinton River, Detroit River, Rouge River, Ecorse River, watersheds in the U.S. and parts of the Thames River, Little River, Turkey Creek and Sydenham watersheds in Canada. EGLE in partnership with the U.S. Geological Survey, the Detroit Water and Sewerage Department, and the Michigan Public Health Institute performed a source water assessment in 2004 to determine the susceptibility of GLWA's Detroit River source water for potential contamination. The susceptibility rating is based on a seven-tiered scale and ranges from very low to very high determined primarily using geologic sensitivity, water chemistry, and potential contaminant sources. The report described GLWA's Detroit River intakes as highly susceptible to potential contamination. However, all four GLWA water treatment plants that service the city of Detroit and draw water from the Detroit River have historically provided satisfactory treatment and meet drinking water standards.

GLWA has initiated source-water protection activities that include chemical containment, spill response, and a mercury reduction program. GLWA participates in a National Pollutant Discharge Elimination System permit discharge program and has an emergency response management plan. In 2016, EGLE approved the GLWA Surface Water Intake Protection Program plan. The programs include seven elements that include the following: roles and duties of government units and water supply agencies, delineation of a source water protection areas, identification of potential of sources of contamination, management approaches for protection, contingency plans, siting of new water sources, public participation and public education activities. If you would like to know more information about the Source Water Assessment report please, contact GLWA at (313) 926-8102.

And/or

Your source water comes from the lower Lake Huron watershed. The watershed includes numerous short, seasonal streams that drain to Lake Huron. EGLE in partnership with the U.S. Geological Survey, the Detroit Water and Sewerage Department, and the Michigan Public Health Institute performed a source water assessment in 2004 to determine the susceptibility of potential contamination. The susceptibility rating is a seven-tiered scale ranging from "very low" to "very high" based primarily on geologic sensitivity, water chemistry, and contaminant sources. The Lake Huron source water intake is categorized as having a moderately low susceptibility to potential contaminant sources. The Lake Huron water treatment plant has

historically provided satisfactory treatment of this source water to meet drinking water standards.

In 2015, GLWA received a grant from EGLE to develop a source water protection program for the Lake Huron water treatment plant intake. The program includes seven elements that include the following: roles and duties of government units and water supply agencies, delineation of a source water protection areas, identification of potential of source water protection area, management approaches for protection, contingency plans, siting of new sources and public participation and education. If you would like to know more information about the Source Water Assessment report please, contact GLWA at (313) 926-8102.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at (800) 426-4791.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.

Organic chemical contaminants, including synthetic and volatile organics, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff and septic systems.

Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

## Key to the Detected Contaminants Table

Symbol	Abbreviation	Definition/Explanation
>	Greater than	
°C	Celsius	A scale of temperature in which water freezes at 0° and boils at 100° under standard conditions.
AL	Action Level	The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements which a water system must follow.
HAA5	Haloacetic Acids	HAA5 is the total of bromoacetic, chloroacetic, Dibromoacetic, dichloroacetic, and trichloroacetic acids. Compliance is based on the total.
Level 1	Level 1 Assessment	A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in the water system.
Level 2	Level 2 Assessment	A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.
LRAA	Locational Running Annual Average	The average of analytical results for samples at a particular monitoring location during the previous four quarters.
MCL	Maximum Contaminant Level	The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
MCLG	Maximum Contaminant Level Goal	The level of contaminant in drinking water below which there is no known or expected risk to health.
MRDL	Maximum Residual Disinfectant Level	The highest level of disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
MRDLG	Maximum Residual Disinfectant Level Goal	The level of a drinking water disinfectant below which there is no known or expected risk to health. MRLDG's do not reflect the benefits of the use of disinfectants to control microbial contaminants.
n/a	not applicable	
ND	Not Detected	
NTU	Nephelometric Turbidity Units	Measures the cloudiness of water.
pCi/L	Picocuries Per Liter	A measure of radioactivity
ppb	Parts Per Billion (one in one billion)	The ppb is equivalent to micrograms per liter. A microgram = 1/1000 milligram.
ppm	Parts Per Million (one in one million)	The ppm is equivalent to milligrams per liter. A milligram = 1/1000 gram.
RAA	Running Annual Average	The average of analytical results for all samples during the previous four quarters.
SMCL	Secondary Maximum Contaminant Level	An MCL which involves a biological, chemical or physical characteristic of water that may adversely affect the taste, odor, color or appearance (aesthetics), which may thereby affect public confidence or acceptance of the drinking water.
TT	Treatment Technique	A required process intended to reduce the level of a contaminant in drinking water.
TTHM	Total Trihalomethanes	Total Trihalomethanes is the sum of chloroform, bromodichloromethane, dibromochloromethane and bromoform. Compliance is based on the total.
µohms	Microohms	Measure of electrical conductance of water

## Springwells Water Treatment Plant

### 2019 Regulated Detected Contaminants Tables

2019 Inorganic Chemicals – Monitoring at the Plant Finished Water Tap								
Regulated Contaminant	Test Date	Unit	Health Goal MCLG	Allowed Level MCL	Highest Level Detected	Range of Detection	Violation yes/no	Major Sources in Drinking Water
Fluoride	6-11-19	ppm	4	4	0.66	n/a	no	Erosion of natural deposits; Water additive, which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Nitrate	6-11-19	ppm	10	10	0.48	n/a	no	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
Barium	5-16-2017	ppm	2	2	0.01	n/a	no	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits

2019 Disinfectant Residuals – Monitoring in Distribution System by Treatment Plant								
Regulated Contaminant	Test Date	Unit	Health Goal MRDLG	Allowed Level MRDL	Highest RAA	Quarterly Range of Detection	Violation yes/no	Major Sources in Drinking Water
Total Chlorine Residual	Jan-Dec 2019	ppm	4	4	0.68	0.57-0.72	no	Water additive used to control microbes

2019 Turbidity – Monitored every 4 hours at Plant Finished Water			
Highest Single Measurement Cannot exceed 1 NTU	Lowest Monthly % of Samples Meeting Turbidity Limit of 0.3 NTU (minimum 95%)	Violation yes/no	Major Sources in Drinking Water
0.26 NTU	100%	no	Soil Runoff
Turbidity is a measure of the cloudiness of water. We monitor it because it is a good indicator of the effectiveness of our filtration system.			

Regulated Contaminant	Treatment Technique 2019	Typical Source of Contaminant
Total Organic Carbon (ppm)	The Total Organic Carbon (TOC) removal ratio is calculated as the ratio between the actual TOC removal and the TOC removal requirements. The TOC was measured each quarter and because the level was low, there is no TOC removal requirement	Erosion of natural deposits

Contaminant	MCLG	MCL	Level Detected 2019	Source of Contamination
Sodium (ppm)	n/a	n/a	6.37	Erosion of natural deposits

These tables are based on tests conducted by GLWA in the year 2019 or the most recent testing done within the last five calendar years. GLWA conducts tests throughout the year only tests that show the presence of a substance or require special monitoring are presented in these tables.

**Northeast Water Treatment Plant**  
2019 Regulated Detected Contaminants Tables

<b>2019 Inorganic Chemicals – Monitoring at the Plant Finished Water Tap</b>								
Regulated Contaminant	Test Date	Unit	Health Goal <b>MCLG</b>	Allowed Level <b>MCL</b>	Highest Level Detected	Range of Detection	Violation yes/no	Major Sources in Drinking Water
Fluoride	6-11-19	ppm	4	4	0.72	n/a	no	Erosion of natural deposits; Water additive, which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Nitrate	6-11-19	ppm	10	10	0.48	n/a	no	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
Barium	5-16-17	ppm	2	2	0.01	n/a	no	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits

<b>2019 Disinfectant Residuals – Monitoring in Distribution System by Treatment Plant</b>								
Regulated Contaminant	Test Date	Unit	Health Goal <b>MRDLG</b>	Allowed Level <b>MRDL</b>	Highest RAA	Quarterly Range of Detection	Violation yes/no	Major Sources in Drinking Water
Total Chlorine Residual	Jan-Dec 2019	ppm	4	4	0.74	0.45-0.83	no	Water additive used to control microbes

2019 Turbidity – Monitored every 4 hours at Plant Finished Water			
Highest Single Measurement Cannot exceed 1 NTU	Lowest Monthly % of Samples Meeting Turbidity Limit of 0.3 NTU (minimum 95%)	Violation yes/no	Major Sources in Drinking Water
0.13 NTU	100 %	no	Soil Runoff
Turbidity is a measure of the cloudiness of water. We monitor it because it is a good indicator of the effectiveness of our filtration system.			

Regulated Contaminant	Treatment Technique 2019	Typical Source of Contaminant
Total Organic Carbon (ppm)	The Total Organic Carbon (TOC) removal ratio is calculated as the ratio between the actual TOC removal and the TOC removal requirements. The TOC was measured each quarter and because the level was low, there is no TOC removal requirement	Erosion of natural deposits

<b>Special Monitoring 2019</b>				
Contaminant	<b>MCLG</b>	<b>MCL</b>	Level Detected 2019	Source of Contamination
Sodium (ppm)	n/a	n/a	6.37	Erosion of natural deposits

These tables are based on tests conducted by GLWA in the year 2019 or the most recent testing done within the last five calendar years. GLWA conducts tests throughout the year only tests that show the presence of a substance or require special monitoring are presented in these tables.



**Lake Huron Water Treatment Plant  
2019 Regulated Detected Contaminants Tables**

<b>2019 Inorganic Chemicals – Monitoring at the Plant Finished Water Tap</b>								
Regulated Contaminant	Test Date	Unit	Health Goal <b>MCLG</b>	Allowed Level <b>MCL</b>	Highest Level Detected	Range of Detection	Violation yes/no	Major Sources in Drinking Water
Fluoride	6-11-19	ppm	4	4	0.61	n/a	no	Erosion of natural deposits; Water additive, which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Nitrate	6-11-19	ppm	10	10	0.46	n/a	no	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
Barium	5-16-17	ppm	2	2	0.1	n/a	no	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits

Regulated Contaminant	Test Date	Unit	Health Goal <b>MRDLG</b>	Allowed Level <b>MRDL</b>	Highest RAA	Quarterly Range of Detection	Violation yes/no	Major Sources in Drinking Water
Total Chlorine Residual	Jan-Dec 2019	ppm	4	4	0.84	0.65-0.92	no	Water additive used to control microbes

2019 Turbidity – Monitored every 4 hours at Plant Finished Water			
Highest Single Measurement Cannot exceed 1 NTU	Lowest Monthly % of Samples Meeting Turbidity Limit of 0.3 NTU (minimum 95%)	Violation yes/no	Major Sources in Drinking Water
0.14 NTU	100 %	no	Soil Runoff
Turbidity is a measure of the cloudiness of water. We monitor it because it is a good indicator of the effectiveness of our filtration system.			

Regulated Contaminant	Treatment Technique 2019	Typical Source of Contaminant
Total Organic Carbon (ppm)	The Total Organic Carbon (TOC) removal ratio is calculated as the ratio between the actual TOC removal and the TOC removal requirements. The TOC was measured each quarter and because the level was low, there is no TOC removal requirement	Erosion of natural deposits

<b>Radionuclides 2014</b>							
Regulated contaminant	Test date	Unit	Health Goal <b>MCLG</b>	Allowed Level	Level detected	Violation Yes/no	Major Sources in Drinking water
Combined Radium 226 and 228	5-13-14	pCi/L	0	5	0.86 + or - 0.55	no	Erosion of natural deposits

Contaminant	<b>MCLG</b>	<b>MCL</b>	Level Detected 2019	Source of Contamination
Sodium (ppm)	n/a	n/a	4.74	Erosion of natural deposits

These tables are based on tests conducted by GLWA in the year 2019 or the most recent testing done within the last five calendar years. GLWA conducts tests throughout the year only tests that show the presence of a substance or require special monitoring are presented in these tables.

## VILLAGE OF BEVERLY HILLS

2019 Disinfection By-Products – Monitoring in Distribution System, Stage 2 Disinfection By-Products								
Regulated Contaminant	Test Date	Unit	Health Goal <b>MCLG</b>	Allowed Level <b>MCL</b>	Highest LRAA	Range of Detection	Violation yes/no	Major Sources in Drinking Water
Total Trihalomethanes (TTHM)	2019	ppb	n/a	80	27	16.2–40.6	no	By-product of drinking water chlorination
Haloacetic Acids (HAA5)	2019	ppb	n/a	60	13	10–18	no	By-product of drinking water disinfection

2019 Lead and Copper Monitoring at Customers' Tap								
Regulated Contaminant	Test Date	Unit	Health Goal <b>MCLG</b>	Action Level <b>AL</b>	90 <sup>th</sup> Percentile Value*	Number of Samples over AL	Violation yes/no	Major Sources in Drinking Water
Lead	2019	ppb	0	15	0 ppb	0	no	Corrosion of household plumbing system; Erosion of natural deposits.
Copper	2019	ppm	1.3	1.3	0.1 ppm	0	no	Corrosion of household plumbing system; Erosion of natural deposits; Leaching from wood preservatives.
*The 90th percentile value means 90 percent of the homes tested have lead and copper levels below the given 90th percentile value. If the 90th percentile value is above the AL additional requirements must be met.								

2019 Microbiological Contaminants – Monthly Monitoring in Distribution System					
Regulated Contaminant	<b>MCLG</b>	<b>MCL</b>	Highest Number Detected	Violation yes/no	Major Sources in Drinking Water
Total Coliform Bacteria	0	Presence of Coliform bacteria > 5% of monthly samples	0	no	Naturally present in the environment
<i>E. coli</i> Bacteria	0	A routine sample and a repeat sample are total coliform positive, and one is also <i>E. coli</i> positive.	0	no	Sanitary defects

### 2019 Violation Notice- Monitoring and Reporting for Disinfectants and Disinfection Byproducts.

During August 2019, samples for total trihalomethanes and haloacetic acids were received but did not meet the pH requirements for testing. Resampling could not be performed within the required sampling period. Follow-up samples were taken November 5, 2019 and the results were within acceptable range.

EGLE's investigation is considered complete and the Village of Beverly Hills has returned back in compliance November 5, 2019.

### IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

#### **Monitoring Requirements Not Met for Village of Beverly Hills**

*We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. During August 2019 the samples for total trihalomethanes (TTHM) and haloacetic acids (HAA5) was received but could not be accepted or tested because the samples did not meet pH requirements. Resampling was not done because it could not be performed in the required sampling period. Therefore, water quality cannot be assured during that time. However, this violation **does not** pose a threat to your supply's water.*

**What should I do?** There is nothing you need to do at this time. This is not an emergency. You do not need to boil water or use an alternative source of water at this time. Even though this is not an emergency, as our customers, you have a right to know what happened and what we did to correct the situation.

The table below lists the contaminants we did not properly test for, how often we are supposed to sample for these

contaminants, how many samples we are supposed to take, how many samples we took, when samples should have been taken, and the date we will collect follow-up samples.

<b>Contaminant</b>	<b>Required sampling frequency</b>	<b>Number of samples taken</b>	<b>When all samples should have been taken</b>	<b>Date additional samples will be taken</b>
<b>TTHM</b>	<b>1 sample every 3 months</b>	<b>0</b>	08/01/2019 to <b>08/31/2019</b>	11/01/2019 to <b>11/30/2019</b>
<b>HAA5</b>	<b>1 sample every 3 months</b>	<b>0</b>	08/01/2019 to <b>08/31/2019</b>	11/01/2019 to <b>11/30/2019</b>

**What happened? What is being done?** Resampling could not be performed within the required sampling period. We are making every effort to assure this does not happen again. Follow-up samples were taken November 5, 2019 and the results were within the acceptable range.

For more information, please contact Mr. Marty Collins, Designated Operator in Charge, at **(248) 646-6404**.

*Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.*

This notice is being sent to you by the Village of Beverly Hills.

## **Important Health Information**

### **Lead**

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Village of Beverly Hills is responsible for providing high quality drinking water but, cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Infants and children who drink water containing lead in excess of the action level could experience delays in their physical or mental development. Children could show slight deficits in attention span and learning abilities. Adults who drink this water over many years could develop kidney problems or high blood pressure.

### **People with Special Health Concerns**

Some people may be more vulnerable to contaminants in drinking water than is the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline at (800) 426-4791.

Infants and young children are typically more vulnerable to lead in drinking water than the general population. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your home's plumbing. If you are concerned about elevated lead levels in your home's water, you may wish to have your water tested and flush your tap for 30 seconds to 2 minutes before using tap water. Additional information is available from the Safe Drinking Water Hotline (800-426-4791).

### **Questions:**

Local Distribution: Village of Beverly Hills, Public Works Administration (248) 646-6404

Southeastern Oakland County Water Supply System – Water Authority offices: (248) 288-5150. Visit our web site at [www.socwa.org](http://www.socwa.org)

Great Lakes Water Authority – [www.glwater.org](http://www.glwater.org)

Michigan Department of Environment, Great Lakes, and Energy (EGLE) - (586) 753-3755 – [www.michigan.gov/egle](http://www.michigan.gov/egle)

U.S. Environmental Protection Agency – Safe Drinking Water Hotline: (800) 426-4791.

Water quality data for community water systems throughout the United States is available at <https://www.epa.gov/wqs-tech>

# Join us for **Rouge Rescue 2020** **ONLINE!**



Due to the stay at home order, Friends of the Rouge is coming to you! Join us ONLINE for Earth Day and Rouge Rescue this Spring with fun and rewarding activities for the whole family, right at home. New activities added periodically to keep you busy while you're stuck inside. Get points with each activity completed, earn special badges, compete with other teams and connect with your Rouge River community. Get into the game now through May!

## **Help Rescue the Rouge EVERY DAY**

**Friends  
of the ROUGE**

**ROUGE  
RESCUE**

**therouge.org**