

Village of Beverly Hills
Regular Village Council Meeting
Tuesday, December 15, 2020

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

Zoom link: <https://us02web.zoom.us/j/89728548452>

Meeting ID: 897 2854 8452

Dial in Number: 1-646-876-9923 (US)

AGENDA

Roll Call/Call to order

Pledge of Allegiance

Amendments to Agenda/Approve Agenda

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

1. Review and consider approval of **minutes** of a regular Council meeting held December 1, 2020.
2. Review and file **bills** recapped as of Monday, December 7, 2020.

Business Agenda

1. **Announcement** of a vacancy on the Birmingham Area Cable Board.
2. Review and consider **request** to purchase radio equipment for the Public Safety Department.
3. Review and consider Uniform Video Service Local Franchise **Agreement** with WideOpenWest Michigan, LLC dba WOW Internet Cable Phone.
4. Discuss Council Liaison **assignments**.

Topics for Council Discussion

1. Sewer and water drainage discussion

Public comments

Manager's **report**

Council comments

Adjournment

Due to the COVID-19 pandemic, this meeting will take place remotely via Zoom. If you are unable to attend the meeting and would like to submit a comment, please email krutkowski@villagebeverlyhills.com prior to the meeting.

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 – DECEMBER 1, 2020 – PAGE 1

Present: President George; President Pro-Tem Hrydziuszko; Members: Abboud, Kecskemeti, Mooney, O’Gorman, and Peddie
All members participated remotely via Zoom from Beverly Hills, Michigan.

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 due to the ongoing COVID-19 pandemic. The Pledge of Allegiance was recited by those in attendance.

Ryan stated that the new Council members have been sworn in by the Village Clerk.

SPECIAL ORDER OF BUSINESS – SELECT COUNCIL PRESIDENT AND PRESIDENT PRO-TEM

The first nominee to receive a majority of votes will be selected as the new Council President effective immediately. Peddie opened the floor for nominations for Council President. Mooney nominated Kecskemeti. Hrydziuszko nominated George. Abboud nominated Abboud.

Roll call vote to select Kecskemeti as Council President:

Abboud - Yes
George - No
Hrydziuszko - No
Kecskemeti - No
Mooney - Yes
O’Gorman - No
Peddie - Yes
Vote failed (3-4)

Roll call vote to select George as Council President:

Abboud - No
George - Yes
Hrydziuszko - Yes
Kecskemeti - Yes
Mooney - No
O’Gorman - Yes
Peddie - Yes
Vote passed (5-2)

George opened the floor for nominations for President Pro-Tem. Mooney nominated Abboud. Kecskemeti nominated Hrydziuszko.

Roll call vote to select Abboud as President Pro-Tem:

Abboud - Yes
George - No

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

Hrydziusko - No
Kecskemeti - No
Mooney - Yes
O’Gorman - No
Peddie - No
Vote failed (2-5)

Roll call vote to select Hrydziusko as President Pro-Tem:
Vote passed (7-0)

AMENDMENTS TO AGENDA/APPROVE AGENDA

Motion by Hrydziusko, second by Kecskemeti, be it resolved, the agenda is approved as published.

Roll Call Vote:
Motion passed (7-0)

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

Dawn Meihn, Beechwood, commented on the sewage backup from August and was concerned the discussion item was not on the agenda.

Ken Flaherty, 17166 Beechwood, commented on sewage water backups and was disappointed that the item was not on the agenda.

Judy Jones, 16321 Lauderdale, is a new resident and commented on sewer backups. She requested the item be placed on the agenda.

Lisa Gaulzetti, Nixon, commented on damage from flooding to her house and her neighbors’ houses.

Jon Oen, Verona Circle, commented that residents can install backflow preventers to prevent water in their basements.

CONSENT AGENDA

Motion by Hrydziusko, second by Peddie, be it resolved, the consent agenda is approved as published.

1. Review and consider approval of minutes of a regular Council meeting held November 17, 2020.
2. Review and file bills recapped as of Monday, November 23, 2020.

Roll Call Vote:
Motion passed (7-0)

BUSINESS AGENDA

DISCUSSION ON VILLAGE OPERATIONS DURING CURRENT COVID-19 HEALTH ORDER.

Wilson provided an overview of Village office operations, staffing, and park closures in response to the current health order. He stated there was a possibility that the order may be extended.

Ryan stated the MML was working with the state legislature to extend PA 228, allowing “no excuse” virtual meetings beyond December 31, 2020.

The Council discussed the closures at Beverly Park and potentially reopening the structures as along as social distancing guidelines are followed and mask requirements are in place.

Colleen Zammit, Beverly Hills, urged Council to reopen park facilities.

Chester Dawson, Beverly Hills, asked Council to open the park equipment and stated it is important for people’s mental and physical wellbeing.

Matt Goodrich, Beverly Hills, stated that he visited ten parks in nearby cities, all of which were open. He asked the Council to reopen the park facilities and to keep the sled hill open going forward.

The Council continued discussion about reopening facilities at Beverly Park and to continue to exercise caution. Suggestions included requiring face coverings, social distancing, maximum capacities, temperature checks, hand sanitizing stations, and more signage.

George summarized the sense of Council: the areas of Beverly Park that were closed at the November 17, 2020 Council meeting will be reopened and additional signage will be posted reflecting requirements of the recent State Health Order with respect to social distancing and face coverings in areas where people congregate (pavilion, play structure, and sled hill).

Roll Call Vote:

Abboud - No

George - Yes

Hrydziusko - Yes

Kecskemeti - Yes

Mooney - Yes

O’Gorman - Yes

Peddie - Yes

Motion passed (6-1)

SECOND ANNOUNCEMENT OF A VACANCY ON THE BIRMINGHAM AREA CABLE BOARD

James Delaney submitted his resignation from his position on the Birmingham Area Cable Board effective November 30, 2020, which leaves a vacancy for a partial term ending June 30, 2023.

The Cable Board meets the third Wednesday of the month at 7:45 a.m. The Board is currently meeting remotely via Zoom.

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

All interested and eligible residents of Beverly Hills are encouraged to apply to become a member of the Cable Board. Applications are available on the Village website or by emailing the Village Clerk at krutkowski@villagebeverlyhills.com. Please submit applications by December 7, 2020 for appointments to be made at the next meeting.

This constitutes the second announcement of the vacancy on the Birmingham Area Cable Board.

REVIEW AND CONSIDER REQUEST FROM PARKS & RECREATION BOARD TO HOST DECORATION INSTALLATION AT VILLAGE PARKS

Clerk Rutkowski and Parks & Recreation Board Chairperson Borgon provided an overview of the Board's request.

At their November 19, 2020 meeting, the Parks & Recreation Board considered a suggestion from a resident regarding a "Deck the Trails" holiday decoration installation at Beverly Park. Council heard the same suggestion at their November 17, 2020 regular meeting.

The Board seeks approval to purchase evergreen trees to be placed at Village parks and to encourage residents to decorate them for wintertime. Families can hang ornaments or other decorations at their leisure. The installation would last until the New Year, at which time residents can retrieve their decorations. A resident, Stephanie Jones, volunteered to help with the clean-up if decorations remain. The trees would then be chipped for the trail at Beverly Park in January.

The Board unanimously passed the following motion:

The Parks & Recreation Board recommends Council approves the Board's request to plan a holiday installation at parks throughout the Village for residents to decorate and enjoy. They also request the approval of the purchase of evergreen trees not to exceed \$500.00.

Abboud and Borgon clarified that any type of decoration would be allowed: any holiday, wintertime, etc.

Motion by Hrydziusko, second by Kecskemeti, be it resolved, the Beverly Hills Village Council approves the Parks & Recreation Board's request to plan and promote a holiday installation of evergreen trees to be decorated by residents at their leisure. Be it further resolved, the Council approves the purchase of evergreen trees in an amount not to exceed \$500.00. Funds are available in Account #101-751-956.00 (Parks & Recreation Miscellaneous Expense).

Roll Call Vote:

Abboud - No

George - Yes

Hrydziusko - Yes

Kecskemeti - Yes

Mooney - Yes

O'Gorman - Yes

Peddle - Yes

Motion passed (6-1)

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REVIEW AND CONSIDER REQUEST FROM PARKS & RECREATION BOARD TO PROMOTE SNOWMAN BUILDING AT VILLAGE PARKS, AS WEATHER PERMITS

Clerk Rutkowski and Parks & Recreation Chairperson Borgon provided an overview of the Board's request.

At their November 19, 2020 meeting, the Parks & Recreation Board discussed promoting winter activities in lieu of the traditional Winter Family Fun Day, given the ongoing COVID-19 pandemic. They would like to encourage residents to build snowmen at parks throughout the Village as weather permits. This would not be a planned event, rather, residents would build snowmen on their own time with members of their own household. It would be a nice recreational activity for residents to partake in and create a nice installment of snowmen for people traveling by.

The Board unanimously passed the following motion:

The Parks & Recreation Board requests approval from the Beverly Hills Village Council to allow them to promote residents build snowmen, as weather permits, at their leisure, in parks throughout the Village.

Motion by Hrydziusko, second by Kecskemeti, be it resolved, the Beverly Hills Village Council approves the Parks & Recreation Board's request to promote snowman building in parks throughout the Village to residents, at their leisure, as weather permits.

Roll Call Vote:

Abboud - No

George - Yes

Hrydziusko - Yes

Kecskemeti - Yes

Mooney - Yes

O'Gorman - Yes

Peddie - Yes

Motion passed (6-1)

REVIEW AND CONSIDER ANNUAL CONTRACT WITH NEXT FOR SENIOR SERVICES

Wilson provided an overview of the annual agreement with Next. Next is a non-profit organization that works to identify and meet the needs of older adults by coordinating community resources to provide educational, recreational, and social programs. Next provides supportive outreach services and volunteer opportunities to seniors in the Village of Beverly Hills and the greater Birmingham School District community. The Village of Beverly Hills does not currently provide these opportunities on its own.

Village Council approved funding in the Fiscal Year 2020-21 budget in the amount of \$43,375.00 for contract services for senior services. A contract with Next requesting funding and outlining the services it provides was provided to the Council for review.

Motion by Abboud, second by Mooney, be it resolved, the Village Council of Beverly Hills approves the funding request from Next in the amount of \$43,375.00 and authorizes Administration to sign the annual contract with Next for senior services. Funds for these services are available in account #101-747-891.

Roll Call Vote:
Motion passed (7-0)

PUBLIC COMMENTS

None.

MANAGER'S REPORT

Election Certification – Clerk Rutkowski received a notice of certification of the election of November 3rd from Oakland County Clerk Lisa Brown for both the Village Council election and the Millage Renewal. Clerk Rutkowski is contacting newly elected Council members to arrange a swearing in prior to the meeting.

Village December Newsletter – The Village newsletter for December has been completed and will be going out in the mail later this week.

Public Safety Radios – The Public Safety Department has notified me that Oakland County will be obtaining new police radios and moving to a different frequency over the next year. This will require the purchase of additional equipment for the Public Safety Department. There is a program where we may be able to save a lot on this additional purchase by paying now as opposed to later next year. Public Safety Administration is evaluating this option and may be coming forward with a request to secure this purchase now to save money.

Joint Senior Services Agreement – The Joint Senior Services Commission has been meeting for many months to address a formal agreement between The City of Birmingham, Villages of Beverly Hills, Franklin and Bingham Farms and Birmingham Public Schools. A draft agreement between the parties has been produced and reviewed by our boards and legal counsel(s). Birmingham City Manager Joe Valentine has been instrumental in leading this process. Joe has announced that he is retiring at the end of December. I believe the Birmingham City Commission will be taking the draft agreement up prior to his departure. I plan to review the draft with the Council President and bring it forward for Council's review and consideration as early as the meeting of December 15. The Council appointed Jim Delaney, Dorothy Pfeifer and Greg Burry to sit on the Joint Commission and all have been active in the development of this draft agreement.

Curbside Yard Waste Collection – Curbside yard waste collection will continue through the week of December 14th. SOCRRA is working on a plan by which residents can bring material to the SOCRRA facility after December 14th. We will make those details known as they are provided to us.

Village Calendar – 2021 Village Calendars will be going out in the mail to all residents soon.

COUNCIL COMMENTS

O'Gorman thanked Council for their kind words and looks forward to working with everyone. He would like to see increased community engagement and participation.

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Kecskemeti stated that she is grateful for the opportunity to serve on Council. She appreciates everyone who reached out and welcomed her. She appreciates residents' comments on the sewer issue and suggested creating a working group to address it.

Abboud welcomed the new Council members and congratulated George and Hrydziusko on their new roles. He gave an update on the MML's work on a bridge bill. He congratulated Rebekah Craft for her new role as Director of Baldwin Public Library and thanked outgoing Director Koschik for his service. He said his heart goes out to any resident who was impacted by flooding.

Peddie welcomed the new members to Council and congratulated George and Hrydziusko for being selected as President and President Pro-Tem.

Mooney welcomed the new Council members and stated they ran good campaigns. He looks forward to the leadership on Council.

Hrydziusko welcomed O'Gorman and Kecskemeti to Council. She thanked Peddie and Abboud for their leadership, congratulated George, and thanked everyone for selecting her as President Pro-Tem.

George welcomed the new Council members and congratulated Mooney on his reelection. He thanked the outgoing President and President Pro-Tem and thanked everyone for their support of his new role as President.

ADJOURNMENT

Motion by Abboud, second by Hrydziusko to adjourn the meeting at 9:28 p.m.

Motion passed.

John George
Council President

Kristin Rutkowski
Village Clerk



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 11/23/2020 THROUGH 12/07/2020.

ACCOUNT TOTALS:

101	GENERAL FUND	\$83,780.82
202	MAJOR ROAD FUND	\$105,488.12
203	LOCAL STREET FUND	\$12,500.45
205	PUBLIC SAFETY DEPARTMENT FUND	\$85,204.86
268	LIBRARY FUND	\$127,890.25
401	CAPITAL PROJECTS FUND	\$5,098.06
592	WATER/SEWER OPERATION FUND	\$85,886.96
	TOTAL	<u>\$505,849.52</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$505,849.52</u>
	GRAND TOTAL	<u>\$505,849.52</u>

User: JAY

CHECK DATE FROM 12/07/2020 - 12/07/2020

DB: Beverly Hills

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
12/07/2020	COM	82981	60217	AMAZON CAPITAL SERVICES	36.02
12/07/2020	COM	82982	31164	APOLLO FIRE APPARATUS	868.55
12/07/2020	COM	82983	01100	APOLLO FIRE EQUIPMENT	1,396.00
12/07/2020	COM	82984	51802	ARROW OFFICE SUPPLY CO.	72.20
12/07/2020	COM	82985	02100	BALDWIN PUBLIC LIBRARY	127,890.25
12/07/2020	COM	82986	51409	BEVERLY HILLS ACE	102.55
12/07/2020	COM	82987	30861	BLUE CARE NETWORK	36,012.98
12/07/2020	COM	82988	52071	BLUE CROSS BLUE SHIELD	37,227.00
12/07/2020	COM	82989	60377	BRYX INC.	750.00
12/07/2020	COM	82990	59347	CINTAS CORPORATION #31	21.19
12/07/2020	COM	82991	51439	COMCAST	43.09
12/07/2020	COM	82992	04500	COMEAU EQUIPMENT CO INC.	20,249.04
12/07/2020	COM	82993	32507	CONCENTRA MEDICAL CENTERS	418.00
12/07/2020	COM	82994	58820	CUMMINS BRIDGEWAY LLC	3,590.67
12/07/2020	COM	82995	59697	DETROIT ELEVATOR COMPANY	204.00
12/07/2020	COM	82996	60372	EAGLE LANDSCAPING & SUPPLY	39.22
12/07/2020	COM	82997	60189	EGLE	5,687.18
12/07/2020	COM	82998	59813	FIRE DEFENSE EQUIPMENT CO.	47.25
12/07/2020	COM	82999	53489	GREAT AMERICA FINANCIAL SVCS.	600.00
12/07/2020	COM	83000	60206	GREAT LAKES WATER AUTHORITY	949.78
12/07/2020	COM	83001	58625	HALT FIRE	170.12
12/07/2020	COM	83002	31202	HOME DEPOT CREDIT SERVICES	273.00
12/07/2020	COM	83003	08500	HUBBELL ROTH & CLARK INC	49,910.46
12/07/2020	COM	83004	58950	HYDROCOP	290.00
12/07/2020	COM	83005	59158	JASON'S OUTDOOR SERVICES LLC	250.00
12/07/2020	COM	83006	59324	JCR SUPPLY, INC.	205.26
12/07/2020	COM	83007	51350	LOU'S TRANSPORT INC.	2,396.46
12/07/2020	COM	83008	60376	MATTHEW BUSDIECKER	53.50
12/07/2020	COM	83009	60378	MICHAEL WEINER	8,000.00
12/07/2020	COM	83010	52030	MICHIGAN GRAPHICS & AWARDS	30.00
12/07/2020	COM	83011	59329	MICHIGAN INDEPENDENT DOOR COMPANY	1,000.00
12/07/2020	COM	83012	59243	NATIONAL HOSE TESTING SPECIALTIES	1,702.80
12/07/2020	COM	83013	59112	NEXT	1,422.00
12/07/2020	COM	83014	51799	NYE UNIFORM EAST	803.50
12/07/2020	COM	83015	51751	O.C.W.R.C.	33,807.83
12/07/2020	COM	83016	51472	OAKLAND COUNTY MUTUAL AID ASSOC.	3,300.00
12/07/2020	COM	83017	49769	OFFICE EXPRESS	211.87
12/07/2020	COM	83018	53279	PACIFIC TELEMAGEMENT	60.00
12/07/2020	COM	83019	60320	R&R ASPHALT	5,000.00
12/07/2020	COM	83020	59122	RAPID RESPONSE	69.99
12/07/2020	COM	83021	50451	ROBERT GINTHER	609.24
12/07/2020	COM	83022	49784	ROMA CEMENT	18,145.00
12/07/2020	COM	83023	16500	S.O.C.R.R.A.	34,690.00
12/07/2020	COM	83024	16600	S.O.C.W.A.	39,715.32
12/07/2020	COM	83025	60216	SAFE FLEET LAW ENFORCEMENT	760.00
12/07/2020	COM	83026	60366	STATE OF MICHIGAN	54,071.53
12/07/2020	COM	83027	31043	THOMAS J RYAN PC.	9,250.00
12/07/2020	COM	83028	38205	VERIZON WIRELESS MESSAGING	448.61
12/07/2020	COM	83029	53572	WOW! BUSINESS	598.06

COM TOTALS:

Total of 49 Checks:	503,449.52
Less 0 Void Checks:	0.00
Total of 49 Disbursements:	503,449.52

12/08/2020 11:12 AM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 12/08/2020 - 12/08/2020

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
12/08/2020	COM	83030	60373	JOSEPH J. ZAMBO	2,400.00
COM TOTALS:					
Total of 1 Checks:					2,400.00
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					2,400.00



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Third Announcement of Cable Board Vacancy

Date: December 10, 2020

There is a vacancy on the Birmingham Area Cable Board for a partial term ending June 30, 2023.

To date, the Village has not received any applications to fill the vacancy, so the deadline has been extended to December 28, 2020 with the intention of making the appointment at the following regular Village Council meeting.

All interested and eligible residents of Beverly Hills are encouraged to apply to become a member of the Cable Board. Applications are available on the Village website or by emailing the Village Clerk at krutkowski@villagebeverlyhills.com. Applications may be submitted via email, regular mail, or using the drop box located outside of the Village office (18500 W. 13 Mile Road, Beverly Hills, MI 48025).

The Cable Board meets the third Wednesday of the month at 7:45 a.m. The Board is currently meeting remotely via Zoom.



Beverly Hills Department of Public Safety

Memo

To: Village Manager Chris Wilson and Honorable Village Council

From: Director Torongeau

Date: 12/3/2020

Re: Oakland County Radio Equipment Purchase

Background

The Public Safety Department utilizes Harris radio equipment to communicate between officers and dispatch. Beverly Hills participates in a local agreement with Oakland County to operate on a network, replace and service existing equipment. The Harris radio equipment has reached the end of its life cycle. Harris no longer manufactures or repairs the equipment and new parts are unavailable. In 2019 Oakland County entered into a contract with Motorola to build a new network and replace existing equipment. The project is expected to be completed in 2022.

Purchase

Oakland County has agreed to cover the cost of replacing 80 percent of our existing radio equipment. Beverly Hills is responsible for the remaining 20 percent. Motorola has offered an additional 10 percent off the purchase price if a municipality agrees to purchase the equipment on or before 12/16/20. Motorola provided the attached quote which reflects the 10% savings (\$4,762.14). Motorola has agreed to extend the 5-year warranty from the date the equipment is placed in service. The quote reflects the State of Michigan contract (190000001544) pricing.

Resolution

It is recommended the Village Council approve this purchase agreement with Motorola Solutions, Inc. 1301 E. Algonquin Rd., Schaumburg, IL 60196 for radio equipment in the amount of \$47,621.35. The funds are available in account 205.345.981.00.



MOTOROLA

Date December 3, 2020
Prepared For: DC Howard Shock
Entity Beverly Hills Public Safety
18600 W 13 Mile Rd,
Beverly Hills, MI 48025
Phone 248-540-3410

hshock@beverlyhillspolice.com

Prepared BY: ED HORVATH
313-218-3450 Cell
edhorvath@comsourcemi.com

PROMOTIONAL PRICING

Equipment Details and Pricing

Item	Qty	Model	Description	MSRP	PROMO Disc. %	Unit Price	Total Price
APX6000XE PORTABLE RADIO							
1	6	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE-ENHANCED	\$ 3,026.00	40%	\$ 1,815.60	\$ 10,893.60
1A	6	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	40%	\$ 309.00	\$ 1,854.00
1B	6	H38	ADD: SMARTZONE OPERATION	\$ 1,200.00	40%	\$ 720.00	\$ 4,320.00
1C	6	Q361	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	40%	\$ 180.00	\$ 1,080.00
1D	6	QA00580	ADD: TDMA OPERATION	\$ 450.00	40%	\$ 270.00	\$ 1,620.00
1E	6	QA01771	ENH: ENHANCEMENT LEVEL 2	\$ 200.00	40%	\$ 120.00	\$ 720.00
1F	6	QA09006	ADD: ADAPTIVE NOISE SUPPRESSION	\$ 150.00	40%	\$ 90.00	\$ 540.00
1G	6	QA02006	ENH: APX6000XE RUGGED RADIO	\$ 800.00	40%	\$ 480.00	\$ 2,880.00
1H	6	H122	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A	\$ 24.00	40%	\$ 15.00	\$ 90.00
1I	6	Q887	ADD: 5Y ESSENTIAL SERVICE	\$ 206.00	0%	\$ 206.00	\$ 1,236.00
1J	6	H799	ADD: TEST RESULTS / RATED AUDIO PRINTOUT	\$ 10.00	40%	\$ 6.00	\$ 36.00
1K	6	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	40%	\$ 444.00	\$ 2,664.00
1L	6	QA09001	ADD: WIFI CAPABILITY	\$ 300.00	40%	\$ 180.00	\$ 1,080.00
1M	6	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	\$ -	40%	\$ -	\$ -
1N	6	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	\$ 5.00	40%	\$ 3.00	\$ 18.00
1O	6	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$ 799.00	40%	\$ 479.40	\$ 2,876.40
APX6000XE PORTABLE RADIO SUB TOTAL				\$ 8,725.00		\$ 5,318.00	\$31,908.00
APX6000 XE ACCESSORIES							
2	6	PMLN6802	MOLDED NYLON CARRY CASE W/SWIVEL	\$ 55.00	35%	\$ 35.75	\$ 214.50
3	3	NNTN8844A	MULTI-UNIT, IMPRES 2, 6-DISP,	\$ 1,375.00	35%	\$ 893.75	\$ 2,681.25
4	7	NNTN7624C	VEHICULAR CHARGER PERMANENT MOUNT	\$ 565.00	35%	\$ 339.00	\$ 2,373.00
5	6	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	\$ 169.00	35%	\$ 109.85	\$ 659.10
6	6	NNTN8575ABLK	IMPRES XE RSM XT CABLE BLACK	\$ 538.00	35%	\$ 349.70	\$ 2,098.20
APX6000 PORTABLE ACCESSORIES SUB TOTAL							\$8,026.05

APX6500-03 MOBILE RADIO

Ed Horvath
ComSource Inc
41271 Concept Dr.
Plymouth, MI 48170
313-218-3450 Cell
734-459-0769 Fax

7	1	M25URS9PW1BN	APX 6500 700/800 MHZ-ENHANCED	\$ 2,738.00	40%	\$ 1,642.80	\$ 1,642.80
7A	1	G806	ENH: ASTRO DIGITAL CAI OP APX	\$ 515.00	40%	\$ 309.00	\$ 309.00
7B	1	G51	ENH: SMARTZONE OPERATION APX6500	\$ 1,200.00	40%	\$ 720.00	\$ 720.00
7C	1	G361	ENH: P25 TRUNKING SOFTWARE APX	\$ 300.00	40%	\$ 180.00	\$ 180.00
7D	1	GA00580	ADD: TDMA OPERATION APX	\$ 450.00	40%	\$ 270.00	\$ 270.00
7E	1	GA01771	ENH: ENHANCEMENT LEVEL 2	\$ 200.00	40%	\$ 120.00	\$ 120.00
7F	1	G72	ADD: O3 CONTROL HEAD	\$ 946.00	40%	\$ 567.60	\$ 567.60
7G	1	W116	ADD: EXTERNAL ALARM RELAY AND CABLE	\$ 75.00	40%	\$ 45.00	\$ 45.00
7H	1	G444	ADD: APX CONTROL HEAD SOFTWARE	\$ -	40%	\$ -	\$ -
7I	1	G67	ADD: REMOTE MOUNT APXM	\$ 297.00	40%	\$ 178.20	\$ 178.20
7J	1	G335	ADD: ANT 1/4 WAVE 762-870 MHZ	\$ 14.00	40%	\$ 8.40	\$ 8.40
7K	1	W432	ADD: AUXILARY SPKR 13W (3.2OHM)	\$ 71.50	40%	\$ 42.90	\$ 42.90
7L	1	GA00235	ADD: NO GPS ANTENNA NEEDED	\$ -	40%		
7M	1	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$ 246.00	0%	\$ 246.00	\$ 246.00
7N	1	G799	ADD: PRINTED TEST RESULTS APX	\$ 10.00	40%	\$ 6.00	\$ 6.00
7O	1	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	40%	\$ 444.00	\$ 444.00
7P	1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$ 799.00	40%	\$ 479.40	\$ 479.40
7Q	1	GA01579AB	ADD: COVERT WIFI GLASSMOUNT	\$ 70.00	40%	\$ 42.00	\$ 42.00
7R	1	GA09001	ADD: WI-FI CAPABILITY	\$ 300.00	40%	\$ 180.00	\$ 180.00
7S	1	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING		40%	\$ -	\$ -
7T	1	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	\$ 30.00	40%	\$ 18.00	\$ 18.00
7U	1	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	\$ 5.00	40%	\$ 3.00	\$ 3.00
APX6500 MOBILE RADIO SUB TOTAL						\$ 5,502.30	\$ 5,502.30
INSTALLATION SERVICES							
8	1	LSV00Q00203A	DEVICE INSTALLATION-MOBILE RADIO			\$ 435.00	\$435.00
9	7	LSV00Q00203A	DEVICE INSTALLATION-VEHICLE CHARGER			\$ 250.00	\$1,750.00
INSTALLATION SUB TOTAL							\$2,185.00
SYSTEM GRAND TOTAL							\$47,621.35

NOTES: CUSTOMER IS RESPONSIBLE FOR PAYING ANY APPLICABLE USER FEES TO OAKLAND COUNTY AND/OR MPSCS.

1. Quotes are **exclusive** of installation and programming charges unless expressly stated herein.
2. Prices quoted are exclusive of all applicable Federal Excise Taxes, State Sales and Use Taxes.
3. Prices are valid UNTIL 12/16/20.
4. Standard Equipment Warranty Applies Unless Otherwise Specified
5. Standard Terms are: Net 30 Days from shipment
6. Shipment is approximately 2-4 weeks from receipt of order.
7. Prices are based on State of Michigan Contract # 190000001544

Ed Horvath
ComSource Inc
41271 Concept Dr.
Plymouth, MI 48170
313-218-3450 Cell
734-459-0769 Fax

8. The purchase order will need to provide payment terms (Net 30), shipping address

Law Office of Thomas J. Ryan, P.C.
2055 Orchard Lake Road, Sylvan Lake, MI 48320
(248)334-9938

To: Chris Wilson, President John George and Village Council
From: Thomas J. Ryan, Village Attorney
Date: December 10, 2020
Re: WOW Cable Franchise Renewal

Dear Chris, John and Village Council,

In approximately May 2010, the Village of Beverly Hills entered into a franchise agreement with Wide Open West (WOW) pursuant to the Uniform Video Service Provider Act to provide cable and telecommunication services to the Village of Beverly Hills. That Agreement has now expired. WOW is requesting a renewal of its franchise.

For the past 10 years WOW has been operating as one of the three service providers in the Village of Beverly Hills, monitored by the Birmingham Area Cable Board. Provisions of the Agreement are universal throughout the state of Michigan pursuant to State legislation. Under this renewal, the Village would insist upon receiving its 5% franchise fee (Section VI A ii) based on the revenue collected, as defined in the Franchise Agreement. As to Public Education and Access Fees (Section VIII A ii), we would include an additional 2% for PEG fees, which have been received from WOW and our other two providers. WOW is requesting an additional 10 year renewal with the approval by the Village Council in December 2020.

The steps prior to this coming to Council are that the Village received the Agreement on approximately November 25, 2020. Pursuant to the State statute, the Village has 15 days to indicate whether the Agreement is deemed to be complete. By a copy of my letter and email of December 9, 2020, I have informed WOW that the application is complete in consultation with the Village Manager.

The reason why this matter is before the Village Council is that there is a tight time framework for approval by a local community pursuant to State law.

The Village has 30 days to act upon the Agreement after receipt. Thus, this Council meeting being early in the month, and us not having another Council meeting until January 2021, it is incumbent upon the Village Council to act at its December 15th meeting for this Agreement to be effective. This Agreement, as amended with the 5% franchise fees and 2% PEG fees, is consistent with the two other agreements with our two other service providers.

This Agreement, as amended is recommended for approval by the Village Council. This resolution to approve the Michigan Uniform Video Service Local Franchise Agreement with Wide Open West would be effective December 15, 2020 and would and authorize the President and Village Clerk to sign the Agreement on behalf of the Village.

I would be pleased to answer any questions.

Respectfully submitted,

Thomas J. Ryan
Village Attorney

LAW OFFICES
THOMAS J. RYAN, P.C.

2055 ORCHARD LAKE ROAD
SYLVAN LAKE, MICHIGAN 48320

TELEPHONE (248) 334-9938
FAX (248) 858-8508

THOMAS J. RYAN

December 9, 2020

Mr. Terrell Priester (Via Email terrell.priester@wowinc.com and US Mail)
32650 North Avis Dr.
Madison Heights, MI 48071

Re: Village of Beverly Hills Notice of Completeness to WideOpen West

Dear Mr. Priester:

Pursuant to the mandates of 2006 Public Act 480, M.C.L.A. §484.3301 *et seq.*, known as the Uniform Video Services Local Franchising Act, the Village of Beverly Hills provides you with the following notification. The Village received the "Uniform Video Service Local Franchise Agreement" and "Attachment 1- Uniform Video Service Local Franchise Agreement" on November 25, 2020. The Village provides you this Notice of Completeness on December 9, 2020 the 10th business day after receiving the above referenced Agreement and Attachment.

Upon review of the "Uniform Video Service Local Franchise Agreement" and "Attachment 1- Uniform Video Service Local Franchise Agreement", and upon review of Section 3 of M.C.L.A. §484.3301 *et seq.*

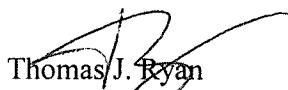
- ☒ The "Uniform Video Service Local Franchise Agreement" and "Attachment 1- Uniform Video Service Local Franchise Agreement" are determined to be complete pursuant to the mandates of the statute.
- ☐ The "Uniform Video Service Local Franchise Agreement" and "Attachment 1- Uniform Video Service Local Franchise Agreement" are determined not be complete pursuant to the mandates of the statute.

Be advised that while the "Uniform Video Service Local Franchise Agreement" and "Attachment 1" are deemed to be administratively complete, we are recommending that the Village of Beverly Hills requires Section VI A. ii Franchise Fees in the amount of 5% and PEG Fees pursuant to Section VIII of the Agreement to be in the amount of 2% of gross revenues, as this is the amount of Franchise Fees and PEG Fees paid by the incumbent provider. The Resolution will go before Village Council on December 15, 2020 for approval and will be forwarded to you upon approval.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Thomas J. Ryan, P.C.


Thomas J. Ryan
Village Attorney

TJR/lp

cc: Mr. Chris Wilson, Village Manager

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 241-2400

Questions should be directed to the Service Quality Division, Michigan Public Service Commission at (517) 2416100.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Beverly Hills, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Michigan, LLC, a Delaware corporation doing business as WOW Internet Cable Phone.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. ~~If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under~~ **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising

Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.

B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
 - B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
 - C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
 - D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.

- ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
 - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the

Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the

audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. ~~Provider shall maintain a local or toll-free telephone number for customer service contact.~~
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Village of Beverly Hills:

Village of Beverly Hills

18500 W 13 Mile Rd

Beverly Hills, MI 48025

Attn: Chris Wilson, Village Manager

Fax No.: 248-646-3703

WideOpenWest Michigan, LLC

32650 North Avis Dr.

Madison Heights, MI 48071

Attn: Terrell Priester

Fax No.: 248-677-9021

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.
- F. See attached Exhibit 2.

Exhibit 2

Uniform Video Service Local Franchise Agreement
Between the Village of Beverly Hills, Michigan and WideOpenWest Michigan, LLC

The Franchising Entity and Provider agree to add the following to Section XVI of the Franchise Agreement:

"F. The Franchising Entity agrees that, during the Term of the Franchise Agreement, Provider shall have the ability to conduct door to door solicitations, so long as Provider complies with the requirements of the Village of Beverly Hills Ordinances, Chapter 32- Solicitors, in effect as of the date the Franchise Agreement is issued."

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Village of Beverly Hills, a Michigan Municipal Corporation

WideOpenWest Michigan, LLC, a Delaware corporation doing business as WOW! Cable Internet Phone

By
Chris Wilson
Print Name
Village Manager
Title
18500 W 13 Mile Rd
Address
Beverly Hills, MI 48025
City, State, Zip
248-646-6404
Phone
248-646-3703
Fax
cwilson@villagebeverlyhills.com
Email

By
Terrell Priester
Print Name
Senior Director of Operations
Title
32650 North Avis Dr.
Address
Madison Heights, MI 48071
City, State, Zip
248-677-9080
Phone
248-677-9021
Fax
terrell.priester@wowinc.com
Email

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: November 20, 2020		
Applicant's Name: WideOpenWest Michigan, LLC d/b/a WOW! Internet Cable Phone		
Address 1: 32650 North Avis Dr.		
Address 2:		Phone: 248-677-9080
City: Madison Heights	State: MI	Zip: 48071
Federal I.D. No. (FEIN): 04-3561701		

Company executive officers:

Name(s): Teresa Elder, Henry Hryckiewicz, Shannon Campain, Don Schena, Bill Case, David Burnick & John Rego
Title(s): CEO,CTO, CCO, CXO, CIO,CHRO & CFO

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

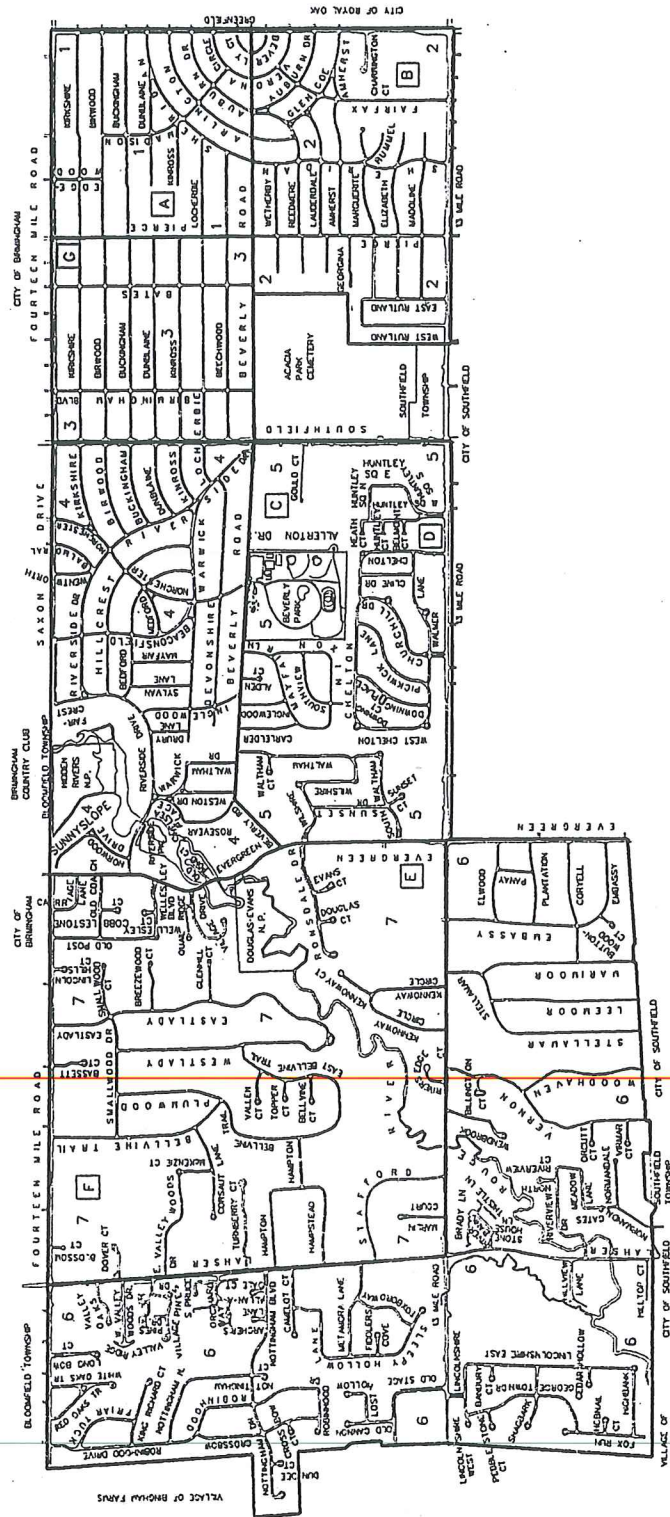
Name: Terrell Priester		
Title: Senior Director of Operations		
Address: 32650 North Avis Dr.; Madison Heights, MI 48071		
Phone: 248-677-9080	Fax: 248-677-9021	Email: terrell.priester@wowinc.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Refer to the set of area system prints provided in this package.

Exhibit 1

Boundary limits for Beverly Hills, Michigan



[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: October 2010

For All Applications:

***Verification
(Provider)***

I, Terrell Priester, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Terrell Priester, Senior Director of Operations	
Signature:	Date:

(Franchising Entity)

Bellevue Township, a Michigan municipal corporation

By
Chris Wilson
Print Name
Village Manager
Title
18500 W 13 Mile Rd
Address
Beverly Hills, MI 48025
City, State, Zip
248-646-6404
Phone
248-646-3703
Fax
cwilson@villagebeverlyhills.com
Email
Date



To: Honorable President George; Village Council Members
Chris Wilson, Village Manager

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Council Liaison Assignments

Date: December 11, 2020

President George has received information regarding Council Liaison assignments for the various Boards and Commissions and he is currently working on those assignments. The list will be sent to Council by the close of business on Monday, December 14, 2020.

VILLAGE MANAGER'S REPORT
CHRIS D. WILSON
DECEMBER 11, 2020

Joint Senior Services Agreement – I have attached for your review a copy of a draft agreement from the Joint Senior Services Agreement as drafted earlier this year. This agreement would formalize an arrangement between the Villages of Beverly Hills, Bingham Farms, Franklin, the City of Birmingham and Birmingham Public Schools for the provision services to the areas Senior Citizens. It would establish a Board of the member municipalities to oversee the provision of Senior Services in our communities. It would not replace the NEXT Board. It would be the intent of the Board to continue to utilize NEXT in its current form to provide services to our senior citizens. Through adopting this agreement, the member communities would formalize our funding and participation in the provision of senior services beyond or current levels or commitment and participation which are subject to the annual budget process of the governing body in each member community. It is my understanding that the Village of Franklin will take up this agreement at their meeting on December 14th. If there are not objections, I would like to bring this forward for Council's consideration at the meeting of January 5th. I would be happy to address any questions.

Village Operations During Current COVID Regulations – As I am sure you are aware, the previous 3 week set of COVID regulations implemented by the Michigan Department of Health has been extended through Sunday, December 20th. The Village has already modified its office schedule and is prepared to do so through the end of the month if so required. Village Staff has been able to maintain normal operations throughout this period. I expect the Legislature to make some decision regarding meetings of public bodies beginning January 1, 2021 should the existing regulations be extended beyond the end of this month. I will update Council as soon as these changes are known.

Office Holiday Schedule – Village Offices will be completely closed on Thursday and Friday December 24th and 25th as well as Thursday, December 31st and Friday January 1st. Trash service will not be interrupted in the Village over the Holidays.

Yard Waste – The week of December 14th will be the last week of curbside yard waste pickup. Beginning December 21st, SOCRRA will allow residents to bring up to ten (10) bags of yard waste to the SOCRRA facility on Coolidge. This will continue through the end of March. No appointments will be necessary, but residents will need to show ID as this will only be available to residents of SOCRRA communities.

INTERLOCAL AGREEMENT
JOINT SENIOR SERVICES

This Interlocal Agreement is entered into as of the ____ day of _____, 2020, by and between the Village of Beverly Hills, a Michigan municipal corporation located at 18500 W. Thirteen Mile Road; the Village of Bingham Farms, a Michigan municipal corporation located at 24255 Thirteen Mile Road, Suite 190; the City of Birmingham, a Michigan municipal corporation located at 151 Martin Street; and the Village of Franklin, a Michigan municipal corporation located at 32325 Franklin Road.

WHEREAS, this Interlocal Agreement is for the governmental units which are parties hereto to join together to establish a Commission for the purposes set forth herein pursuant to and under the authority of the Urban Cooperation Act, Act 7 of the Public Acts of 1967, amended; Act 39 of the Public Acts of 1976, as amended; Act 35 of the Public Acts of 1951, as amended and Act 150 of the Public Acts of 1923, as amended.

WHEREAS, the current facility located at 2121 Midvale, Birmingham, Michigan that is used as an Active Adult Activity Center is provided in-kind by the Birmingham Public Schools in partnership with the member communities as an element of continuing education. The current arrangement date January 2019 outlining this arrangement is appended as Exhibit A to this Agreement.

IT IS AGREED AS FOLLOWS:

ARTICLE I – PURPOSE

The purpose of this Interlocal Agreement is to establish an Active Adult Commission to provide activities and services for older persons, defined as those individuals fifty (50) years of age or older residing in the governmental units which are parties to this Agreement. The activities and services to be provided shall include, but are not limited to, transportation and actions directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, and mobility status of older persons. This Commission may also include the joint ownership and operation of an Active Adult Activity Center.

The Active Adult Commission shall serve as a policy-making body and engage an Executive Director who shall be charged with managing the day-to-day operations of the organization and reporting directly to the Active Adult Commission.

ARTICLE II – ACTIVE ADULT ACTIVITY CENTER

Should the parties wish to secure a facility to own and/or operate an Active Adult Activity Center, each governmental body shall, by resolution, confirm their commitment to this effort and its respective funding. Upon approval of the required funding necessary to secure and/or construct an Active Adult Activity Center, the Commission may contract, own, operate

and manage a joint Active Adult Activity Center to provide activities and services for older persons in accordance with its Purpose. Upon approval by the governmental bodies, the Commission shall have the authority for the purpose of acquisition of a site and building or the acquisition of a site and construction of a building, as the parties hereto may agree to in the future. The contribution of funds for this purpose shall also serve as the allocation for distribution in the event of dissolution of the Commission.

ARTICLE III – ACTIVE ADULT COMMISSION

SECTION 1. CREATION OF AN ACTIVE ADULT COMMISSION.

Upon the signing of this Agreement by the parties hereto and the filing of it with the Oakland County Clerk and upon or after the effective date of this Agreement, the Active Adult Commission shall be created as a separate public corporation pursuant to the statutory authority cited herein, with the powers, functions and duties provided in this Agreement and by law.

SECTION 2. NAME.

The initial name of the governing body shall be the Active Adult Commission. The Commission may recommend a new name. Upon approval of a new name, the parties hereto shall enter into a written Amendment of this Agreement and file it with the Oakland County Clerk, which filing shall have the effect of changing the name.

SECTION 3. MEMBERSHIP OF COMMISSION.

- A. The Commission shall be composed of a total of Seven (7) members with representation from each respective governmental body. The allocation, as consistent with Section F below, shall be as follows:
 - 1.) Three (3) members-at-large from the City of Birmingham.
 - 2.) Two (2) members-at-large from the Village of Beverly Hills.
 - 3.) One (1) member-at-large from the Village of Bingham Farms.
 - 4.) One (1) member-at-large from the Village of Franklin.
- B. The Village Councils and City Commission shall, by Resolution, appoint its members, who shall serve at the pleasure of the respective Village Councils and City Commission and may be removed by Resolution of the respective Village Councils and City Commission at any time, with or without cause. The timing for the appointment of members should be determined by the Village Councils and City Commissions, but not later than sixty (60) days after the effective date of this Agreement.

- C. Commission members shall serve for a term of three (3) years, not exceeding two (2) terms. The terms shall commence as follows:
- 1.) Three (3) members-at-large from the City of Birmingham. Initial appointments shall be for one year, two year and three year terms respectively for establishing an interval of future appointments. Going forward all terms shall be three years.
 - 2.) Two (2) members-at-large from the Village of Beverly Hills. Initial appointments shall be for two year and three year terms respectively for establishing an interval of future appointments. Going forward all terms shall be three years.
 - 3.) One (1) member-at-large from the Village of Bingham Farms.
 - 4.) One (1) member-at-large from the Village of Franklin.
- D. Any vacancy on the Commission arising for any reason shall be filled by appointment within thirty (30) days of the vacancy, for the remainder of the unexpired term. In the event the Commission stands as an even number, the highest populated governmental body will receive an additional Commission member, to be appointed by that governmental body. This Commission member shall serve until its position is no longer necessary to establish an odd number on the Commission, not exceeding the term limit listed in this Section.
- E. Members of the Commission shall serve without compensation.
- F. The allocation of Commission members for each party hereto shall be determined according to the following population amounts: governmental bodies with populations over 20,000 shall receive three (3) commission members; governmental bodies with populations between 10,000 and 19,999 shall receive two (2) commission members; and governmental bodies with populations under 10,000 shall receive one (1) commission member.
- G. If potential new members wish to join as a party to this Interlocal Agreement following its execution, they shall submit a written request to the Commission at its Registered Office. The Commission shall then consider such request at a future meeting. The Commission shall consider the related demands on services and costs to the organization in relation to the revenues and benefits from such change. Upon conclusion of its review and analysis, the Commission shall advise each governmental unit of its recommendation. Should the Commission agree to recommend new membership under this Agreement, it shall provide such recommendation with related analysis to the governmental units to amend this Agreement by a majority vote of the existing governmental units. New membership shall begin either in January or July and would be prorated accordingly based on the time of the fiscal year.

SECTION 4. OFFICERS.

- A. The Commission shall elect at its first meeting of each year, from its membership, a Chairperson, Vice Chairperson and Secretary, who shall hold office for terms of one (1) year, and until a successor is appointed, or until a resignation or removal.
- B. Vacancies in any office shall be filled by the Commission within thirty (30) days of the vacancy, for the remainder of the unexpired term.
- C. The Chairperson shall preside at all meetings of the Commission and shall have all privileges and duties of a Commission member. The Vice Chairperson shall preside at all meetings of the Commission at which the Chairperson is absent. The Secretary shall keep or cause to be made, all non-financial records, reports and minutes required by this Agreement and applicable law and shall be charged with assuring compliance with the Open Meetings Act and the Michigan Freedom of Information Act.

SECTION 5. MEETINGS.

- A. The Commission shall meet at least four times a year and shall at its first meeting of each year establish a regular meeting schedule which shall be posted at the offices of the parties hereto in similar form and within similar times as required by law for governmental meeting schedules.
- B. Special meetings of the Commission may be called by the Chairperson, or in the absence of the Chairperson, by the Vice Chairperson.
- C. Each Commission member shall receive five (5) days written notice of all regular meetings and two (2) days written notice of all special meetings. All notices of all meetings shall be posted as required by the Michigan Open Meetings Act.
- D. All meetings of the Commission shall in every respect, conform with the requirements of the Open Meetings Act, Act 267 of 1976, as amended.

SECTION 6. QUORUM.

In order to conduct business, a quorum must be present which shall consist of a majority of the Commission.

SECTION 7. VOTING.

A majority of the Commission shall be necessary for the Commission to take any official action at a regular or special meeting.

SECTION 8. MINUTES.

Complete written minutes of all Commission meetings shall be kept in compliance with the applicable provisions of the Michigan Open Meetings Act, copies of which shall be sent to all Commission members and the municipal Clerk of each of the parties hereto as soon as reasonably possible following a Commission meeting.

SECTION 9. RULES.

Robert's Rules of Order, when not in conflict with this Agreement or any rules the Commission may adopt, shall govern all meetings.

SECTION 10. REGISTERED OFFICE.

The initial registered office of the Commission shall be the office of _____ . The Commission may designate another location as the registered office.

SECTION 11. PRIVILEGES AND IMMUNITY FROM LIABILITY.

All of the privileges and immunities from liability, and exemptions from law, ordinances and rules, which apply to the activity of officers, representatives, members, agents and employees of the parties hereto shall apply to the same degree and extent to the performance of such functions and duties of such officers, representatives, members, agents and employees of the Commission under this Agreement.

ARTICLE IV – POWERS

SECTION 1. GENERAL POWERS.

The Commission shall have the following powers, authority and obligations:

- A. Subject to the approval of the governing bodies of each of the parties hereto, the Commission may purchase, lease, construct, own, receive, exercise right of dominion over and hold in its own name, property, including land, buildings and appurtenances for the express purpose of providing adult services and operating an Active Adult Activity Center.
- B. Subject to the approval of the governing bodies of each of the parties hereto, the Commission may contract with any other governmental units, public agencies, or private persons or organizations, as appropriate, to carry out Commission functions or fulfill Commission obligations. Approval of the governing bodies of the parties hereto shall not be required for a contract with private persons or organizations when the contract involves less than \$_____ in expenditures, or is an employment contract or for a purchase authorized in the current approved fiscal year budget, as provided herein.

- C. Hire and employ a director and such other personnel as may be determined necessary, who shall serve at the pleasure of the Commission, subject to applicable law.
- D. Accept funds, grants, voluntary work, or other assistance, to carry out Commission functions and obligations, from any source, public or private, including, but not limited to, local government funding of specific projects, state and federal grants and private donations. Any application for grants or other public funding shall be communicated to the parties hereto prior to submittal.
- E. Operate and establish policy and rules governing the use of providing adult services and operating an Active Adult Activity Center not inconsistent with State or local law.
- F. Conduct in its own name a transportation program for older persons and disabled persons in the governmental units which are parties hereto.
- G. Conduct and carry out any program, activity or function which advances and directly relates to the purposes expressed in Article I.

SECTION 2. LIMITATIONS ON AUTHORITY.

The Commission shall have no power or authority to levy any type of tax within the governmental units which are parties hereto or to issue any type of bond in its name, or in any way indebt any of the parties hereto. The Commission shall not interfere with the day-to-day operations of providing services or operating an Active Adult Activity Center as this authority and responsibility will reside with the director.

SECTION 3. INSURANCE.

The Commission shall obtain policies of insurance, as part of its budget, for comprehensive liability and property damage, workers' compensation, the construction and operation of providing adult services and operating an Active Adult Activity Center, and other appropriate and necessary purposes. The Commission shall have the parties hereto named as "named insureds", on the comprehensive liability and property damage insurance policy.

ARTICLE V – FINANCE

SECTION 1. FISCAL YEAR.

The fiscal year of the Commission shall be from July 1st through June 30th each year.

SECTION 2. ANNUAL BUDGET.

Each year the Commission shall develop an annual budget in such detail as required by Act 2 of the Public Acts of 1968 of the State of Michigan as amended from time to time, which shall include all sums necessary to carry on the programs and services authorized herein for active adults, including transportation, education, activities and operation of an Active Adult Activity Center, etc.

Annually, by January 31st of each year, a budget request shall be submitted to the City Clerk of each of the parties for consideration of funding allocations in the coming fiscal year which shall outline the programs to be carried on for the ensuing year, together with the costs projected for those programs. Upon the approval of a budget, the Commission shall be bound to carry on only such programs and expend such funds as approved in the budget for the ensuing year by the parties hereto who are participating in this Agreement.

Should a separate funding source be used to fund the activities of the Commission, this section shall be amended accordingly.

SECTION 3. ADMINISTRATION.

The Commission may engage an Executive Director and related staff to manage the day-to-day operations to fulfill its purpose consistent with its annual approved budget. The Executive Director shall have the authority to manage the daily operations and shall report regularly to the Commission. The Executive Director and staff are not employees of the governmental units who are parties to this agreement.

ARTICLE VI – ON – GOING RESPONSIBILITIES & DISSOLUTION

SECTION 1. PARTICIPATION.

The parties hereto agree that they will participate in the activities and programs and provide funds on an on-going basis consistent with existing funding contributions currently made to Birmingham NEXT for these services for fiscal year 2020-2021 unless or until terminated in accordance with this Agreement. The parties may annually adjust these funding contributions during each subsequent fiscal year as approved by the municipal governing bodies. These funds are intended to supplement revenue income from the Commission's activities.

<u>Community</u>	<u>Population (2018 Est.)*</u>	<u>2019 SEV**</u>	<u>Percentage of SEV</u>	<u>Contribution Amount</u>	<u>Percentage of Contribution</u>
Birmingham	21,322	3,192,674,170	68%	\$107,944	67%
Beverly Hills	10,410	800,972,340	17%	\$38,375	24%
Bingham	1,152	205,360,240	5%	\$4,290	3%

Farms					
Franklin	3,255	443,872,130	10%	\$10,000	6%

*www.worldpopulationreview.com or U.S. Census, if available.

**2019 Oakland County Equalization Report

SECTION 2. DETERMINATION OF PARTICIPATION.

The parties hereto may terminate its membership only by giving six (6) months written notice to the Commission and the governing bodies of the parties hereto, no later than January 1 of any year in which such termination shall be effective. If notice of termination is given, that party shall remain liable for all obligations incurred by it pursuant to this Agreement, prior to the actual termination and according to the budget obligations approved for that fiscal year.

SECTION 3. ALTERNATE FUNDING

The parties hereto agree that the local municipalities have sole control of the choice of the funding source consistent with the proportions approved by the governing body in each governmental unit. These proportions may change from time to time (depending upon the percentage of the state equalized value and the number of participants) to finance transportation, programs, activities and services for active adults, and to operate equipment and maintain the Adult Activity Center to the extent of the maximum authorized millage rate pursuant to state law on each dollar of state equalized value for taxable property in the Villages and City.

The parties acknowledge the communities have the sole authority to fund the obligations created herein with whatever means they deem appropriate which includes, but is not limited to a senior millage, contributions from other revenue sources, bonding, or CBDG funds.

In the event that a governmental body has not approved a similar millage proposition, that governmental unit's on-going funding of the Commission's activities and programs shall be determined on a yearly basis equal to the proposed millage allocation. In the alternative, the Commission may set as a reasonable yearly membership fee for that governmental unit's residents which is equitable in regard to the benefits derived from the various programs by that governmental unit's residents. The governmental body participating in this membership option may continue to appoint a member or members to the Commission, as established by Article III, who shall have full voting rights.

SECTION 4. DISSOLUTION.

Upon three (3) of the parties hereto terminating participation in this Agreement, the termination shall cause a dissolution of the Commission. Any such assets shall be distributed to the Villages of Beverly Hills, Bingham Farms, Franklin and the City of Birmingham, according to a percentage determined by their initial contributions for the acquisition of land, property and/or

construction of a building as set forth in Article II. As to any assets which may not be so divided or distributed, the parties hereto shall cause an appraisal to be conducted and the assets sold at a value at or above the appraisal value. Upon the sale, the funds derived shall be distributed to the parties hereto according to their percentage interest as it established in Article VI.

SECTION 5. REPORTING.

The Commission shall submit an annual report to the respective communities detailing membership amounts, programming participation, activities and services accomplished and funded by the budget, and any other relevant reporting items requested.

ARTICLE VII – MISCELLANEOUS PROVISIONS

SECTION 1. AMENDMENTS.

This Agreement may be amended in whole or in any part by written agreement of all of the parties who are parties to the Agreement at the time of any Amendment.

SECTION 2. APPLICABLE LAWS.

The Commission shall fully comply in all activities with applicable local, state and federal laws, regulations, grant conditions and contract provisions.

SECTION 3. STATE APPROVAL.

As soon as reasonably practicable after the effective date of this Agreement, this Agreement shall be officially submitted to the office of the Governor for approval pursuant to the Urban Cooperation Act of 1967.

SECTION 4. EFFECTIVE DATE.

This Agreement shall be in full force and effect and the Commission shall be considered as established as an operating public corporation on the date this Agreement is signed by all parties and a copy is filed with the Oakland County Clerk.

SECTION 5. DURATION.

This Agreement shall remain in effect and continue on an indefinite basis and shall only be terminated according to the terms hereof.

SECTION 6. EFFECT OF AGREEMENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the residents of each of the governmental units hereof.

VILLAGE OF BEVERLY HILLS

By: _____

VILLAGE OF BINGHAM FARMS

By: _____

CITY OF BIRMINGHAM

By: _____

VILLAGE OF FRANKLIN

By: _____

Beverly Hills Public Safety Activity Report

November 24th – December 10th, 2020

- The Public Safety Department is currently looking for applicants for Public Safety Officer. Please visit our website, www.beverlyhillspolice.com to see if you qualify.
- The Public Safety Department is happy to announce the hiring of Public Safety Officer Vito Salvaggio a four year veteran with the Detroit Fire Department who just graduated from the Oakland Police Academy. PSO Salvaggio will be entering into the probationary stages of his career. PSO Salvaggio is also a paramedic certified by the State of Michigan. Congrats to PSO Salvaggio, we welcome you.
- For more information on Coronavirus Disease 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>

Whitmer proclaims December as Impaired Driving Prevention Month

Gov. Gretchen Whitmer has proclaimed the month of December as Impaired Driving Prevention Month.

The Governor's Office announced the proclamation Tuesday morning, and said that it's a reminder to Michiganders that preventing impaired driving deaths and injuries is every driver's responsibility.

"Every Michigander deserves to drive on our roads safely," said Whitmer. "We all have a personal responsibility to keep one another safe. During this month and beyond, I encourage everyone to protect our families, friends, and neighbors by driving responsibly."

According to a press release from the Governor's Office, the 2019 Michigan Annual Drunk Driving Audit by the Michigan State Police reports that 41.9% of all fatal crashes involved alcohol, drugs or both. The National Association of Drug Court Professionals recognizes December as one of the most dangerous months because of an increase in impaired driving.

CALLS FOR SERVICE

- 213 Calls for Service.
- 4 Tickets issued.
- 67 Property checks.
- 3 Arrests.
- 4 Operation Medicine Cabinet.
- Gun Permit.
- 4 Alarms on 13 Mile Rd.
- Peace Officer on 13 Mile Rd.
- 2 Traffic Accidents on 13 Mile Rd.
- 5 Medicals on 13 Mile Rd.
- Reckless Driving on 13 Mile Rd.
- Fraud on 13 Mile Rd.
- Motorist Assist on 13 Mile Rd.
- Citizen Assist on 13 Mile Rd.
- Assist Michigan Department of Corrections.
- Assist Franklin-Bingham PD with an accident on 13 Mile Rd.
- Fire Alarm on Lahser.
- Motorist Assist on Lahser.
- Suspicious Circumstance complaint on Lahser.
- Alarm on Evergreen.
- Medical on Evergreen.
- Suspicious Circumstance complaint on Southfield.
- Traffic Accident on Southfield.
- Motorist Assist on Southfield.
- Motorist Assist on Greenfield.
- Reckless Driving on Beverly.
- Suspicious Persons complaint on Beverly.
- Medical on Elizabeth.
- 2 Lift Assists on Amherst.
- Odor Investigation on Embassy.
- Suspicious Circumstance complaint on Beechwood.
- Suspicious Circumstance complaint on Amherst.
- Suspicious Circumstance complaint on Auburn.
- Smoke Investigation on Huntley Sq. N.
- Medical on Inglewood.
- Citizen Assist on Elizabeth.
- Medical on Carlelder.
- Trespass complaint on Auburn.
- Odor Investigation on Bellvine Trail.
- Alarm on Amherst.
- Suspicious Persons on Bedford.
- Alarm on Westlady.

- Suspicious Vehicle complaint on Devonshire.
- Alarm on Stafford.
- Family Trouble on Warwick.
- Medical on Embassy.
- Medical on Carlelder.
- Suspicious Persons complaint on Kinross.
- Down Wire on Marguerite.
- Medical on N. Nottingham.
- Assist Other Department on Churchill.
- 2 Medicals on Eastlady.
- Medical on Huntley Sq. E.
- Civil Dispute on Woodhaven.
- Fraud on Walmer.
- Fraud on Metamora.
- Suspicious Persons on Hillview.
- Missing Persons on Elizabeth.
- 2 Medicals on Kennoway.
- Alarm on Robinhood.
- Suspicious Circumstance complaint on Marguerite.
- Medical on Beechwood.
- Alarm on Birwood.
- Fraud on Buckingham.
- Medical on Westlady.
- Noise complaint on Eastlady.
- Assist Oak Park Public Safety with a structure fire.
- Alarm on Dunblaine.
- Fraud on Stellamar.
- Suspicious Circumstance complaint on Huntley Sq. E.
- Damage to Property on Dunblaine.
- Family Dispute on Huntley Sq. E.
- Fraud on Riverside.
- Odor Investigation on Beverly Ct.
- Property Damage on Wentworth.
- Medical on Heath Ct.
- Medical on Dunblaine.
- Medical on Elizabeth.
- Medical on Bellvine Trail.
- Medical on Birwood.
- Officers responded to a domestic assault on 14 Mile. Subsequent investigation revealed sufficient evidence to arrest one individual. The arrest was completed without incident.
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was suspected of operating while intoxicated. The driver was arrested without incident.

- Lift Assist on Village Pines.
- Fraud on Beechwood.
- Fraud on Riverside.
- Medical on Turnberry.
- Noise complaint on Huntley Sq. N.
- Carbon Monoxide Alarm on Dover Ct.
- Citizen Assist on Elizabeth.
- Assist OCWRC on Dunblaine.
- Medical on Elizabeth.
- Medical on Pierce.
- Citizen Assist on Pickwick.
- Medical on Lauderdale.
- Alarm on Chelton.
- Medical on Eastlady.
- 2 Lift Assists on McKenzie Ct.
- Alarm on Georgetown.
- Medical on Beechwood.
- Lift Assist on Kirkshire.
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was operating on a suspended license and suspected of operating while intoxicated. The driver was arrested without incident.

FIRE PREVENTION

- 47 Fire/EMS reports reviewed.
- 1 Structure Fire at 23550 Republic, Oak Park – Automatic Aid Response.
- 24 Fire training hours entered into ISO records.
- 4 EMS Continuing Education Sponsorship training courses conducted.
- 12 EMS training hours entered into continuing education records.
- 1 Fire Inspection.
- Supervise Road Patrol.
- Attend MABAS 3201 By-Laws Work Session via teleconference.
- Attend South Oakland Fire Association Training Coordinators meeting
- Supervise Road Patrol.
- Emergency Operations Center-Fire Desk Bi-Weekly Briefing via teleconference.
- Meet w/Franklin-Bingham Chief regarding CLEMIS report writing system options.
- Attend South Oakland Fire Association Training Coordinators meeting via teleconference.

- Instruct Fire Fighting Strategies and Tactics course – Chapter 1, History of the Fire Service; Chapter 2, Fire Fighter Safety; Chapter 3, Incident Management Systems; Chapter 4, Coordination and Control.
- Attend bi-weekly Wednesday Wrap Up update hosted by the State Fire Marshal via teleconference.
- Instruct Fire Fighting Strategies and Tactics course – Chapter 5, Basic Building Construction; Chapter 6, Fire Dynamics; Chapter 7, Pre-Incident Planning.
- Attend Michigan Fire Fighters Training Council Work Session regarding 2021 Fireworks funding reallocation via teleconference.
- Attend Oakland Police Academy Graduation.
- Attend Michigan Fire Fighters Training Council meeting via teleconference.
- Prepare Fire Fighting Strategies and Tactics course registration and submit to the village offices for invoicing.
- Supervise Road Patrol.
- Commence Oakland Fire Academy registration process for new PSO.
- 4 sessions of CPR re-certification training coordinated and completed with Alliance Mobile Health.
- Annual voluntary flu shot immunization coordinated and completed with Alliance Mobile Health.
- Beta test new updated version of FEMA National Fire Incident Reporting System data upload.
- 4 gas monitor sent to Apollo Fire Equipment for calibration.
- Attend MABAS 3201 By-Laws Work Session via teleconference.
- Size and outfit new PSO with Personal Protective Equipment.
- Instruct Fire Fighting Strategies and Tactics course – Chapter 9, Built in Fire Protection; Chapter 10, Company Operations.

INVESTIGATIONS

- CFS Closed and Reviewed 219.
- Reviewed 27 case reports for a disposition.
- Followed up and reviewed cases of which 20 were closed and 7 remained open.
- 7 Case were assigned.
- 5 Reports written on current cases.
- 25 Current active investigations.
- 4 Current pending investigations.
- Petition received for Domestic Assault.
- Follow Up on Neighbor complaint/trespassing.
- Neighbor Complaint.

- Death notification.
- Followed up on search warrant on fraud complaint.
- F/U on multiple frauds.
- Assisted with mental health call on group home.
- F/u on lost property, item returned.
- Completed BEE's EMS training.
- Completed Taser training.
- Completed indoor range training.
- Company Officer training.
- Traffic conference.
- CPR training.

Enforcement List - Inspection Summary

12/10/20

Enforcement Number	Address	Filed	Status	Closed	
E200150	20605 BREEZEWOOD CT	11/03/20	Notice Sent	11/04/20	
PLEASE REMOVE ANY MUD OR DIRT PILES ALONG ROADWAY AND COURT. ROAD MUST BE KEPT CLEAR OF ANY MUD OR DIRT DEBRIS. PER VILLAGE CODE.					
Code	Date Next Action		Next Action		
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E200151	16060 BUCKINGHAM AVE	11/03/20	Notice Sent	
PLEASE PLACE ADDRESS NUMBERS ON YOUR HOME VISIBLE FROM THE STREET. PLEASE READ THE COMPLETE CODE SECTION FOR SPECIFIC REQUIREMENTS.				

11-10-2020

SPOKE WITH OWNER WHO STATED SHE WAS OUT OF TOWN AND DIDN'T GET THE FIRST NOTICE. AS OWNER WAS STANDING IN DOORWAY, I ASKED HER TO CHECK IN HER MAIL, SHE DID AND SHE LOCATED THE NOTICE.

OWNER APOLOGIZED, STATED SHE WOULD GO TO HOME DEPOT AND GET SUPPLIES. I ADVISED HER TO READ THE CODE SECTION FOR SPECIFIC DETAILS ON SIZE AND CONTRAST RULES. I EXTENDED HER COMPLETION DATE ONE WEEK TO 11-17-2020.

11-17-20

NO ADDRESS NUMBERS OBSERVED ON THE HOME AS OF 10:00 AM THIS DATE. VILLAGE PLANNER ERIN LAPERE WAS REQUEUSTED TO SEND A FINAL NOTICE AND ORDER TO COMPLY BEFORE A CITATION IS ISSUED.

12-08-20

VILLAGE PLANNER SENT OUT LETTER.

Code	Date Next Action			Next Action	
304.3	12/15/2020			SITE INSPECTION	
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E200152	17059 DUNBLAINE AVE	11/03/20	Closed	11/23/20

Enforcement List - Inspection Summary

12/10/20

PLEASE PLACE ADDRESS NUMBERS ON YOUR HOME VISABLE FORM THE STREET. PLEASE READ THE COMPLETE CODE SECTION FOR SPECIFIC REQUIREMENTS.

11-12-2020

FOLLOW UP SITE INSPECTION REVEALED NO NUMBERS WERE PLACED ON THE HOME PER CODE REQUEST. NO MESSAGES AND NO COMMUNICATION RECEIVED FROM HOMEOWNER AS OF THIS DATE.

SECOND NOTICE WAS ISSUED AND PLACED IN THE SEAM OF THE FRONT DOOR. PHOTO TAKEN OF NOTICE IN FRONT DOOR. MAIL WAS NOTED TO BE IN MAIL BOX AS OF 1100 AM. ONE WEEK WAS EXTENDED (11-19-20) TO HOMEOWNER AND WAS ADVISED A CITATION WOULD BE ISSUED IF NO ACTION HAD TAKEN PLACE. THE LAWN APPEARED TO BE CLEAN AND ORDERLY WITH GRASS CUT AND NO LEAVES. HOME APPEARED TO BE OCCUPIED.

11-18-20

I STOPPED BY HOME BECAUSE I OBSERVED THE VEHICLE IN DRIVEWAY, SPOKE WITH OWNER WHO STATED HE WOULD PLACE NUMBERS ON HOME OVER THE WEEKEND. CHECK BACK ON 11-23-20.

(ONLY RECEIVED ONE NOTICE AND THAT NOTICE THE NEIGHBOR BROUGHT TO HIM BECAUSE IT WAS BLOWING ON HIS LAWN.)

11-23-2020

ADDRESS BLOCK OBSERVED

Code	Date Next Action	Next Action
304.3	11/23/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E200153	16029 MADOLINE ST	11/04/20	Closed	11/18/20

PLEASE PLACE ADDRESS NUMBERS ON YOUR HOME VISABLE FORM THE STREET. PLEASE READ THE COMPLETE CODE SECTION FOR SPECIFIC REQUIREMENTS.

MR BROOKS STATED HE WOULD BE OUT OF TOWN FOR TWO WEEKS STARTING THIS DATE AND AGREED TO HAVING THE NUMBERS PLACED ON THE HOUSE BY 11-18-2020.

11-18-2020

ADDRESS NOW ON PROPERTY.

Code	Date Next Action	Next Action
304.3	11/18/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement List - Inspection Summary

12/10/20

Enforcement Number	Address	Filed	Status	Closed
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E200154 16008 MARGUERITE ST 11/04/20 Closed 11/23/20

PLEASE PLACE ADDRESS NUMBERS ON YOUR HOME VISABLE FORM THE STREET. PLEASE READ THE COMPLETE CODE SECTION FOR SPECIFIC REQUIREMENTS.

11-17-2020

OWNER CALLED FROM IL TO REQUEST EXTENSION BUT NOTED SHE WILL COMPLY BY 11-23-2020.

11-23-2020

ADDRESS BLOCK OBSERVED.

Code	Date Next Action	Next Action
304.3	11/23/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200155 16154 MARGUERITE ST 11/04/20 Closed 11/30/20

PLEASE PLACE ADDRESS NUMBERS ON YOUR HOME VISABLE FORM THE STREET. PLEASE READ THE COMPLETE CODE SECTION FOR SPECIFIC REQUIREMENTS.

11-18-20

NO ADDRESS BLOCK, NO ONE HOME. WILL CHECK BACK ON 11-23-20

11-23-2020

NO ADRESS BLOCK OBSERVED. SECOND NOTICE WRITTEN AND HAND DELIVERED TO DAUGHTER OF OWNER WHO ANSWERED THE DOOR. SHE DID STATE THIS WOULD BE COMPLETED BY 11-30-2020.

11-30-2020

ADDRESS BLOCK OBSERVED.

Code	Date Next Action	Next Action
304.3	12/07/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200156 17005 MADOLINE ST 11/04/20 Closed 11/17/20

PLEASE PLACE ADDRESS NUMBERS ON YOUR HOME VISABLE FORM THE STREET. PLEASE READ THE COMPLETE CODE SECTION FOR SPECIFIC REQUIREMENTS.

11-17-2020

NUMBERS PLACED ON HOME CLEARLY VISABLE FROM THE STREET.

Enforcement List - Inspection Summary

12/10/20

Code	Date Next Action	Next Action
304.3	11/18/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200157	18105 BUCKINGHAM AVE	11/04/20	OPEN	
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PLEASE PLACE ADDRESS NUMBERS ON YOUR HOME VISABLE FORM THE STREET. PLEASE READ THE COMPLETE CODE SECTION FOR SPECIFIC REQUIREMENTS.

11-18-2020

SITE INSPECTION REVEALED NO ADDRESS NUMBERS ON HOME. SPOKE WITH WHO ADVISED THE NUMBERS SHE ORDERED IN THE MAIL WERE THROWN AWAY SO THE NEW ONES SHOULD BE HERE BY THE WEEKEND AND THEY WILL BE PLACED ON THE HOUSE AT THAT TIME. TIME PROVIDED WAS UNTIL 11-25-2020.

I ALSO ADVISED HER THE TRAILER NEEDED TO BE MOVED OUT OF THE DRIVEWAY. SHE STATED THIS WILL BE DONE BY 11-25-2020.

11-24-2020

TRAILER MOVED FROM DRIVEWAY HOWEVER NO NUMBERS FOR ADDRESS.
LETTER TO BE SENT OUT TO OWNER BY VILLAGE PLANNER E LAPERE.

12-08-2020

LETTER SENT OUT TO OWNER.

Code	Date Next Action	Next Action
304.3 & 22.21.01	12/15/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200158	18910 DEVONSHIRE DR	11/05/20	Closed	11/30/20
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PLEASE PLACE ADDRESS NUMBERS ON YOUR HOME VISABLE FORM THE STREET. PLEASE READ THE COMPLETE CODE SECTION FOR SPECIFIC REQUIREMENTS.

10-19-20

MR WEBB CALLED AND STATED HE ORDERED HIS NUMBERS BUT THEY HAVE NOT ARRIVED YET. MR. WEBB STATED THEY WOULD/ SHOULD BE ON THE HOME BY 11-16-20.

11-30-2020

ADDRESS BLOCK OBSERVED.

Code	Date Next Action	Next Action
304.3	11/26/2020	SITE INSPECTION

Enforcement List - Inspection Summary

12/10/20

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200159	20724 KENNOWAY CIR	11/09/20	OPEN	
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COMPLAINT OF GARBAGE CANS LEFT OUT AND POSSIBLE AIR BNB RENTAL.

Code	Date Next Action	Next Action
22.04	12/07/2020	LETTER TO OWNER

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200160	17831 BIRWOOD AVE	11/10/20	OPEN	
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NO FENCING OR SCREENING IS ALLOWED IN SIDE YARD. ALL FENCES MUST STOP AT THE REAR EDGE OF HOUSE-REAR YARD ONLY, UNLESS ENCLOSING A SIDE DOOR OF THE HOME.

Code	Date Next Action	Next Action
22.08.150	11/16/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200162	31265 SHERIDAN DR	11/16/20	Closed	11/19/20
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11-16-20

SNOW PLOW IS LEFT OUT IN SIDE YARD.

11-17-20

SNOW PLOW REMOVED FROM THE YARD

Code	Date Next Action	Next Action
302.1	11/23/2020	

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200163	31312 PICKWICK LN	11/04/20	Notice Sent	
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1. THE PIPE TO CATCH BASIN STILL NEEDS TO BE COVERED WITH DIRT.

2. PLEASE CALL TOM MESZLER AT VILLAGE OFFICE ABOUT PUMPING WATER WITH A PORTABLE PUMP

Enforcement List - Inspection Summary

12/10/20

Code **Date Next Action** **Next Action**

Inspection Type **Status** **Result** **Scheduled** **Completed** **Inspector**

Enforcement Number	Address	Filed	Status	Closed
E200165	15991 REEDMERE AVE	11/17/20	Closed	11/17/20
15 LEAF BAGS IN ROADWAY ALONG WITH LARGE BRANCHES BLOCKING NORTHBOUND TRAFFIC LANE.				

AS OF 11:00 AM DEBRIS REMOVED FROM THE STREET.

Code **Date Next Action** **Next Action**

5.04

Inspection Type **Status** **Result** **Scheduled** **Completed** **Inspector**

Enforcement Number	Address	Filed	Status	Closed
E200166	32375 LAHSER RD	11/17/20	OPEN	
CHECK ON FENCE BUILT WITHOUT PERMIT.				

11-16-20

OBSERVED (3) PARTITIONS / DIVIDERS, BUILT 8 FT HIGH AND 8 FT LONG IN DIFFERENT PARTS OF THE BACK YARD.

SPOKE WITH OWNER WHO STATED HE DID NOT GET AN APPROVED PERMIT BUT STATED HE SPOKE WITH TWO PEOPLE IN THE OFFICE ABOUT HIS PLANS.

OWNER WAS PROVIDED A FENCE PERMIT AND ADVISED TO OBTAIN A PERMIT FOR WHAT WAS ALREADY CONSTRUCTED ON SITE. HE WAS ADVISED JUST ON WHAT WAS OBSERVED A MODIFICATION WAS GOING TO HAVE TO BE MADE.

VILLAGE PLANNER ADVISED.

Code **Date Next Action** **Next Action**

22.08.150

12/15/2020

SITE
INSPECTION

Inspection Type **Status** **Result** **Scheduled** **Completed** **Inspector**

Enforcement Number	Address	Filed	Status	Closed
E200167	15960 MARGUERITE ST	11/17/20	Closed	12/08/20

Enforcement List - Inspection Summary

12/10/20

EXTERIOR PROPERTY AND SIDE YARD TO BE CLEANED OF DEBRIS.

11-17-20

SPOKE WITH OWNER AND ADVISED HIM THE (2) LAWN TRACTORS, (1) OVER TURNED TRUCK BED, MULTIPLE SPARE TIRE AND WHEELS, (2) TRUCK AXELS WITH LEAF SPRINGS ATTACHED, WOOD CHIPPER AND VARIOUS OTHER CAR PARTS AND DEBRIS NEEDS TO BE CLEANED OUT.

OWNER STATED HE UNDERSTOOD AND WOULD CLEAN UP THE PROPERTY BY THE DATE 12-01-2020.

12-08-2020

OFFICER INSPECTED THE SITE AND FOUND IT TO BE SATISFACTORILY CLEANED.

Code	Date	Next Action
302.1	12/01/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E200168	21657 CORSAUT LN	11/19/20	Closed	12/01/20

Enforcement List - Inspection Summary

12/10/20

11-18-20

OWNER OF THIS PROPERTY LEFT A MESSAGE BUT DID NOT LEAVE HIS NAME OR CALL BACK NUMBER. HE STATED A NEIGHBORS TREE (WEST SIDE) HAD FALLEN ACROSS HIS DRIVEWAY, SO HE CUT IT UP. HE WANTED THE NEIGHBORS TO KNOW THAT HE CUT THE TREE AND TO LEAVE A NOTE TO "DO SOMETHING WITH IT" HE STATED HE HASN'T MET THE NEIGHBORS AND DOESN'T KNOW THEM.

11-19-20

OFFICER DROVE BY 21699 CORSAUT LN AND OBSERVED A PINE TREE ON THE LOT LINE PITCHED EASTWARD AND CUT UP. OFFICER SPOKE WITH THE HOME OWNER OF THIS ADDRESS WHO CAME OUTSIDE TO INSPECT THE LOT LINE AND DISCUSS OPTIONS. SHE WAS UNSURE OF THE TRUE LOT LINE AND THIS OFFICER SUGGESTED TO CALL THE COUNTY AND OR A SURVEY COMPANY TO REESTABLISH THE TRUE LOT LINES. OWNER INDICATED SHE HAS NO PROBLEM DISPOSING OF THE TREE IF INDEED IT IS HER TREE.

11-23-2020

OFFICER RECEIVED A MESSAGE FROM OWNER OF 21699 CORSAUT WHO STATED SHE IS CONTESTING WHO'S PROPERTY THE TREE IS ON.

11-23-2020

THIS OFFICER STOPPED BY BOTH RESIDENCES. I OBSERVED THE TREE DEBRIS HAD BEEN CLEANED UP AND WAS PLACED FOR REMOVAL BY THE OWNERS OF 21699. I SPOKE WITH THE OWNER OF 21699 WHO STATED SHE HAD CONTACTED THE POLICE DEPARTMENT BECAUSE SHE WANTED TO OBTAIN CLARIFICATION ON WHO'S PROPERTY IT ACTUALLY WAS. BY THE END OF THE POLICE CONTACT, THE OWNER OF 21699 DECIDED TO CLEAN UP THE DEBRIS AND CONCEADE THE TREE WAS ON HER PROPERTY. SHE INDICTAED IN THEIR DEFENSE, THERE HAVE NEVER BEEN CLEAR LINES DRAWN ON THE PROPERTY AND THE NEIGHBORS LAWN SERVICE HAS ALWAYS CUT THE GRASS ON AND AROUND THE GROUPING OF TREES WHICH LED THEM TO BELIEVE IT WAS THE NEIGHBORS PROPERTY. 21699 STATED SHE WOULD RETAIN A TREE REMOVAL SERVICE AND HAVE THE REST OF THE TREE REMOVED.

OWNER OF 21657 WAS CONTACTED AS HE DROVE UP TO RESIDENCE. PROPERTY LINE MARKED WITH SURVEYOR SPIKE ONLY. SMALL FENCE LINE IN THE REAR OF THE PROPERTY COULD BE MADE HOWEVER DUE TO TREES AND BUSHES IN THE PATH OF LINE IT WAS UNDETERMINED AT THE TIME. OFFICER REQUESTED TO PROVIDE THE NEIGHBOR WIHT ENOUGH TIME SEEK AND DISPOSE OF 7 FT EXSISTING TREE AND STUMP. AN UNDERSTANDING WAS REACHED.

12-01-2020

SITE INSPECTION TODAY REVEALED THE TREE AND STUMP WERE CLEANED OFF THE PROPERTY.

Code	Date Next Action	Next Action
302.1	11/30/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E200169	20095 CARRIAGE LN	11/19/20	OPEN	

Enforcement List - Inspection Summary

12/10/20

PLEASE PLACE ADDRESS NUMBER ON HOME

11-30-2020

NO ADDRESS BLOCK AS OF THIS DATE. OWNER DROVE UP AND I SPOKE WITH HIM REGARDING THE VILLAGE CODE. INDICTAED IT WAS A SECOND NOTICE BUT DID NOT HAND OUT NOTICE. OWNWER STATED HE WOULD MAKE SURE THE NUMBERS GOT ON THE HOUSE AND HE WAS ADVISED TO LOOK UP THE REQUIREMENT AND ADVISED IN PERSON ABOUT THE 4 IN AND CONTRAST REQUIREMENT.

12-08-2020

SPOKE WITH OWNER WHO I GREETED IN THE DRIVEWAY. NUMBERS WERE NOT ON THE HOME BUT WERE BOUGHT AND SITTING ON THE FRONT PORCH. SHE STATED THEY JUST HAVE TO GET THEIR CARPENTER TO INSTALL THEM.

Code	Date Next Action	Next Action
304.3	12/14/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E200170	20711 KENNOWAY CIR	11/24/20	Closed	12/01/20

CLEAN LEAF PILES FROM STREET AND EDGE OF LAWN.

SPOKE WITH OWNER ABOUT CLEANING UP THE YARD. HE ADVISED MASTERS LAWN CARE WILL BE SUCKING UP THE LEAFS THIS DATE OR ON 11-25-2020.

CORRECTION NOTICE HANDED TO OWNER.

12-01-20

CLEANED.

Code	Date Next Action	Next Action
302.1	12/01/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E200171	31065 HUNTLEY CT	11/24/20	Closed	12/08/20

Enforcement List - Inspection Summary

12/10/20

A 5 PAGE LETTER DATED 11-18-2020 WAS RECEIVED BY THE VILLAGE WHICH POINTED OUT PAST AND PRESENT ISSUES WITH THE PROPERTY BUILDING WHICH CONTAINED 18226 HUNTLEY CIRCLE. LIGHTING ISSUES, PAST OR PRESENT ISSUES AND SPECIFICALLY A HOLE IN THE EXTERIOR WHICH HAS BEEN EXPOSED DUE TO MISSING STRUCTURAL MATERIAL AT A GABLE. THIS HOLE IS ALLOWING THE LOCAL VERMIN TO ENTER THE ATTIC SPACE AND INFEST THE BUILDING.

11-23-2020

THIS OFFICER RECEIVED THE LETTER AND RESPONDED TO THE ADDRESS AND FOUND THE LISTED HOLE AND INFESTATION TO BE FACTUAL. THIS OFFICER PHOTOGRAPHED THE SITE.

CITY PLANNER ERIN LAMPERE WAS ADVISED AND DUE TO AN ON-GOING STRUGGLE WITH COMPLIANCE PROMPTNESS OF THE PROPERTY MANAGERS IN THE PAST, SHE WILL SEND A LETTER DETAILING THE PROBLEM AREAS TO BE REMEDIED.

12-08-2020

SITE INSPECTION, OFFICER OBSERVED REPAIR TO THE VOID IN ROOF LINE.

Code	Date Next Action	Next Action			
302.1, 302.5	12/07/2020	CORRECTIVE ACTION			
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E200172	15606 BUCKINGHAM AVE	11/24/20	Closed	11/25/20
LEAF PILES LEFT IN THE STREET. THE PILES SPENT TWO WEEKS ON THE EASEMENT WAITING TO BE PICKED UP BY "A LAWN COMPANY" AND NOW THEY HAVE BEEN RAKED INTO THE STREET.				

11-30-20

LEAF PILES PICKED UP OFF OF STREET.

Code	Date Next Action	Next Action			
13.06	11/30/2020	SITE INSPECTION			
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E200173	32405 BELL VINE TRL	12/01/20	Closed	12/07/20
NO LOCK ON FENCED IN CONSTRUCTION SITE, TWISTED WIRE KEEPING GATE CLOSED. OFFICER CONTACTED HB CONTRACTORS LLC AND LEFT A MESSAGE WITH VOICEMAIL ERIC AT 248-296-2645 TO ATTACH A LOCK THIS DATE AND TO NOTIFY THIS OFFICER.				

12-07-20

LOCK NOW ON FENCE.

Code	Date Next Action	Next Action
ADMINISTRATI	12/02/2020	SITE INSPECTION

Enforcement List - Inspection Summary

12/10/20

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E200174 11-30-2020	15619 KIRKSHIRE AVE	12/01/20	Closed	12/01/20
COMPLAINT FROM NEIGHBOR REGARDING AN ODOR COMING FROM THE BASEMENT.				

12-01-20

OFFICER ARRIVED AND SPENT 10 MINUTES OUTSIDE NEAR HOME AND COULD NOT DETECT ANY ODOR EMMITTING FROM THE HOME.

SPOKE WITH OWNER OF HOME CARMEN BENAVIDES, "JOE" WHO STATED SHE IS WORKING ON GETTING A RIDE TO HOME DEPOT TO BUY TRAPS FOR RODENTS WHICH MAY BE GETTING INTO THE HOME THROUGH A DRYER VENT. SHE STATED THERE WAS NO ODOR IN THE HOME AND NO ODOR COULD BE DETECTED AGAIN UPON THE OWNER OPENING THE FRONT DOOR EITHER.

CALLED COMPLAINTANT AND HAD TO LEAVE A MESSAGE.

Code	Date Next Action	Next Action
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Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E200175	32785 EASTLADY DR	12/01/20	Closed	12/01/20
NEIGHBOR COMPLAINT (32820 BASSETT CT) OF ICE RINK GOING IN WITH A POSSIBLE REFRIDGERATOR INSTALLATION.				

12-01-20

SITE WAS INSPECTED AND PREVIOUSLY APPROVED FOR AN ALL SPORTS RINK. HOCKEY WALLS (3) FT HIGH WERE INSTALLED AND CEMENT PAD ADDED BEHIND RINK. NO VIOLATIONS AT THIS TIME.

Code	Date Next Action	Next Action
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Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E200176	20705 SMALLWOOD CT	12/03/20	OPEN	

Enforcement List - Inspection Summary

12/10/20

12-02-20

20705 SMALLWOOD OWNER CALLED TO STATE THAT THE NEIGHBOR HAS DEAD TREES ON HIS LOT THAT HAVE CAUSED DAMAGE TO HIS HOME DURING A RECENT STORM.

12-03-2020

CALLED AND LEFT MR STURLEY A MESSAGE TO CALL (NEED MORE INFO)
AS OFFICER WAS UPDATING THE FILE, MR. STURLEY WALKED OUT OF THE HOUSE AND WE PROCEEDED TO HAVE A DISCUSSION ABOUT (4) DEAD TREES HE WAS CONCERNED ABOUT ON THE NEIGHBORS PROPERTY LINE.

THE TREES DID APPEAR TO BE DEAD AND THEY WERE VERY LARGE TREES. HIS CONCERN WAS THEY MIGHT FALL OVER PUTTING HIS HOME AND SAFETY AT RISK. THE TREES WERE LARGE ENOUGH TO REACH HIS HOME AND IF THEY DID COME DOWN, THEY WOULD TAKE POWER LINES DOWN WITH THEM AND DAMAGE THE HOME.

AS WE DISCUSSED THE SITUATION, THE NEIGHBOR TO THE WEST (32650 EASTLADY DR. PROPERTY IN QUESTION) CAME OUT TO DISCUSS THE SITUATION. SHE STATED AND ADVISED THAT SHE HAS ALREADY CALLED SEVERAL COMPANIES TO OBTAIN QUOTES AND THEY ARE WORKING ON GETTING THE QUESTIONABLE TREES CUT DOWN.

THIS OFFICER REQUESTED MR. STURLEY GIVE THE NEIGHBORS SOME TIME WITH THE QUOTE PROCESS AND THE TREE COMPANY SCHEDULING.

Code	Date Next Action	Next Action
17.08 (C)	01/11/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E200177	16221 KIRKSHIRE AVE	12/07/20	OPEN	
I RECEIVED A COMPLAINT REGARDING THE BROKEN UP SIDEWALK AND MUD BUILT UP ON THE REST OF THE SIDEWALK. I DROVE BY THERE AND IT IS PRETTY BAD, BUT THE BIGGER ISSUE WOULD BE THERE IS NO BARRIER TAPE UP AND AROUND THE BROKEN AND DEPRESSED AREA WHERE THE SIDE WALK USED TO BE.				

EMAIL SENT TO TOM MESZLER PUBLIC SERVICES DIRECTOR.

12-08-2020

OFFICER LEFT CORRECTION NOTICE REGARDING THE HAZARDOUS CONDITION AND THIS OFFICER WOULD HAVE TO BE NOTIFIED WITHIN ONE WEEK OF ARRANGEMENTS TO REPAIR SCHEDULE DATE AND IN THE MEAN TIME HAVE A TEMP BARRIER PLACED AROUND BROKEN SIDEWALK.

SPOKE WITH THE OWNER WHO STATED THE CONTRACTOR HAS BEEN LESS THAN RESPONSIVE BUT SHE WOULD PUT UP THE TEMP BARRIER HERSELF.

Code	Date Next Action	Next Action
501. (E) 2 & 3	12/15/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement List - Inspection Summary

12/10/20

Enforcement Number	Address	Filed	Status	Closed
E200178	20655 GLENHILL CT	12/08/20	Closed	12/07/20

12-02-2020

RESIDENT ON VILLAGE PINES CALLED TO SAY BUILDER (PRM) ON 20655 GLENHILL CT WAS DUMPING YARD WASTE AND TREE LOGS IN DOUGLAS EVANS PARK PROPERTY.

12-07-2020

OFFICER RESPONDED TO PARK AND WALKED THE PERIMETER OF THE PARK AND FOUND NO EVIDENCE OF RECENT DUMPING OF DEBRIS.

OFFICER THEN RESPONDED TO ADDRESS ON GLENHILL AND WALKED THE PERIMETER OF THE PROPERTY AND COULD FIND NO EVIDENCE OF RECENT DUMPING OF DEBRIS ON PARK PROPERTY.

CLOSED

Code

Date Next Action

Next Action

Inspection Type

Status

Result

Scheduled

Completed

Inspector

Enforcement Number	Address	Filed	Status	Closed
E200180	17150 BEVERLY RD	12/03/20	OPEN	

NEIGHBOR COMPLAINED OF MUDDY SIDEWALK.

12-07-2020

OFFICER RESPONDED TO ADDRESS AND OBSERVED NO MUD ON SIDEWALK, HOWEVER THERE WAS A SECTION OF SIDEWALK WHICH HAD BEEN TAKEN OUT AND NOT REPLACED AND HAD NO BARRIER AROUND IT. CURRENT PERMIT IN PLACE FOR SEWER LINE INSTALL UNTIL 03-21.

CONCERNED PLUMBING (CONTRACTOR) NOTIFIED VIA 248-508-6915. VOICE MAIL BOX WAS FULL BUT SMS RETURN NUMBER WAS PROVIDED BY THIS OFFICE.

OFFICER STOPPED BY THE ADDRESS AND ISSUED (BY HAND) THE OWNER A NOTICE TO CORRECT. OWNER (WIFE) STATED THEY HAVE BEEN HAVING TROUBLE WITH THE CONTRACTOR.

12-09-2020

MESSAGE RECEIVED BY OWNER (HUSBAND) WHO WOULD LIKE TO SPEAK WITH ME ON THIS DATE ABOUT THIS SITUATION.

Code

Date Next Action

Next Action

501 (E) 2 & 3

12/14/2020

SITE
INSPECTION

Inspection Type

Status

Result

Scheduled

Completed

Inspector

Enforcement List - Inspection Summary

12/10/20

Enforcement Number	Address	Filed	Status	Closed
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E200181 32650 EASTLADY DR 12/08/20 OPEN
12-02-20
20705 SMALLWOOD OWNER CALLED TO STATE THAT THE NEIGHBOR HAS DEAD TREES ON HIS LOT THAT HAVE CAUSED DAMAGE TO HIS HOME DURING A RECENT STORM.

12-03-2020
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AS OFFICER WAS UPDATING THE FILE, MR. STURLEY WALKED OUT OF THE HOUSE AND WE PROCEEDED TO HAVE A DISCUSSION ABOUT (4) DEAD TREES HE WAS CONCERNED ABOUT ON THE NEIGHBORS PROPERTY LINE.
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AS WE DISCUSSED THE SITUATION, THE NEIGHBOR TO THE WEST (32650 EASTLADY DR. PROPERTY IN QUESTION) CAME OUT TO DISCUSS THE SITUATION. SHE STATED AND ADVISED THAT SHE HAS ALREADY CALLED SEVERAL COMPANIES TO OBTAIN QUOTES AND THEY ARE WORKING ON GETTING THE QUESTIONABLE TREES CUT DOWN.

THIS OFFICER REQUESTED MR. STURLEY GIVE THE NEIGHBORS SOME TIME WITH THE QUOTE PROCESS AND THE TREE COMPANY SCHEDULING.

Code	Date Next Action	Next Action
17.08 (C)	01/11/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200182 18234 BUCKINGHAM AVE 12/09/20 OPEN
NO ADDRESS NUMBES ON HOME. HOME OWNER STATED HER HUSBAND JUST TOOK THE NUMBERS OFF THE HOUSE IN ORDER FOR THE FRONT DOOR AREA TO BE RE-STAINED, (PANTERS TAPE OBSERVED ON THE WINDOWS) OWNER STATED THEY WILL BE PLACED BACK ON THE BUILDING

Code	Date Next Action	Next Action
304.3	12/16/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E200183 17340 W 13 MILE RD 12/09/20 OPEN

Enforcement List - Inspection Summary

12/10/20

PLEASE CLEAN YARD OF FALLEN LEAVES AND CARDBOARD BOXES. PLEASE REMOVE UNREGISTERED OR INOPERATIVE VEHICLES GREEN F250 (DT 2520 EXP 01/19) AND RED YAMAHA MOPED (WOOIE EXP 2018) FROM FRONT OF YARD / PROPERTY.

SPOKE WITH DAUGHTER OF OWNERS WHO STATED HER PARENTS WERE ON VACATION UNTIL THE WEEKEND. NOTICE HANDED TO HER AND BUSINESS CARD PROVIDED FOR PARENTS TO CALL ONCE THEY RETURN HOME.

Code	Date Next Action	Next Action
302.1 & 302.8	12/21/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E200184	31505 KENNOWAY CT	12/10/20	OPEN	
DPW BROUGHT THE ISSUE OF THE RESIDENT RAKING LEAVES INTO THE STREET PREVENTING DPW FROM GRADING THAT SIDE OF THE GRAVEL ROADWAY.				

I RESPONDED TO THE HOME AND VERIFIED THE LEAVES WERE INDEED IN THE STREET. I SPOKE WITH THE OWNER WHO STATED HIS LAWN CREW HAD BASICALLY ABANDON THE JOB SITE A FEW DAYAS AGO WITH THE PROMISE OF COMING BACK. THE OWNER ACKNOWLEDGED THE TROUBLING SITUATION WHEN HE NOTICED THE GRADING CREW ATTEMPTING TO DO THEIR JOBS. THE OWNER WAS VERY APOLOGETIC STATED HE WOULD HAVE THEM TAKEN OF THE STREET IN THE NEXT TWO DAYS. OFFICER WOULD NOTE, THIS IS A VERY LARGE LOT.

Code	Date Next Action	Next Action
13.06	12/17/2020	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Population: All Records

Enforcement.DateFiled Between 11/1/2020 12:00:00 AM AND 12/10/2020 11:59:59 PM



To: Honorable President George; Village Council Members
Chris Wilson, Village Manager

From: Erin LaPere, Planning & Zoning Administrator

Date: December 11, 2020

Re: Redevelopment Ready Communities Program – progress update

The Village Council passed a resolution to engage in the Redevelopment Ready Communities (RRC) program at the meeting held July 27, 2020. Since that time, Administration has worked with representatives from the Michigan Economic Development Corporation (MEDC) to begin the self-evaluation step of the program. This is the first step towards the goal of creating processes that are effective, efficient, and transparent using six Best Practices in Community Plans and Public Outreach, Zoning Regulations, Development Review Process, Recruitment and Education, Community Prosperity, and Redevelopment Ready Sites. Part of the process is periodic progress reports to Council on the status of the Village's progression in the program.

Village staff has completed the self-evaluation and is beginning work on areas of improvement identified. Thus far, the Village self-evaluation has highlighted a few items where we can begin improvements to our processes now, such as additional information on the website and improvements to appointed and elected officials onboarding and training opportunities. We will also be tasked with creation of a public engagement plan and economic development strategy plan. Additionally, some areas of improvement dovetail with Action Items outlined in the Village Master Plan, including development of a Capital Improvement Plan (CIP) and improvements to sections of the Zoning Ordinance to help encourage positive development.

The RRC staff at MEDC will perform an evaluation of the community practices based on Best Practices, stakeholder interviews, and observations/data analysis. Upon completion, they will present their findings to Village Council along with a formal baseline report and recommendations. The Village will use these evaluation tools to target areas of improvement, such as modifications to policies and procedures or updates to ordinances. During this time as an engaged community the Village will be eligible for technical assistance from MEDC to complete these tasks. We anticipate the MEDC review will commence by the end of the year with a presentation of the findings in early 2021.

eel



VILLAGE OF BEVERLY HILLS
PARKS & RECREATION BOARD PRESENTS:

Winter Wonderland Decorating

AT VILLAGE PARKS

Bring your decorations to Beverly Park, Riverside Park, the Beverly & Greenfield Pocket Park or the Beverly & Glencoe Pocket Park and help us decorate the Winter Wonderland installations, at your leisure - now through December 31st! Due to COVID-19, social distancing guidelines must be followed while decorating the installations.



2019—2020 ANNUAL REPORT

BIRMINGHAM YOUTH ASSISTANCE

We are BYA! You are BYA!

2019-2020 EXECUTIVE COMMITTEE:

Chairperson
David Wind

Vice-Chair
Ann Nazareth Manning

Secretary
Eileen Pulker

Treasurer
Richard Stasys

Past Chair
Shelley Taub

2019-2020 GENERAL CITIZENS COMMITTEE:

Andrew G. Acho
Judith Adelman
Det. Ron Baller
Pierre Boutros
Mary Jo Dawson
Mark Dziatczak
Jill Fill
Kate Layton
Reuben Myers
Jennifer Rass
Det/Sgt. Mike Romanowski
Vicki Sower
David R. Walker
Adrienne Young
ADVISORY MEMBERS:

Sheriff Michael Bouchard
Jason Clinkscale
Rachel Erin
Jan Sweetapple

OFFICE STAFF:
Caseworker
Catherine Womack

Office Manager
Terry Poduska
Karen Plants

From our Chairperson—*David Wind*

When we began our year in the Fall of 2019, all seemed normal with our agenda, structure of events and continued service to youth and families within our geographic boundaries of the Birmingham Public School District. Little did we know that beginning in March of 2020, our mission would be challenged by the pandemic forcing our approach to adapt to the new reality of social distancing, virtual learning within our schools and the temporary closing of our economy.

Beginning with our Annual Sponsor Meeting on October 10, 2019, BYA invited and recognized over 200 sponsors, donors and board members with a breakfast held at NEXT in Birmingham. Dick Stasys was honored as BYA Champion for his incredible commitment and contributions over many years to the organization.

On November 19th, BYA co-sponsored a family education program, “Do it for Daniel: A Conversation about Suicide” in conjunction with Birmingham Public Schools at Groves High School. The moving presentation by Jeff Olson whose son, Daniel, suffered from depression and lost his life to suicide was designed to gather, initiate community conversations, reduce stigma, create awareness, and provide care and resources for families. A special thanks to our Caseworker Catherine Womack for chairing this educational event.

Saturday December 14th, our annual “Breakfast with Santa” was held at the Townsend Hotel in Birmingham with over 140 guests at two breakfast seatings. In addition to Santa, the festivities included members of the Seaholm Orchestra and a balloon artist. We thank Shelley Taub and Vicki Sower for coordinating the event and our student volunteers for making the event run so smoothly.

Continued on page 2

Chair Dave Wind Presents BYA 2019
Champion Award to Dick Stasys.



Chairperson Report continued from Page 1.

Birmingham Police
Department Support
Dog Bella



As we entered 2020, Ann Nazareth Manning, chair of the Kids' Dog Show event, was well organized for our 39th annual show, which took place at Berkshire Middle School on Super Bowl Sunday (February 2nd). 55 dogs and their owners participated in this fun, family-friendly event. We would like to thank our generous sponsors and the dedicated volunteers who make this fun family event possible.

Early in March 2020, with the beginning of the changes brought on by the Covid-19 Pandemic, schools were closed and our historic remaining agenda altered:

- Youth in Service Appreciation, normally celebrated in March needed to be cancelled. Ann Manning and Dave Walker, co-chairs, will reexamine our program going forward.
- The BYA Red Raiser, our Spring fund raising event showcasing a Birmingham restaurant needed to be cancelled.
- Camp scholarships on a limited basis were awarded to attend day camps.
- Touch-A-Truck normally held at Bingham Farms Elementary School in May was likewise cancelled due to restrictions placed on gatherings.
- Participation at Birmingham's Farmers' Market was not possible as the Market was suspended.
- On a positive note, although our normal routine was interrupted, our Board was able to meet via a Virtual Zoom format thanks to our Secretary, Eileen Pulker and the Village of Franklin.
- Our Caseworker, Catherine Womack, continued to work with her clients and their families either by phone or Zoom rendering valuable support and counselling during these difficult and stressful times.

The Birmingham Public Schools, City of Birmingham, and the Villages of Beverly Hills, Bingham Farms and Franklin provide valuable resources to BYA for programs, operations and services. We are provided with furnished equipped space for our office, operations, programs and services. In addition, we also receive in-kind donations from our community, organizations and local businesses. These sponsorships and collaborations help BYA to service youth and families with their needs.

Family Education *Chair: Mary Jo Dawson*

With the continuous concern in our community for the mental health of our youth, BYA sponsored on November 19th at Groves High School the presentation by Jeff Olson of *Do it for Daniel : A Conversation about Suicide*.

The Story of Daniel Olson is one that many have become familiar with over the past few years. Daniel suffered from anxiety and depression and took his life in the summer of 2012. Daniel's family found a way to turn their tragedy into a powerful tool to help educate others about the reality of depression and suicide. The family made a documentary about Daniel's struggles that Jeff Olson, Daniel's father, shared with the Birmingham community. If you attended this event or not and are looking for more information place about this topic of concern - go to www.doitfordaniel.com.

Do it for Daniel:
A Conversation about Suicide

PLEASE JOIN US
Birmingham Youth Assistance
is pleased to host an evening
presentation by Jeff Olson.

TUESDAY, NOVEMBER 19, 2019
7:00 P.M. (Doors open at 6:30 p.m.)
BIRMINGHAM GROVES HIGH SCHOOL
LITTLE THEATER
20500 W. 13 MILE ROAD, BEVERLY HILLS, MI
Please RSVP (248) 203-4300 or
Email: office@birminghamyouthassistance.org

This evening presentation is for parents and any adults who care about youth. (High school students accompanied by a parent are welcome.)

The story of Daniel Olson of inheriting is one that many people have become familiar with over the past several years. Daniel suffered from anxiety and depression and took his own life in the summer of 2012. Daniel's family has found a way to turn their tragedy into a powerful tool to help educate others about the reality of depression and suicide. The family has made a documentary about Daniel's struggles and Jeff Olson, Daniel's father, has been showing the film and speaking to parents, professionals, and students for over a year. Learn more at www.doitfordaniel.com.

Birmingham Youth Assistance

39th Annual Kids' Dog Show

Chair: Ann Nazareth Manning

First Place Winners

Best Costume – Keegan Kosiba and Mace Windu (Pitbull mix)

Best Trick – Valentine Stevenson and Piper (Havanese Poodle)

Waggiest Tail – Lila Bailey and Bella (Boxer/Lab mix)

Best Looking – Neleh Wiegart and Izzy (Great Dane)

Best in Show – Neleh Wiegart and Izzy (Great Dane)



Is your dog the best looking or have the waggiest tail? Children aged 4-14 brought their pups to the 39th Annual Kids' Dog Show on February 3, 2020 to find out. 55 dogs, assisted by their young owners, competed in five fun categories including Best Looking, Best Costume, Best Trick, Waggiest Tail, and the new Musical Sit game.

The event was great fun for all thanks to support from our community and volunteers. Berkshire Principal Jason Clinkscale made his 8th appearance as the show's dynamic emcee. Once again, the Southfield Police Department amazed us with a demonstration of their K9 Officers' attack and drug sniffing skills, and Pam Roehr from the Southern Michigan Obedience Training Club demonstrated how fun and easy it can be for the kids to train their pets. Ross Reimer from Music in Motion kept both toes and paws tapping to great tunes. Volunteers from local high schools made sure the dogs had fresh water and came to the rescue when pets had mishaps.

Our panel of judges this year featured Birmingham Mayor Pierre Boutros, Birmingham Chief of Police Mark Clemence, Premier Pet Supply owner Mike Palmer, Oakland County Commissioner Shelley Goodman Taub, Adrienne Young representing the Birmingham Public Schools Board of Education, and Pam Roehr of the Southern Michigan Obedience Training Club. For the first time, the judging panel also featured two Youth Judges, 2-time Best-in-Show Winner Alison O'Donnell and Youth-in-Service honoree Ethan Rass.

We're grateful to our generous sponsors, most of whom have been faithful show supporters for many years. Premier Pet Supply, as always, went over and above with a large financial donation and many hours of planning by owner Mike Palmer. Rachel (Rotger) Erin, owner of Stillwater Collective Creative Servoces, also dedicated a lot of time and creativity to planning the event and is responsible for the cute graphics and all the professional print materials. Southern Michigan Obedience Training Club, Beverly Hills Veterinary Associates and Mills Pharmacy also were generous sponsors, and merchandise was donated by Fluff & Tuff, Earthborn Holistic Pet Foods, and Oliver's Beer Biscuits.

This family-friendly event has become a wonderful tradition in our community. We see many of the same kids year after year and love watching them grow in confidence and maturity. Two generations of area residents have brought their pets to compete in silly events and enjoy the fellowship of other families. We are already excitedly looking forward to the 40th annual Kids' Dog Show in 2021.

Breakfast with Santa

Chairs: Shelley Taub , Vicki Sower

Our 2019 Breakfast with Santa was a terrific event. And, once again Joanie Sams at The Townsend Hotel outdid herself.

As a bit of Breakfast With Santa (BWS) history, for over a quarter of a century, BWS was at

The Community House. In 2017, The Community House decided they did not wish to partner with us. Happily, St. James Episcopal Church in Birmingham with the leadership of youth Director Chris Fentress-Gannon and her youth group hosted us in 2017 complete with a reindeer in the courtyard and a “new” Santa!



2018, we were hosted by The Townsend Hotel in The Clancy Room which seated 70 guests for breakfast. We had two seaings and could have sold many more tickets, so.....

In 2019, we “graduated” to The Regency Room where we were able to seat 160 per session. We sold out the later breakfast and nearly did so for the first seating as well. Santa was wonderful!

After the 2019 BWS, Joanie Sams thought we should uses the large ballroom in 2020 with a buffet breakfast in the foyer. Our date was set for December 12, 2020.

Sadly, the Covid-19 Pandemic has changed those plans. So, in a year which has challenged us like no other in our lifetimes, BWS, will be postponed until 2021.....Stay tuned!

Camp and Skillbuilding Scholarships

Chair: Richard Stasys

Birmingham Youth Assistance awarded scholarships to 27 youth in the 2019-2020 fiscal year. These young people attended overnight camps at Copneconic, Skyline, Ohiyesa, and Sancta Maria. Day campers attended Birmingham YMCA programs, Eton Academy, The Zone Dance Classes, The Community House Theater Camp, as well as these Birmingham Community Education programs: Lego Maniac, Rata2ee Cooking Class, Snap Football, Band, and support classes for Math, English, and other learning review programs. Birmingham Youth Assistance was able to make our scholarship dollars go farther with \$3,488 in-kind provided by the overnight camp programs. Scholarship enrollment for programs in 2020 was significantly impacted by pandemic program cancellations and closures.

Feedback from a parent:

“I would not have signed my child up for this camp because it was \$600 per week. However, I’m confident that the experience was impactful and something that they will remember for the rest of their life. Already talking about going back next year. They have been happier in school this year and seems overall a more positive kid.”



Mentors Plus *Chair: David Walker*

BYA had 3 youth matched with trained, adult, volunteer mentors this fiscal year through our Mentors Plus Program. These volunteer mentors provide one-to-one positive role model companionship for these young people. The commitment is for one year with weekly interactions. The program supports positive self-image, healthy behaviors, and new experiences. Mentors and their mentees are supported by trainings, events, programs, and resources offered through the Oakland County Youth Assistance Mentors Plus Program. If you would like to make a difference in the life of a child, please contact the Oakland County Mentors Plus Program at 248-858-0041 to learn more. ** COVID 19 in 2020 has restricted in person interactions, so Mentors have found creative ways to stay in touch with their Mentees virtually including FaceTime, phone calls, texts, and mail during this time of social distancing.*



Statistics support that youngsters meeting with their mentor

for an average of three times a month for a year or longer were:

- 46% less likely to use drugs**
- 27% less likely to start drinking**
- 53% less likely to skip school**

Membership *Chair: Mary Jo Dawson*

BYA has been fortunate to claim two new GCC members, Kate Layton and Jennifer Rass.

Kate came to BYA by way of former Chairperson of BYA, Shelley Taub. It was because of Kate's work as the community liaison with the Board of Oakland County Commissioners and her K-12 BPS experience that Shelly thought Kate would be a great fit ... and she is! Kate, a Groves grad, lives in Beverly Hills and has a child at Covington. Kate brings to BYA a bird's eye view of our community with her valuable gift as a Public Relations and Marketing professional. Thank you Kate.

In 2019, Jennifer's son Ethan was honored by BYA at the Youth in Service award ceremony. Ethan, a student at Berkshire, then became the first Middle school student judge at the 2020 Annual Kid's Dog Show. With Jennifer's involvement in both of these came her added interest in the work of BYA and her offer to join the GCC. Jennifer is a resident of Beverly Hills with both her son and daughter at Berkshire Middle school. Jen is also a current member of the Birmingham Public Schools Board. Welcome Jennifer.

Farmers Market *Chair: Reuben Myers*

BYA provided volunteers, crafts, and treats for the Birmingham Farmer's Market Kid Zone on September 1, 15, and October 27, 2019, with participation of over 300 youth for this family fun event.



Youth In Service *Chairs: David Walker, Ann Nazareth Manning*

Each year, we are thrilled and honored to celebrate youth who have excelled in serving their communities. March 2020 would have been the tenth recognition event jointly sponsored by Birmingham Youth Assistance and the Birmingham Optimists. Instead, we decided to take time out to examine our program and, with input from key stakeholders, re-imagine our approach to identifying these young people so deserving of recognition. As it happens, the event would have had to be cancelled due to the lockdown.

When our community was shaken by the onset of COVID-19, some sat back and watched while others took action. Our Spring, 2021 appreciation event will spotlight those middle and high school students who saw in the pandemic opportunities to reach out and help others.



2019 Honorees

(Not in photo order)

Middle School Honorees - Nasser Awada, Maya Belen, Drew Dorfman, Marley Eaton, Gabriel Faber, Lea Milani, Viraj Nautiyal, Ethan Rass, Mena Refai, George Schreibeis

High School Honorees – Jackson Bergstrom, Mary Carter, Jana Dinkeloo, Hayley Gappy, Leah Goralczyk, Cameron Howell, Kyla Hurns, Edward Jevahirian, Claire Kowalec, Robert Kunz, Gabriela Lloyd, Katie Lucken, Emily McGlynn, Tania Miller, Erin Roberts, Chelsea Schaufler, Aly Simonelli, Sam Zack

Casework Statistics 2019-2020

Caseworker: Catherine Womack, MSW

<u>Referral Reasons</u>		<u>Youth Served Directly</u>			<u>Referral Sources</u>	
		<u>Age</u>	<u>Male</u>	<u>Female</u>		
Prevention	38				School	38
Marijuana/Alcohol	17	6 yrs	1	0	Police	33
School Incurigibility	11	7 yrs	2	1	Parent	10
Assault and Battery	5	8 yrs	1	0	Prosecutor's	
Intimidation/Harassment	4	9 yrs	3	0	Office	3
Breaking & Entering	3	10 yrs	2	1	Other	3
School Truancy	3	11 yrs	3	2		
Sexting/Indecent Exposure	3	12 yrs	7	6		
Weapons violation	3	13 yrs	8	4		
Retail Fraud	2	14 yrs	12	3		
Counterfeit ID	1	15 yrs	15	4		
		16 yrs	6	9		
					<u>Caseload Totals</u>	
					Direct Service Cases	90
					Consult Cases	78
					Caseload CS Hours	225

WANT TO GET INVOLVED?

WAYS YOU CAN SUPPORT BIRMINGHAM YOUTH ASSISTANCE

- ◇ Volunteer as a BYA committee member.
- ◇ Volunteer as a member of the BYA Board of Directors.
- ◇ Be a Mentor!
- ◇ Volunteer at a BYA community event.
- ◇ Organize a BYA community event.
- ◇ Donate/offer services to develop a BYA Program.
- ◇ Donate items to be used at a BYA community event.
- ◇ Make a monetary donation.
- ◇ Nominate a youth for a Youth in Service Award.

**For more information, please
call us at 248-203-4300**

In order to support the COVID-19 suppression efforts of Oakland County, Birmingham Youth Assistance (BYA) is operating remotely at this time. In order to help aid, support and assist BYA families during this unprecedented time, you may leave a voice message at Birmingham Youth Assistance Cell Phone # (248) 736-5733 or email caseworker, Catherine Womack at womackc@oakgov.com. Emails and phone messages will be checked on a regular basis and responses will be provided as soon as possible. If you have a counseling emergency, please contact Common Ground at (800) 231-1127 or contact your local hospital or healthcare provider.

Thank you and STAY WELL!

2019—2020 INDIVIDUAL DONORS

- | | |
|---------------------|--------------------------|
| ◇ Dee and Andy Acho | ◇ Juleen Henry |
| ◇ Judith Adelman | ◇ Dante Lanzetta |
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BIRMINGHAM YOUTH ASSISTANCE

2436 W. Lincoln Rd. , F102
Birmingham, MI 48009

Phone: (248)203-4300

Fax: (248) 203-4301

Email:

office@birminghamyouthassistance.org

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Check out our Website:

www.birminghamyouthassistance.org



Oakland County Youth Assistance has been dedicated to the prevention of juvenile delinquency, child abuse and neglect since 1953. Twenty-six offices in Oakland County provide programs to serve youth and their families, under the auspices of the Oakland County Circuit Court-Family Division. Youth Assistance programs work because they are community based and developed by volunteers who have their fingers on the pulse of the community. The County of Oakland does not discriminate on the basis of disability in admission or access to its programs, activities or services as required by Title II of the Americans With Disabilities Act of 1990. The County of Oakland is an Equal Employment Opportunity Employer.

Birmingham Youth Assistance has been a non-profit community-based service organization committed to youth and their families through a variety of programs and resources since 1962. BYA operates with the sponsorship and generosity of the Oakland County Circuit Court—Family Division, as well as the City of Birmingham, the Villages of Beverly Hills, Bingham Farms, and Franklin, and the Birmingham Public Schools. Principal funding is supplied through the Oakland County Board of Commissioners.

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