

Village of Beverly Hills
Regular Village Council Meeting
Tuesday, April 20, 2021

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

Zoom link: <https://us02web.zoom.us/j/87888978722>

Meeting ID: 878 8897 8722

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

AGENDA

Roll Call/Call to order

Pledge of Allegiance

Amendments to Agenda/Approve Agenda

Special Order of Business: Update from State Representative Kyra Harris Bolden

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

1. Review and consider approval of [minutes](#) of a special Council meeting held March 30, 2021.
2. Review and consider approval of [minutes](#) of a regular Council meeting held April 6, 2021.
3. Review and file [bills](#) recapped as of Monday, April 12, 2021.
4. Review and consider [Severance Agreement](#) with Bob Fisher.

Business Agenda

1. Review and consider subcommittee's [recommendation](#) for appointment on the Birmingham Area Cable Board.
2. Review and consider awarding [pavement marking bid](#) to JV Contracting, Inc.
3. Receive and file [report](#) from Hubbell, Roth, and Clark, Inc. on the condition of Riverside Bridge.
4. Review and consider [Property Access Agreement](#) at Riverside Park.
5. Review and consider Restaurant Relief Program [reimbursements](#).
6. Review and consider Fiscal Year 2020-2021 [Budget Amendments](#).
7. Review and consider Public Services Director [Employment Agreement](#).
8. Review and consider Beverly Park Bike Trail [proposal](#).
9. Review and consider [recommendation](#) from the Parks & Recreation Board to host a Park Clean Up on Saturday, May 15, 2021.
10. Review and consider [recommendation](#) from the Parks & Recreation Board regarding Memorial Day.
11. Review and consider [recommendation](#) from the Parks & Recreation Board to host Concert in the Park on Friday, June 4, 2021.

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.

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.

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SPECIAL COUNCIL MEETING MINUTES – MARCH 30, 2021 – PAGE 1

Present: President George; President Pro-Tem Hrydziuszko; Members: Abboud, Kecskemeti, Mooney, and O’Gorman
 George participated remotely via Zoom from Port Orange, Florida.
 Kecskemeti participated remotely via Zoom from Black Mountain, North Carolina.
 All other members present participated remotely via Zoom from Beverly Hills, Michigan.

Absent: Peddie

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

President George called the regular Village 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.

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Roll Call Vote:
 Motion passed (4-0)

PUBLIC COMMENTS

None.

O’Gorman arrived at 7:34 p.m.

BUSINESS AGENDA

REVIEW AND CONSIDER RESOLUTION DECLARING A LOCAL STATE OF EMERGENCY (COVID-19)

The following Resolution was offered by Hrydziuszko and supported by Kecskemeti to declare a local state of emergency (COVID- 19):

WHEREAS, COVID-19, and the possible exposure to persons afflicted with it, constitute a clear and present danger to the health, safety, and welfare of Village personnel and persons doing business with or residing in the Village. Federal, state, and county orders, directives, guidelines, and recommendations, including from the Michigan Department of Health and Human Services (MDHHS) and the Center for Disease Control (CDC), have been issued in an effort to control the COVID-19 Coronavirus pandemic declared by the World Health Organization (WHO); and

WHEREAS, these federal, state, and county orders, directives, guidelines, and recommendations include closing and restricting business establishments; cancelling, postponing, and limiting the numbers at gatherings of people; postponing or limiting the number of persons required to physically attend public meetings; and calling for

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appropriate steps to be taken by local governments in an effort to control the spread of COVID-19; and

WHEREAS, these federal, state, and county orders, directives, guidelines, and recommendations have been changed or updated on a frequent basis, and further changes or updates are expected. Most recently, the Michigan Department of Health and Human Services issued an Emergency Order on March 2, 2021, which includes limiting the number of persons permitted to attend indoor gatherings, and requiring the implementation of social distancing protocols and the wearing of face masks. The MDHHS Order directly impacts the Village's ability to conduct indoor gatherings, including public meetings of Village Officials, Village Administration, Village Staff and Employees and members of the general public due to space constraints; and

WHEREAS, COVID-19 and the possible exposure to persons afflicted with it, the emergence of dangerous new COVID variants, the current upward trend of COVID cases, and the gradual and systematic program for vaccinating the general public constitute a clear and present danger to the health, safety, and welfare of Village residents, personnel, and persons doing business the Village; and

WHEREAS, In accordance with the Emergency Management Act, Public Act 390 of 1976, the Village's Emergency Preparedness Ordinance, section 3a(1)(b) of the Michigan Open Meetings Act, and pursuant to federal, state, and county orders, directives, guidelines, and recommendations, the Village of Beverly Hills Village Manager, President and Village Council have determined and declare a continuing Local State of Emergency due to COVID-19 and authorize the Village Manager, or President, in conjunction with Village Staff and Police and Fire Services, to act in accordance with the Village of Beverly Hills Emergency Preparedness Plan, to ensure that indoor gatherings are conducted safely and in accordance with applicable federal, state, and county orders, directives, guidelines, and recommendations relating to COVID-19.

THEREFORE, IT IS RESOLVED AND DECLARED by the Village Manager, President and Village Council of the Village of Beverly Hills, Oakland County, Michigan, that there is a continuing Local State of Emergency in the Village due to COVID-19, and MDHHS orders the Village of Beverly Hills Emergency Preparedness Plan be implemented to ensure that local resources are to be used as needed and to the fullest extent possible.

IT IS FURTHER RESOLVED AND DECLARED THAT:

1. The Village Council authorizes the Village Manager or President to take appropriate measures, in their discretion, to respond to or protect Village residents, businesses, and personnel from the declared Local State of Emergency by adopting and enforcing all appropriate measures, including but not limited to:
 - A. Taking actions necessary to comply with federal, state, and county orders and directives that are binding on the Village.
 - B. Limiting, cancelling, or postponing Village meetings and functions to those required by law.

- C. Cancelling, postponing, or continuing emergency rules for any public meeting of a Village Council, board, commission, or committee, and providing public notice and conducting Village Council, board, commission, and committee meetings electronically with remote attendance, in accordance with the Open Meetings Act, as amended, and the electronic meetings rules previously adopted by Council.
- 2. This Declaration shall remain in effect until the earlier of June 30, 2021 or the Village Council determines the Local State of Emergency no longer exists and terminates this Declaration.
- 3. To the extent the previous emergency declaration, adopted by resolution by Village Council on March 17, 2020, remains in effect; this Declaration terminates and supersedes that prior Declaration.

Roll Call Vote:
Motion passed (5-0)

PUBLIC COMMENTS

None.

Abboud arrived at 7:38 p.m.

COUNCIL COMMENTS

None.

ADJOURNMENT

Motion by Mooney, second by Hrydziuszko, to adjourn the meeting at 7:39 p.m.

Roll Call Vote:
Motion passed (6-0)

John George
Council President

Kristin Rutkowski
Village Clerk

REGULAR COUNCIL MEETING MINUTES – APRIL 6, 2021 – PAGE 1

Present: President George; President Pro-Tem Hrydziusko; 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
Village Attorney, Ryan
Public Safety Director, Torongeau

President George called the regular Village 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.

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Roll Call Vote:
Motion passed (6-0)

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

None.

CONSENT AGENDA

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

1. Review and consider approval of minutes of a regular Council meeting held March 16, 2021.
2. Review and file bills recapped as of Monday, March 29, 2021.
3. Set public hearing date for May 4, 2021 to receive comments on the Fiscal Year 2021/2022 proposed budget.
4. Set public hearing date for May 4, 2021 to receive comments on Special Assessments to be added to the tax roll.
5. Review and consider annual funding request from Birmingham Youth Assistance for Fiscal Year 21-22.

Roll Call Vote:
Motion passed (6-0)

Peddie arrived at 7:33 p.m.

BUSINESS AGENDA

SECOND ANNOUCEMENT OF A VACANCY ON THE BIRMINGHAM AREA CABLE BOARD

There is a vacancy on the Birmingham Area Cable Board for a partial term ending June 30, 2021. The Cable Board meets the third Wednesday of the month at 7:45 a.m. The meetings are currently taking place remotely via Zoom due to the COVID-19 pandemic.

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 to the Village Clerk by Monday, April 12, 2021.

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

REVIEW AND CONSIDER REQUEST FROM MARIAN HIGH SCHOOL TO HOLD ANNUAL WALK-A-THON ON MAY 7, 2021

Village administration received a request from Marian High School asking for permission to hold its annual Walk-a-thon in the Village of Beverly Hills on the morning of Friday, May 7, 2021. A map of the proposed route was provided to Council for review.

Participants only use the sidewalks and Marian will have staff members stationed throughout the route for supervision. Marian's Walk-a-thon is once again supporting Angel's Place and Lighthouse's South Oakland Shelter. Participants will be expected to wear masks and distance as appropriate following any and all MDHHS and Oakland Health directives.

Motion by Peddie, second by Hrydziuszko, be it resolved, the Beverly Hills Village Council authorizes Marian High School to hold its annual Walk-a-thon in Beverly Hills on Friday, May 7, 2021 provided that a Certificate of Liability Insurance naming the Village of Beverly Hills is submitted to the Clerk's office prior to the event.

Roll Call Vote:

Motion passed (7-0)

REVIEW AND CONSIDER BEVERLY HILLS LIONS CLUB'S REQUEST TO USE VILLAGE STREETS FOR MEMORIAL DAY FUN RUN ON MAY 31, 2021

The Beverly Hills Lions Club is requesting use of several Village streets for their annual Fun Run/Walk on Memorial Day, Monday, May 31, 2021 from 9:00 am to 10:00 am. They are also requesting that any permit fees be waived, as the Village has done in the past. Proceeds from the event support programs involved with helping the blind and hearing impaired, as well as Beverly Hills community charities.

A map showing the proposed route and a letter from the event chairperson, Roy Waters, was provided. A Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured has been submitted to the Clerk's office.

Motion by O'Gorman, second by Mooney, be it resolved, the Beverly Hills Village Council authorizes the Beverly Hills Lions Club to use the streets as detailed on the attached map on Monday, May 31, 2021 from 9:00 am to 10:00 am for their annual Fun Run/Walk and

waives any permit fee provided that a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is filed with the Clerk's office.

Roll Call Vote:

Motion passed (7-0)

REVIEW AND CONSIDER ANNUAL CONTRACT WITH NEXT FOR FISCAL YEAR 21-22

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

Next has provided a contract for services for the period of July 1, 2021 through June 30, 2022. For the services provided under the contract Next is requesting funding in the amount of \$43,375 from the Village. Village Administration has included this funding request in the draft FY 2021-22 budget. The annual contract and funding request was included for Council review.

Cris Braun, Executive Director of Next, was in attendance and thanked Council for their support over the years. She stated that Next has continued to provide uninterrupted services during the pandemic.

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

Roll Call Vote:

Motion passed (7-0)

REVIEW AND CONSIDER BUCKTHORN ERADICATION PROJECT RECOMMENDATION FOR BEVERLY PARK AND RIVERSIDE PARK

Per recommendation from the Parks & Recreation Board and direction from the Village Council, Administration obtained quotes for woody invasive species removal through Oakland County's Cooperative Purchasing Agreement, which allows municipalities to opt-in.

The two contractors that signed opt-in forms with Oakland County are Cardno, Inc. and GEI Consultants. Administration met with both contractors individually on site at Beverly Park and Riverside Park in February 2021. Each contractor provided line item proposals for buckthorn eradication at Beverly Park, which is divided into four zones (A-D), and at Riverside Park.

The proposals were presented to the Parks and Recreation Board for review and recommendation at their March 18, 2021 meeting. Cardno proposed beginning work as soon as April 2021 and the total amount quoted was \$45,648.00. GEI presented a flexible timeline, recommended beginning work in summer 2021, and the total amount quoted was \$30,790.00. Both proposals include stump cut and foliar treatments. Neither proposal includes chipping services, but either contractor would make brush piles near the edge of the treatment area to allow ease of access for chipping later on.

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

GEI's treatment plan does not include any mowing. Instead, the contractor would hand cut and use chainsaws for the cutting portion of the work. GEI proposed using the herbicide Triclopyr (Renovate 3) to treat the woody invasive species.

In a 6-0 vote, the Parks and Recreation Board recommended that the Village Council accept the proposal from GEI Consultants for woody invasive species eradication at Beverly Park and Riverside Park to begin in 2021 with the conditions that GEI provide professional references to Administration and that the agreement include a stipulation that the contractor will not be paid in full until after the proposed work is complete. Following the meeting, GEI provided references to Administration. Administration contacted the references, which all gave positive reviews and would recommend GEI for future projects.

Earlier this year Administration nominated both Beverly Park and Riverside Park as sites to receive invasive species removal grant funding through our partnership with the OC CISMA. In late March Administration received notification that our sites have been selected to receive funding from the County later this year, which will offset some of the Village's expenses for this project. The details of this agreement are still being worked out, so Administration recommends budgeting for the full amount of this project at this time.

Motion by Hrydziuszko, second by Abboud, be it resolved, the Beverly Hills Village Council accepts GEI Consultant's attached proposal in the amount of \$30,790.00 for woody invasive species removal at Beverly Park and Riverside Park to begin in summer 2021. The cost for this project will be added to Account 101-751-778.04 (Buckthorn eradication) in the Fiscal Year 2021-2022 budget.

Roll Call Vote:
Motion passed (7-0)

REVIEW AND CONSIDER

At the March 18, 2021 Parks & Recreation Board meeting, the Board discussed creating an Art in the Park Sculpture Project in Beverly Hills. The project would align with the 2018 Community Recreation Plan's goal to "improve recreational facilities to encompass system wide recreation welcoming all residents to encourage healthy and active lifestyles" by "enhancing aesthetic appeal of parks" and "[developing] programs for residents of various ages."

The Parks & Recreation Board unanimously voted to recommend that the Village Council approve the development of an Art in the Park/Sculpture Walk program in Village parks as outlined in the attached document and to add a line item to the annual Parks & Recreation budget for the program not to exceed \$7,000.00.

The detailed proposal from the Board was provided for review and consideration.

Janice Hausman, Parks & Recreation Board member, was in attendance to provide more details of the proposed project and answer questions from Council.

Motion by Hrydziuszko, second by Kecskemeti, be it resolved, the Beverly Hills Village Council approves the Parks & Recreation Board's request to develop an Art in the Park
THESE MINUTES ARE NOT OFFICIAL. THEY HAVE NOT BEEN APPROVED BY THE VILLAGE COUNCIL.

Sculpture Project at Village parks with annual funding to be allocated to Department 751 (Parks & Recreation) for the project not to exceed \$7,000.00.

Roll Call Vote:

Motion passed (7-0)

REVIEW AND CONSIDER MEMORANDUM FROM VILLAGE ATTORNEY REGARDING PROPERTY AT GREENFIELD AND BEVERLY ROADS (PARCEL TH-24-01-284-001)

Ryan provided an overview of his memorandum dated March 31, 2021 regarding the status of Village owned property on Greenfield, north and south of Beverly Road. It was Ryan's opinion that this property can be designated as Park No. 5 or as thereafter named by Village Council as in fact a designated duly established public park within the Village of Beverly Hills. It is not necessary for the Village Council to take any further action to establish this property as a public park, but he recommended it be added to the Zoning Map, Master Plan, and Community Recreation Plan at the appropriate time.

REVIEW AND CONSIDER MEMORANDUM FROM VILLAGE ATTORNEY REGARDING POTENTIAL ORDINANCE AMENDMENTS FOR BACKYARD CHICKEN PILOT PROGRAM

Ryan provided an overview of his memorandum dated March 31, 2021 regarding Chickens in the Village of Beverly Hills. The memo provided a brief summary of how the issue came before Council, dating back to 2017. Ryan described the process for adopting ordinances, including holding public hearings and having first and second readings prior to adoption.

George stated that the Council was not taking a vote on this item at this meeting. He noted that the Council received several written comments from residents both for and against allowing chickens in the Village.

TOPICS FOR COUNCIL DISCUSSION

1. Park Clean Up/Memorial Day

Wilson gave an overview about events being held during the COVID-19 pandemic, taking into consideration group gathering guidelines and safety protocols.

Hrydziuszko summarized the Parks & Recreation Board's discussion on Memorial Day from their March 18 meeting. The Board recognized that the traditional Parade and Carnival will not be able to take place. They suggested decorating Beverly Park, providing bike decorating kits to residents, holding a food/clothing drive for veterans, displaying a memorial wreath near the flagpole, and asking BCTV to replay previous recordings of the Memorial Day Parade on local cable television.

2. Sewer and Water Drainage

Kecskemeti gave a summary of a recent meeting she attended with SEMCOG and other municipalities regarding sewer and water drainage. She stated that there are some maintenance options that can take place in the short term. She recommended meeting with the engineers, HRC, as a next step.

Council discussed ditches and restrictor plates.

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PUBLIC COMMENTS

The following residents attended the meeting and spoke in opposition of backyard chickens in the Village: Mary Naida, Amherst; Tom Maxwell, Lauderdale; Candace Buehner, Kinross; Michael Zainea, Waltham; Stacey Weinthal, Saxon; Mr. Whalen, Amherst; and Alison Bodle, Bellvine Trail

Laura Mikulski, Ferndale, Michigan and Tony Roma, Beverly Road attended the meeting and spoke in favor of a backyard chicken pilot program.

MANAGER'S REPORT

FY 2021-22 Budget – Council will receive a draft copy of the FY 2021-22 Budget prior to the meeting. This draft budget includes Fiscal Years 2021-22 (FY 22) and 2022-23 (FY 23). Village Administration has accounted for new millage rates as approved by votes in the November 2020 election. A new fund for Park Improvements, Fund 208, has been established to account for the new dedicated park millage. The draft budget shows significant transfers to Major and Local Roads for both years to allow for continued repair and rehabilitation to Village streets. All costs for pension and retiree health care obligations are fully met. Fund Balances in the General Fund remain strong and are projected to be around 25% in the Public Safety Fund. I feel this budget reflects the strong financial position of the Village.

A budget workshop is scheduled for Tuesday, April 13th at 7:30 p.m. Should Council have any concerns or questions about the budget prior to the meeting please feel free to reach out to either Sheila or myself. A Public Hearing for this budget is scheduled for May 4th. Village Administration anticipates adoption of a budget at that meeting.

Evergreen Lane Closure/Flagging – Oakland County has notified the Village of the need for temporary daytime lane closure and flagging along Evergreen Rd near 14 Mile. Crews working on a sewer underneath Evergreen will be removing debris from underneath the road. All lanes of traffic will be maintained, but one lane will be closed periodically throughout daylight hours the week of April 5th. There will be no detour or closures of any side streets, but there may be delays for north and south bound traffic. Evening and overnight traffic will not be delayed. The lane closure will start just north of Carriage Lane and end just south of 14 Mile, with traffic using the north bound lane.

Compost Available – Compost is available at the Village/Township Hall parking lot. Compost is free to Village residents and is provided to the Village courtesy of SOCRRA.

SOCRRA Special Collection Event – SOCRRA will be holding a Special Collection Event in Troy on Saturday, April 10th. The event will take place at the Troy Aquatic Center Parking lot on 3425 Civic Center Drive and is open to all Village residents (please bring ID). Materials being collected include Household Hazardous Waste such as paint and cleaning supplies, electronics, cardboard and Styrofoam. Information is available at www.socrra.org.

COUNCIL COMMENTS

O’Gorman thanked residents for providing input.

Kecskemeti said she appreciates resident participation. She reminded everyone that if they preorder rain barrels from Friends of the Rouge then they can pick them up at the Village parking lot on Saturday, April 24, 2021.

Abboud commented on a recent meeting with SEMCOG regarding the Recovery Act. He encouraged Council members to obtain Elected Officials Academy credits through the Michigan Municipal League. He thanked everyone for supporting Next. He thanked residents for participating in meetings.

Peddie stated that the Planning Commission began their five-year review of the Master Plan.

Mooney stated that there was demonstrated opposition to backyard chickens and does not want to divide the community over this issue. He suggested to do what is in the best interest of the Village and to place the item on the ballot for voters to decide.

Hrydziusko thanked residents for voicing their concerns. She stated that this is a discussion around backyard chickens and it would not move forward without sufficient community support.

George asked about language to hold contractors accountable if they do not comply with the Code. He appreciates everyone's input to the discussions. He suggested placing a time constraint on comments when there is a large number of people in attendance.

ADJOURNMENT

Motion by Abboud, second by Mooney, to adjourn the meeting at 9:52 p.m.

Roll Call Vote:

Motion passed (7-0)

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 03/30/2021 THROUGH 04/12/2021.

ACCOUNT TOTALS:

101	GENERAL FUND	\$58,758.56
202	MAJOR ROAD FUND	\$3,184.45
203	LOCAL STREET FUND	\$14,411.42
205	PUBLIC SAFETY DEPARTMENT FUND	\$137,581.03
285	RETIREE HEALTH CARE FUND	\$3,150.00
592	WATER/SEWER OPERATION FUND	\$281,518.63
701	TRUST AND AGENCY FUND	\$302.00
	TOTAL	<u>\$498,906.09</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$498,906.09</u>
	GRAND TOTAL	<u>\$498,906.09</u>

04/12/2021 10:47 AM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 04/12/2021 - 04/12/2021

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
04/12/2021	COM	83484	60249	5 ALARM	773.34
04/12/2021	COM	83485	53536	AERO FILTER, INC.	165.00
04/12/2021	COM	83486	60217	AMAZON CAPITAL SERVICES	540.30
04/12/2021	COM	83487	31164	APOLLO FIRE APPARATUS	7.50
04/12/2021	COM	83488	01100	APOLLO FIRE EQUIPMENT	83.69
04/12/2021	COM	83489	53284	APPLIED IMAGING	139.04
04/12/2021	COM	83490	59125	APPRIVER, LLC	138.32
04/12/2021	COM	83491	51802	ARROW OFFICE SUPPLY CO.	271.96
04/12/2021	COM	83492	59419	AXON ENTERPRISE, INC.	497.42
04/12/2021	COM	83493	51409	BEVERLY HILLS ACE	70.94
04/12/2021	COM	83494	50489	BOB ADAMS TOWING	112.00
04/12/2021	COM	83495	49980	C&G PUBLISHING	68.90
04/12/2021	COM	83496	58959	CADILLAC ASPHALT, LLC	692.30
04/12/2021	COM	83497	60011	CDW GOVERNMENT	623.54
04/12/2021	COM	83498	59347	CINTAS CORPORATION #31	22.87
04/12/2021	COM	83499	50392	CITY OF BIRMINGHAM	90,381.60
04/12/2021	COM	83500	59323	CLEANNET	858.00
04/12/2021	COM	83501	51439	COMCAST	101.85
04/12/2021	COM	83502	04500	COMEAU EQUIPMENT CO INC.	20,054.52
04/12/2021	COM	83503	50826	CONSUMERS ENERGY	229.47
04/12/2021	COM	83504	51385	DTE ENERGY	6,373.94
04/12/2021	COM	83505	60372	EAGLE LANDSCAPING & SUPPLY	40.00
04/12/2021	COM	83506	31830	ENTERPRISE COMPUTER	1,218.00
04/12/2021	COM	83507	30685	ERIC KOENIG	1,050.00
04/12/2021	COM	83508	59813	FIRE DEFENSE EQUIPMENT CO.	55.94
04/12/2021	COM	83509	58795	G&M ENTERPRISES, LTD.	503.75
04/12/2021	COM	83510	60206	GREAT LAKES WATER AUTHORITY	969.72
04/12/2021	COM	83511	58950	HYDROCOP	290.00
04/12/2021	COM	83512	30521	JOHN MILLIRON	1,050.00
04/12/2021	COM	83513	53316	LANG'S ON-SITE SERVICES	135.00
04/12/2021	COM	83514	51792	LEXISNEXIS RISK SOLUTIONS	150.00
04/12/2021	COM	83515	31794	MICHAEL MILES	1,050.00
04/12/2021	COM	83516	59329	MICHIGAN INDEPENDENT DOOR COMPANY	110.00
04/12/2021	COM	83517	51620	MICHIGAN MUNICIPAL RISK	43,700.25
04/12/2021	COM	83518	59330	MIKE SAVOIE CHEVROLET	1,241.90
04/12/2021	COM	83519	58903	MUNIWEB	302.00
04/12/2021	COM	83520	51799	NYE UNIFORM EAST	732.50
04/12/2021	COM	83521	51540	O'REILLY AUTO PARTS	33.98
04/12/2021	COM	83522	51751	O.C.W.R.C.	33,807.83
04/12/2021	COM	83523	59735	OAKLAND COMMUNITY COLLEGE/CREST	1,390.00
04/12/2021	COM	83524	50830	OAKLAND COUNTY TREASURER'S	198,348.59
04/12/2021	COM	83525	14100	OBSERVER & ECCENTRIC	76.02
04/12/2021	COM	83526	60028	PHOENIX SAFETY OUTFITTERS	350.00
04/12/2021	COM	83527	15300	PRINTING SYSTEMS	146.94
04/12/2021	COM	83528	60386	PTS COMMUNICATIONS	60.00
04/12/2021	COM	83529	32235	RICHARD REPRODUCTIONS	68.00
04/12/2021	COM	83530	16500	S.O.C.R.R.A.	34,690.00
04/12/2021	COM	83531	16600	S.O.C.W.A.	42,880.13
04/12/2021	COM	83532	38145	SOUTHFIELD POSTAL SERVICE	405.81
04/12/2021	COM	83533	17700	SUNSET MAINTENANCE SERVICE	1,000.00
04/12/2021	COM	83534	31043	THOMAS J RYAN PC.	8,000.00
04/12/2021	COM	83535	38205	VERIZON WIRELESS MESSAGING	287.54
04/12/2021	COM	83536	MISC	WALLSIDE WINDOWS	600.00
04/12/2021	COM	83537	53572	WOW! BUSINESS	1,255.69
04/12/2021	COM	83538	MISC	YANKE CONSTRUCTION INC	700.00

COM TOTALS:

Total of 55 Checks:	498,906.09
Less 0 Void Checks:	0.00
Total of 55 Disbursements:	498,906.09

Memorandum

To: Honorable John George, Village President; Village Council
From: Chris D. Wilson, Village Manager
CC: Sheila McCarthy, Finance Director; Peggy Linkswiler, Human Resources Coordinator
Date: 4/16/2021
Re: Robert Fisher Severance Agreement

Public Safety Officer Robert Fisher is currently on a leave of absence for reasons not related to his job performance. PSO Fisher has been with the Public Safety Department for 24 years and has served the Village very well. Bob was planning to retire in the next 1-2 years. A potential return to service from his current leave of absence is unknown at this time.

The Village and the Public Safety Officers Union have negotiated an agreement by which PSO Fisher would voluntarily retire now, forego accrued furlough time and provide a full release to the Village in exchange for a lump sum payment of \$50,000. Village Administration has reviewed this arrangement and has found it to be financially advantageous to the Village in that it frees up the position to be filled in a timely manner preventing the use of overtime to backfill this position for an undetermined period.

This proposal has been reviewed by the Personnel Committee who all agreed to send it to the Village Council for review and consideration with a positive recommendation. The agreement has also been reviewed and approved by the Village Attorney and the Village's Labor Attorney.

Suggested Resolution – *Be it resolved that the Village Council approve and authorize the Village Manager to execute the Severance Agreement with Robert Fisher.*

SEVERANCE AGREEMENT

In consideration of the mutual promises and covenants contained herein, Robert Fisher (“Employee”), Michigan Association of Police (“Union”), and the Village of Beverly Hills (“Employer”) have entered into this Severance Agreement (“Agreement”).

Collectively, the Employee, the Union, and the Employer shall be known as the “Parties.”

RECITALS

- A. Robert Fisher is currently employed by the Village of Beverly Hills as a Public Safety Officer.
- B. A collective bargaining agreement (“Collective Bargaining Agreement”) exists between the Village of Beverly Hills and the Michigan Association of Police with effective date July 1 of 2017 to June 30, 2022.
- C. Robert Fisher is covered by the collective bargaining agreement between the Village of Beverly Hills and the Michigan Association of Police.
- D. Robert Fisher, the Village of Beverly Hills, and the Michigan Association of Police agree that the Agreement serves the best interests of the Parties, in accordance with the terms and condition contained within this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

- I. **Effective Date.** This Agreement is made and entered into on April 21, 2021 (“Effective Date”) by the Employee, the Union, and the Employer.
- II. **Employment Status.** The Parties acknowledge that the Employee’s last day of employment shall be April 21, 2021. The Employer has paid the Employee all payments due through April 21, 2021 and all standard deductions and regular payroll tax withholdings have been made. These payments shall be reflected in the IRS W-2 form that the Employer shall issue to the Employee for the fiscal year.
- III. **Severance.** In consideration of the mutual promises and covenants contained herein, the Employer agrees to provide the following to the Employee:
 - a. A one-time lump-sum payment to the Employee in the amount of \$50,000 (“Severance Payment”). The Severance Payment shall not be delivered to the Employee until this Agreement becomes effective as described in Section I of this Agreement or until the revocation period described in Section X(b) has expired without the Employee revoking this Agreement, whichever date is later. The

Severance Payment shall be subject to the appropriate taxes and other payroll deductions required by law. These payments shall be included in the IRS W-2 form the Employer shall issue to the Employee for the fiscal year. Employee agrees that, to the extent that any Federal, State, or Local taxes may be or become due or payable as part of the Severance Payment, that the Employee shall be fully responsible for paying such taxes.

- b. Full pension benefits through the Michigan Employees' Retirement System (MERS) as described in Article XXII (22) of the Collective Bargaining Agreement.
- c. Retiree healthcare as described in Article XX (20), Section III (3), IV (4), V (5), and VI (6) of the Collective Bargaining Agreement.

IV. **Employee's Benefits.** The Employer agrees that any and all benefits that were provided to the Employee shall continue until April 21, 2021. In addition, the Employer shall assist the Employee in the transfer, change, or termination to any employment benefits, including, but not limited to, health insurance plans, dental insurance plans, vision insurance plans, life insurance plans, disability insurance, childcare benefits, wellness programs, retirement plans, government assistance programs, and / or any other program or benefit that was readily accessible and being used by the Employee.

V. **Return of Property.** Not Applicable.

VI. **Indemnification.**

- a. In consideration of the terms set forth in this Agreement, Employee releases and discharges the Union and the Employer from all claims, debts, wages, demands, rights, liens, charges, lawsuits, and causes of action, including but not limited to claims under the United States Constitution or Michigan Constitutions; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Civil Rights Acts of 1866 and 1871, as amended; the Family Medical Leave Act, as amended; Michigan's Elliott-Larsen Civil Rights Act, as amended; Michigan's Persons with Disabilities Civil Rights Act, as amended; the Age Discrimination in Employment Act, as amended; the Michigan Whistleblowers' Protection Act; the Public Employment Relations Act, as amended; federal, state, or local common law or doctrines, in law or in equity; and any other causes of action concerning or related to Employee's employment with Employer from the beginning of his employment to the date of this Agreement, whether known or unknown to Employee, or that accrue after this Agreement because of any existing facts, known or unknown, in favor of Employee against Employer. Employee further waives any and all rights to rehire or reemployment that Employee may have now or later. Each of the parties acknowledges that Employer, in accepting this release and the terms of this Agreement, does not, in any way, admit to any cause of action, liability, or claim.

- b. Nothing contained in this paragraph is intended, nor shall be construed; (i) to waive or release any future claim arising after the date of this Agreement is signed by the Employee; or (ii) to limit the Employee's right to enforce the terms of this Agreement. The Employee understands that any offer by the Employer to offer Severance Payment(s) or any other payment not mentioned in this Agreement does not constitute an admission by the Employer that it has conducted any misconduct or violated any statute, law, regulation, or ordinance or have any other legal obligation that it may owe to the Employee with respect to any aspect of their employment with the Employer or their separation therefrom.
 - c. This release does not preclude the Employee from participating in any investigation or proceeding with the Michigan Employment Relations Commission / National Labor Relations Board, the Equal Opportunity Commission or a similar State or Local agency.
 - d. This release does not preclude the Employee from initiating a lawsuit against any manufacturer or distributor of any product, substance, or chemical which may have caused injuries to Employee during his employment with Employer. Employee expressly preserves any and all claims and causes of action of any nature against any person or entity whatsoever, except for the express release of the Employer under the terms state in this Agreement.
 - e. The Union agrees not to file any grievance, arbitration demand, suit or other complaint arising from, relating to, concerning or touching upon the Employee's employment with the Employer or his separation of employment with the Employer.
- VII. **Breach.** Any breach by the Employee of the obligations under this Agreement shall be considered a material breach of this Agreement. The Employee acknowledges and understands that, in the event of such a breach or threatened by breaching this Agreement, the Employer, in addition to any other rights and remedies it may possess, shall be entitled to appropriate injunctive relief, and shall be further entitled to recover its reasonable costs and attorneys' fee incurred in seeking relief for any such breach or threat by the Employee.
- VIII. **Disparaging Remarks.** The Parties agree that they will not criticize, denigrate, or disparage each other as set forth herein. Employee agrees to not make any comments or statements to the media, the Employer's current and former employees, any individual or entity with whom the Employer has a business relationship, or any other individual or entity if such comment or statement could be likely to adversely affect the conduct of the Employer's business with that of such third (3rd) party, or any of the Employer's plans, prospects, or business reputation of the Employer. Employer agrees not to make any comments or statements to the media, prospective employers, or any other individual or entity if such comment would adversely affect the reputation of Employee.

- IX. **Other Agreements.** The Employee acknowledges that the only consideration he has received for authorizing this Agreement is that set forth herein. No other promise, inducement, threat, agreement or understanding of any kind or description has been made with the Employee to cause he or she to enter into this Agreement. The Employee further acknowledges that the consideration he or she is receiving from the Employer through this Agreement is greater than any amount otherwise entitled to from the Employer.
- X. **Review.**
- a. Employee acknowledges and understands that he has the right to consider this Agreement for twenty-one (21) calendar days from receipt of this Agreement to consider its terms, although the Employee may choose to sign this Agreement any time before the expiration of this period. The Employee acknowledges that if he or she signs this Agreement before the running of the twenty-one (21) day waiting period, he or she has done so with the full knowledge and understanding that he or she was entitled to the full twenty-one (21) days within which to consider this Agreement. During this review period, the Employee is encouraged to consult with an attorney regarding the terms and legal effect of this Agreement. By signing this Agreement, the Employee acknowledges and agrees that they are entering into this Agreement freely, knowingly, and voluntarily, without any duress or undue influence, with a full understanding of its terms and with a full understanding and knowledge that the Employee is waiving all claims against the Employer through the date upon which the Employee executes this Agreement. This Agreement does not waive claims which arise after the date it is signed.
 - b. The Employee may revoke this Agreement within seven (7) calendar days from the date that he signs this Agreement. Any such revocation must be in writing and provided to the Village Manager, 18500 W. 13 Mile Road, Beverly Hills, Michigan 48025. If this Agreement is not revoked, it shall become effective, enforceable, and irrevocable. If any Federal, State or Local laws, regulations, or ordinances require that the Revocation Period is for more time than stated, this Agreement shall adhere to any minimum required time-period and the Employee shall have the same rights to revoke this Agreement.
- XI. **Severability.** Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions, shall not be affected thereby and said illegal, unenforceable or invalid part, term or provisions shall be deemed not to be part of this Agreement.
- XII. **Expenses.** The parties to this Agreement shall bear their own costs, expenses, and attorneys' fees incurred in, arising out of, or in any way related to the matters resolved by this Agreement or the negotiation of this Agreement.

- XIII. **No Reliance on Representations of Other Party.** In executing this Agreement, each party warrants that it is drawing upon its own judgment and knowledge and that it is not relying on any statements or representations made by the other party or its agents.
- XIV. **Governing Law.** This Agreement shall be governed by the State of Michigan and its court shall have the jurisdiction to be the proper venue for any disputes that may arise out of this Agreement.
- XV. **Additional Terms or Conditions.** Not Applicable.
- XVI. **Non-Precedential Effect.** The Parties agree that the terms and provisions of this Agreement do not represent, nor are they intended to create, any form of precedent or past practice in any matter involving other Village employees. The parties also agree that the terms and provisions of this Agreement are not evidence of the parties' intent regarding any provision of any collective bargaining agreement.
- XVII. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the Parties and fully supersedes any and all prior contracts or agreements between the Parties pertaining to compensation or severance, and it likewise fully supersedes any and all other conflicting agreements or understandings between the Parties. It is expressly understood and agreed by the parties that this Agreement, and not the collective bargaining agreement between the Employer and the Union, govern the obligations of the parties to one another.

Robert Fisher

Date: _____

Michigan Association of Police

By: _____

Date: _____

By: _____

Date: _____

Village of Beverly Hills

By: _____

Date: _____

By: _____

Date: _____



To: Honorable Council President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Cable Board Appointment

Date: April 14, 2021

There is one vacancy on the Birmingham Area Cable Board for a partial term ending June 30, 2021.

Announcements of the vacancy were made at the March 16 and April 6, 2021 Village Council meetings. Applications were due April 12, 2021. The Village has received two applications to fill the vacancy.

A subcommittee has been formed to meet with the applicants and offer a recommendation to Council. The subcommittee meeting will be held on Tuesday, April 20, 2021 at 7:00 p.m. via Zoom. The subcommittee consists of Councilmember Mooney (chair), President Pro-Tem Hrydziusko, and Councilmember Kecskemeti.

Zoom link: <https://us02web.zoom.us/j/85265966252>

Meeting ID: 852 6596 6252

Dial In: 1-646-876-9923

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council appoints _____ to the Birmingham Area Cable Board for a partial term ending June 30, 2021.



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

CC: Thomas Meszler, Public Services Director

Subject: Pavement Marking Bid Award

Date: April 15, 2021

The Village contracts out pavement marking services for centerlines, edge markings, and hand painting on Village roads. The previous contract for these services has expired. At the March 2, 2021 Village Council meeting, Council authorized Administration to obtain bids for a pavement marking contract. A request for proposals was published on MITN/Bid Net Direct. A public bid opening was held on April 5, 2021 and the Village received two bids. A bid tabulation is attached for Council's review.

The low bidder was JV Contracting, Inc. in the amount of \$14,600.00. The proposal is attached and includes restriping the Beverly Park parking lot. Administration checked with references and recommends the Village Council award the contract to JV Contracting, Inc.

Recommended Resolution:

Be it resolved, the Beverly Hills Village Council awards the pavement marking contract for 2021 to JV Contracting, Inc. in the amount of \$14,600.00. Funds for this project are available in account #101-440-932.03 (Public Services) and #101-751-778.03 (Parks).

Attachments

7285 S State Rd - Goodrich - MI 48438
Jim Valente - 248.308.6165

7285 S State Rd - Goodrich - MI 48438
Jim Valente - 248.308.6165

Pavement Marking

Village of Beverly Hills

[illegible]

\$ 14,600.00



2021 Pavement Marking Bid Tabulation
April 5, 2021 11:00 a.m.

Company Name	Address	Bid Amount
JV Contracting	7285 S. State Road Goodrich, MI 48438	\$14,600.00
PK Contracting	1965 Barrett Drive Troy, MI 48084	\$19,075.00

Memorandum

To: Brad Shepler

From: Krista Schoonveld and Rich Nacey

Date: April 12, 2021

Subject: City of Beverly Hills
Riverside Bridge Deck Investigation

HRC Job No. 20200667

As requested, on April 9, 2021, Rich Nacey and Krista Schoonveld completed the site investigation regarding the deterioration observed in the deck and sidewalk of the Riverside Bridge crossing over the Rouge River, just east of Evergreen Road. This bridge consists of 36" wide x 33" deep reinforced concrete box beams and a 6" reinforced concrete deck.

Site observations include reflective longitudinal cracking in the deck full span length, diagonal and some random deck cracking in each quadrant, as well as several transverse cracks mostly along the east approach joint, spalling and delamination of the concrete deck in the northeast and northwest quadrants, and some minor efflorescence between the adjacent box beam joints on the underside of the deck. Majority of efflorescence noted on the underside was noted along the second joint from the upstream fascia beam below the sidewalk, along with some minor longitudinal cracking in the beams at this joint. Efflorescence and cracking were noted in the post-tensioning grout pockets.

Observations of Significance:

- Cracking, deterioration, and delamination of the deck noted in the northeast and northwest quadrants.
 - Northeast quad approximately 70 square feet
 - Northwest quad approximately 45 square feet
- Cracking located along the deck and approach joint was noted.
- Significant deterioration and delaminations noted in the upstream sidewalk. Totalling approximately 328 square feet.
- Deterioration and delamination noted along the deck joint of the downstream sidewalk. Totalling approximately 82 square feet.
- Efflorescence along the box beam underside below the upstream sidewalk.
- Cracking and spalling along the top of the concrete railing.
 - Upstream rail approximately 26 linear feet.
 - Downstream rail approximately 16 linear feet.
- Overall good condition of the underside of all box beams.
- Efflorescence and cracking in post-tensioned grout pockets.

Evaluation:

It appears that water has migrated under the concrete sidewalk along the sidewalk/deck joint and due to freeze thaw cycles,

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
801 Broadway NW
Suite 215
Grand Rapids, MI 49504
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

has caused the concrete sidewalk surface to deteriorate, scale and delaminate from the deck. It appears that water has migrated under the concrete deck along the approach joints and due to freeze thaw cycles, has cause the concrete deck surface to delaminate from the box beams. It is our opinion that the deterioration is likely limited to the concrete deck and sidewalk and does not extend into the top flange of the box beam. The efflorescence noted along the box beam joints indicates the water is likely pooling under the sidewalk and deck and migrating through the box beam joints. Box beams were noted to be in good condition but if the water migration is not addressed further deterioration of the box beams is expected.

Recommendations:

1. Replace cracked and delaminated concrete deck in the northeast and northwest quadrant along the approach joint. During removal operations the box beam top flanges should be evaluated.
2. Replace cracked and delaminated concrete sidewalks.
3. Replace cracked and spalled concrete along top of bridge railing.
4. Apply a silane-based penetrating sealant to all exposed surfaces of the concrete deck, sidewalk, and railing to seal all cracks.
5. Hot-pour seal the sidewalk/deck joint and each approach joint.
6. Replace deteriorated grout in post-tensioned pockets.
7. Above noted repairs should be combined into a bridge maintenance project.

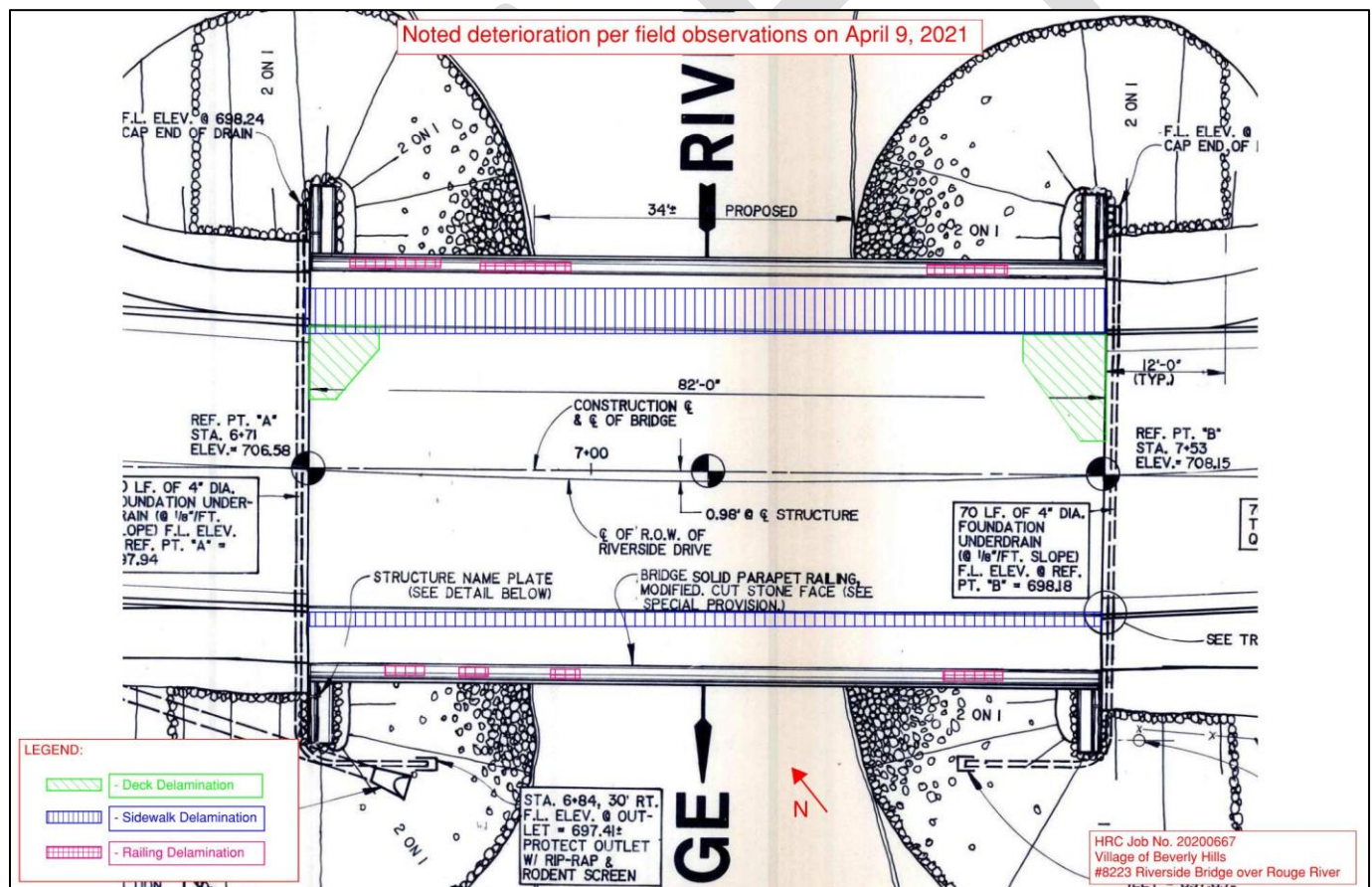


Figure 1: Locations of significant cracking and delamination of the deck, sidewalk and railing.

Photos of Significance:



Photo 1: Deck cracking, sidewalk deterioration, and railing spalls in Northwest quad.



Photo 2: Deck cracking and sidewalk deterioration in Northwest quad.



Photo 3: Sidewalk deterioration along deck joint.



Photo 4: Exposed reinforcement in sidewalk



Photo 5: Efflorescence and minor beam cracking 2nd joint from upstream fascia beam, below the sidewalk.



Photo 6: Efflorescence and cracking in post-tensioned grout pocket.



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Property Access at Riverside Park for Knotweed Treatment

Date: April 15, 2021

Earlier this year Administration applied for grant funding through our partnership with the Oakland County Cooperative Invasive Species Management Area (OC CISMA) for removal of Japanese knotweed (*Fallopia japonica*) at Riverside Park. Knotweed is an invasive species that aggressively outcompetes native plants. The plants can grow 3-10 feet tall and they limit the light available to other nearby plants. Knotweed also releases chemicals into the soil to limit the growth of competitor plants. A species profile is attached with more information.

The OC CISMA Director notified Administration that Riverside Park has been selected to receive knotweed treatment and expects to have sufficient grant funding to complete the treatment this year.

The OC CISMA/Six Rivers Land Conservancy is in the process of obtaining quotes from contractors for the project and has requested access to Village property (Riverside Park, Parcel TH-24-02-151-017) for the purposes of treating invasive plant species and helping restore wildlife habitat. A copy of the access agreement is attached. Village Attorney Ryan has reviewed the agreement and has opined that it is appropriate for Village Council to authorize. If approved, the Village's liability carrier, MMRMA, will be notified of this project. Residents whose properties abut Riverside Park will be notified of the project as well.

Recommended Resolution:

Be it resolved, the Beverly Hills Village Council authorizes Six Rivers Land Conservancy/OC CISMA to access Riverside Park (Parcel TH-24-02-151-017) for the purposes of treating invasive plant species and helping restore wildlife habitat and authorizes the Village Manager to execute the Property Access Agreement for Treatment of Invasive species as submitted.

Attachments



Property Access Agreement for Treatment of Invasive Species

This Agreement, made this _____ day of _____, 20_____, by and between _____ (“Owner”) and Six Rivers Land Conservancy (SRLC), a Michigan non-profit organization, for the purposes of treatment invasive plant species and helping restore wildlife habitat, at the Owner’s request, establishes consent to access the Owner’s property at

and having Parcel Identification Number(s)

(the “Property”). Owner agrees to allow the Oakland County Cooperative Invasive Species Management Area (OC Cisma) and/or SRLC, their employees, agents, contractors and volunteers access to the Property to perform the work described above from the date of final signature through December 31, 2021. Notice of treatments will be provided to landowner 24 hours in advance of scheduled treatment date.

This project may be funded in whole or in part by the Michigan Invasive Species Grant Program through the Departments of Natural Resources, Environment, Great Lakes, and Energy, and Agriculture and Rural Development. An invasive species is one that is not native and whose introduction causes harm, or is likely to cause harm to Michigan’s economy, environment, or human health. Owner agrees to not knowingly introduce invasive plant species on the Property.

Owner has requested, and hereby consents and agrees to the physical, chemical or biological removal of invasive species from the Property by SRLC and/or OC Cisma (including their respective elected officials, employees, volunteers, agents, contractors, partners, and consultants). Treatment may include applying herbicides at the recommended label rates and in accordance with all label direction under the direction of licensed, certified commercial applicators; hand pulling or cutting, or other accepted best practice control methods. Treatment may also occur under permit by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) where applicable and will adhere to requirements under said permit, including filing any treatment amendments, all necessary posting of property prior to treatment, and all follow-up paperwork required.

To the fullest extent permitted by law, the Owner agrees to defend, pay on behalf of, indemnify, and hold harmless SRLC, OC Cisma, OC Cisma partners and their respective elected and appointed officials, employees, agents and volunteers and others working on behalf of SRLC or OC Cisma against any and all claims, demands,



suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from SRLC, by reason of personal injury, including bodily injury or death and or property damage, including loss of use thereof, which arises out of, or is in any way connected to or associated with the treatment of the Property as described in this agreement.

This instrument contains the entire agreement between SRLC and Owner. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

Any changes in the provisions of this Agreement must be in writing and signed by SRLC and Owner. No waiver of any term or condition of this Agreement shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events. If Owner sells or transfers Property before the end of this agreement. Owner will notify SRLC in writing at P. O. Box 80902 Rochester, MI 48308-0902.

Signed _____ Date _____
Owner or legally authorized representative

Signed _____ Date _____
SRLC by its authorized representative

Contact Information for Treatment and Access Notification

Owner Name(s): _____ Office Phone: _____

Address: _____ Cell Phone: _____

City, State, Zip: _____ Email: _____

Invasive Species Alert

Japanese Knotweed

(*Fallopia japonica*)

Established in Michigan

Identification:

- Perennial, herbaceous shrub that can grow from 3-10 feet high
- Hollow stalks are persistent through winter, looks similar to bamboo
- Stems have a fine white coating that rubs off easily
- Flowers arranged in spikes near the end of the stem are small, numerous, and creamy white in color
- Flowers bloom in August and September in Michigan

Habitat: Japanese knotweed can be found along roadsides, wetlands, wet depression, woodland edges, and stream or river banks. Full sun conditions are preferable, although this plant can tolerate some shade and a wide range of soil and moisture conditions.

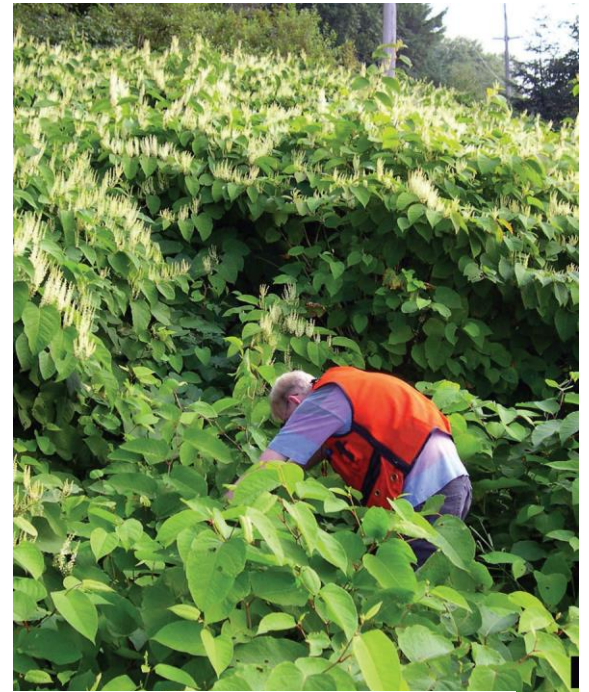


Suzan Campbell, MNFI

Native Range: Asia

U.S. Distribution: Japanese knotweed has been introduced to most of the contiguous U.S. Florida, Alabama, Texas, New Mexico, Arizona, Nevada, Wyoming, and North Dakota are the exceptions.

Local Concern: Japanese knotweed grows very aggressively in disturbed areas. It excludes native plants by light limitation, nutrient cycling alterations, and allelopathy (releasing toxic or inhibiting chemicals to suppress the growth of potential competitor plant species).



Tom Heutte, USDA Forest Service,



Suzan Campbell, MNFI



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

From: Jay Blenkhorn, Assistant to the Village Manager

Re: Summary of Oakland County Restaurant Relief Grant Requests

Date: April 13, 2021

The Village of Beverly Hills has received three (3) requests for funds from local businesses as part of the Oakland Together Restaurant Relief Program. This program is intended to help local bars, restaurants and cafés offset some costs of fighting the spread of the COVID-19 virus. Funds can be used to reimburse expenses incurred adapting a storefront for new or expanded outside service and/ or for securing supplies used to safely re-open.

The Village has been awarded a total of \$9,149.00 as part of the program. We currently hold \$6,404.30 and are anticipating the remaining \$2,744.70 upon approval of our first report to Oakland County.

After the Village Manager’s review of the grant requests, a brief summary of the information was requested. That information is as follows:

BUSINESS NAME	TOTAL OF RECEIPTS SUBMITTED	SUGGESTED REIMBURSEMENT	REIMBURSING FOR
Brady's Tavern	\$5,732.41	\$3,162.57	Software, PPE, Sanitizer
Beverly Hills Grill	\$6,087.40	\$3,687.40	Rental of Heaters, Propane Tanks, and Walls
Michigan Beer Growler Company	\$2,299.03	\$2,299.03	Propane Tank Refills, PPE, Patio Heater, Protective Barrier
TOTAL:		\$9,149.00	

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves the Oakland County Restaurant Relief Program reimbursements for Brady’s Tavern in the amount of \$3,162.57, Beverly Hills Grill in the amount of \$3,687.40, and Michigan Beer Growler Company in the amount of \$2,299.03. Funds for these expenses are available in account # 101-248-748.05.

Memorandum

To: Honorable President George; Village Council
CC: Chris D. Wilson, Village Manager; Tom Ryan, Village Attorney; Peggy Linkswiler, Treasurer
From: Sheila McCarthy, Finance Director
Date: April 15, 2021
Re: FY 2020-2021 Budget Amendments

Attached are proposed FY 2020-2021 Village of Beverly Hills Budget Amendments.

There are General Fund amendments relating to the Restaurant Relief Grant. There is no net effect.

In Major Roads and Local Roads there is an amendment increasing Act 51 revenue received from the State. There are amendments relating to the 13 Mile Federal Road Program to bring the accounts into line with project projections per the engineering firm Hubbell, Roth and Clark, Inc. There are amendments adjusting various other expenditures to expected values at year end. The effect of the amendments is a net of revenue and expenditure increase of \$257,567 in Major Roads and a net of revenue and expenditure increase of \$50,198 in Local Roads.

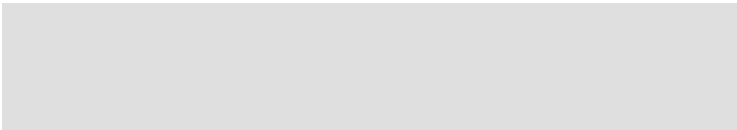
In the Capital Fund there are amendments relating to Public Safety equipment resulting in a net revenues and expenditures decrease of \$114,748.

In the Water Fund there are adjustments to penalty revenues and the CSO Maintenance Contract resulting in a net revenues and expenditures decrease of \$99,314.

These proposed FY 2020-2021 Budget Amendments have been reviewed by Village Administration and are recommended for approval.

Recommended Resolution

Be it resolved that the Village of Beverly Hills Council authorizes Village Administration to transfer or adjust monies reserved in the General, Major Roads, Local Roads, Capital Fund and Water Fund, as reflected in the April 15, 2021 memorandum from Finance Director, Sheila McCarthy.



Village of Beverly Hills
Proposed Budget Amendments included in the Preliminary Budget to Council 4.20.21
FY 2021

a/c	Fund	Account Description	Budget before Amendments	Amendment	Revised Budget	
		General Fund Revenue Amendments				
101-000-528.05	General	Restaurant Relief Grant	-	9,149	9,149	Restaurant Relief Grant money to be received
101-000-628.00	General	Charges for Services - Rubbish	778,585	(778,585)	-	G/L Account change
101-000-410.00	General	Rubbish Taxes	-	778,585	778,585	G/L Account change
					-	
		Net Revenue Amendment Increase (Decrease)		9,149		
		General Fund Expenditure Amendments				
101-248-748.05	General	Restaurant Relief Grant Expenditures	-	9,149	9,149	Restaurant Relief Grant money paid out
		Net Expenditure Amendment Increase (Decrease)		9,149		
		Net of Revenues & Expenditures		-		
		Major Road Fund Revenue Amendments				
202-000-546.00	Major	State Gas & Weight Tax	683,633	40,000	723,633	Adjust to revised State Estimates
202-000-671.50	Major	Southfield Contributed Capital - Federal Project	429,731	262,600	692,331	Adjust to HRC
202-000-671.55	Major	RCOC Contributed Capital - Federal Project	109,005	40,529	149,534	Adjust to HRC
		Net Revenue Amendment Increase (Decrease)		343,129		
		Major Road Fund Expenditure Amendments				
202-451-810.55	Major	13 Mile Federal Project - Construction	862,619	378,473	1,241,092	Adjust to HRC total Federal Project Costs
202-478-776.03	Major	Salt & Sand	56,225	2,000	58,225	Adjust to expected actuals
202-478-818.01	Major	Winter Labor	15,875	(12,875)	3,000	Adjust to actuals, no further expenditures
202-478-942.01	Major	Winter Equipment Rental	28,813	(21,000)	7,813	Adjust to actuals, no further expenditures
202-482-810.05	Major	Federal Project - Engineering	111,036	(111,036)	-	Record All Federal Project Costs in 202-451-810.55
202-482-957.00	Major	Transfers out to Local Roads	150,000	(150,000)	-	Not required in FY21
		Net Expenditure Amendment Increase (Decrease)		85,562		
		Net of Revenues & Expenditures		257,567		
		Local Road Fund Revenue Amendments				
		Net Revenue Amendment Increase (Decrease)		-		
		Local Road Fund Expenditure Amendments				
203-463-933.01	Local	Clean Drains Catch Basins	56,925	(40,000)	16,925	Adjust to Expected Actuals
203-474-935.00	Local	R & M Barricades	3,623	8,377	12,000	Adjust to Expected Actuals
203-478-776.03	Local	Salt & Sand	20,000	(2,000)	18,000	Adjust to actuals, no further expenditures
203-478-818.01	Local	Winter Labor	7,425	(5,000)	2,425	Adjust to actuals, no further expenditures
203-478-942.01	Local	Winter Equipment Rental	26,575	(11,575)	15,000	Adjust to actuals, no further expenditures
		Net Expenditure Amendment Decrease		(50,198)		
		Net of Revenues & Expenditures		50,198		
		Capital Fund Revenue Amendments				
		Net Revenue Amendment Increase (Decrease)		0		
		Capital Fund Expenditure Amendments				
401-905-981.03	Capital	Capital PS Radio Equipment	0	47,621	47,621	Partial purchase of radios per Oakland County pulled ahead to FY21
401-905-981.04	Capital	Capital PS Axon Body & Car Cams	0	67,127	67,127	Purchase of portion of Axon Body & Car Cams pulled to FY21
		Net Expenditure Amendment Decrease		114,748		
		Net of Revenues & Expenditures		(114,748)		
		Water Fund Revenue Amendments				
592-000-655.00	Water	Penalties	65,000	(30,000)	35,000	Penalties waved due to Covid
		Net Revenue Amendment Increase (Decrease)		(30,000)		
		Water Fund Expenditure Amendments				
592-543-930.05	Water	CSO Maintenance Contract	569,250	69,314	638,564	Costs higher than budgeted
		Net Expenditure Amendment Decrease		69,314		
		Net of Revenues & Expenditures		(99,314)		

Memorandum

To: Honorable John George, Village President; Village Council
From: Chris D. Wilson, Village Manager
CC: Sheila McCarthy, Finance Director; Peggy Linkswiler, Human Resources Coordinator
Date: 4/16/2021
Re: Public Services Director Position

The Village's FY 2021-22 budget includes the funding of the position of Public Services Director on a full-time basis. This position has been filled by Tom Meszler on a part-time basis since 2009 under the terms of the attached contract. I have reached out to Mr. Meszler to make him aware of the desire of Council to transition this position to full time as the current demands of this position cannot be met with a part time employee.

This transition will require the termination of the existing Employment Agreement. I have attached a copy of the 2009 agreement for your review. The contract has been forwarded to the Village Attorney and Labor Attorney for their review. Both are in agreement that the contract should be terminated prior to filling the position on a full-time basis.

For the position to be filled by July 1 the Village will need to begin the search process as soon as possible. I have attached a copy of the job description for the Public Services Director position for your review.

Suggested Resolution – *Be it resolved that the Village Council agrees to terminate the Employment Agreement between the Village of Beverly Hills and Tom Meszler for the duties of Public Services Director on a part-time basis as of June 30, 2021 as this position is transitioning to a full-time position.*

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is effective beginning on July 1, 2009, between the Village of Beverly Hills (hereinafter "Village") and Tom Meszler (hereinafter "Employee"). This Agreement set forth the rights, duties and respective obligations of the parties.

1. **Term** - The Village hires the Employee for a term of two (2) years subject to the right of either party to terminate the same as set forth herein. This Agreement shall renew automatically thereafter from year to year provided that neither party terminates this Agreement as provided herein. The parties may agree to modify the terms of this Agreement but may only do so in writing and subject to the restrictions set forth in paragraph 10.
2. **Termination** - This Agreement shall terminate:
 - a. **Automatically, upon the death of the Employee.**
 - b. **At the election of the Village - with or without cause.** The Village may terminate the Employee during this Agreement at any time and for any reason.
 - c. **At the Employee's own election - with or without cause.** the Employee may terminate his employment during this Agreement at any time and for any reason.
 - d. **Upon expiration of the Term** - In the event that the Village intends not to renew this Agreement, this Agreement and the Employee's employment shall terminate on the expiration of this Agreement.
3. **Duties** - During the term of this Agreement, the Employee shall act as a Director for the Department of Public Services. In this capacity, the Employee shall devote his full and sufficient time to adequately perform the specific duties associated with his position, and shall also perform such other duties as are assigned from time to time by the Village Manager. Employee agrees to use his best efforts in performing his duties as Director for Department of Public Services for the Village's business.
4. **Compensation** - In consideration for all services to be rendered by Employee to the Village, the Village shall pay to Employee an hourly rate of \$40.00, subject to applicable federal, state, and local taxes and withholdings.
5. **Hours** - The Village and Employee agree that Employee's annual hours will not exceed 1,250 hours, on a calendar-year basis, unless approved in advance by the Village Council. The Employee's weekly hours and schedule will be determined in the discretion of the Village Manager and in consultation with Employee.
6. **Benefits** - The Village shall provide to Employee no ~~benefits~~.

7. **Representations of Employee** - Employee represents and warrants to the Village that there is no employment contract or any other contractual obligation to which Employee is subject that would prevent Employee from entering into this Agreement or from fully performing Employee's duties under this Agreement.
8. **Applicable Law** - This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan without regard to its conflicts of law principles.
9. **Entire Agreement** - This Agreement, along with any applicable handbooks, policies or other Employer procedures constitutes the entire agreement between the parties pertaining to its subject matter and supercedes all prior or contemporaneous agreements, representations, and understandings of the parties. To the extent the Employer's handbooks, policies or other procedures contradict this Agreement, this Agreement will control. Should any provisions of this Agreement be deemed illegal or unenforceable, the remainder of this Agreement shall remain enforceable. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Michigan.
10. This Agreement, and any substantial modification to it, shall not be valid unless approved by the Village Council.

VILLAGE:

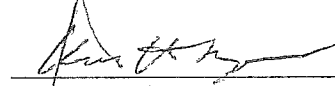
_____

By: CHRIS WILSON

Its: VILLAGE MANAGER

Date: 06/18/09

EMPLOYEE:

_____
Tom Meszler

Date: 6/18/09

VILLAGE OF BEVERLY HILLS JOB DESCRIPTION

PUBLIC SERVICES DIRECTOR

Supervised By: Village Manager

Supervises: Directs contractual workers engaged in public services activities

Position Summary:

Under the general supervision of the Village Manager, plans, directs, and supervises all aspects of the Public Services Department. Ensures adequate planning and coordination of a broad range of public works functions, and establishes and administers departmental policies, procedures and regulations. Provides technical expertise for a wide range of Village projects and ensures that Village projects are completed in accordance with applicable regulations and accepted practices.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties, which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Plans, organizes, and directs all aspects of departmental operations including personnel, budgeting, general administration, and capital needs assessment. Develops, recommends and implements policies and procedures in accordance with Village codes and State regulations.
2. Develops long-range plans and engineering strategies to realize goals in accordance with community needs, demographic trends, and the Village's vision. Assesses department operations, monitors operational costs, analyzes public works needs and makes recommendations.
3. Directs and oversees the work quality of contractual employees. Supervises personnel, evaluates performance, and takes corrective action as necessary.
4. Prepares and presents annual budget requests, administers departmental budget, and ensures that the authorized budgetary procedure is properly used. Serves as Streets Administrator with responsibility for Act 51 expenditures and reporting. Researches, writes and administers grants.
5. Initiates and manages the bidding process, administers all aspects of contracted services, and leads contract negotiations. Provides project oversight and quality control to ensure contracted services meet Village specifications and citizen expectations.
6. Coordinates the design and preparation of plans and specifications for all infrastructure

maintenance, improvement or development projects. Oversees Village engineering projects and facilitates private development. Reviews proposed project plans for permit activity that involves engineering standards per Village ordinances and codes. .

7. Provides technical assistance and information to other Village departments, the public, developers, consulting engineers, regulating agencies, and others. Performs research and provides information as requested. Responds to inquiries and resolves complaints.
8. Maintains Village maps, technical records, construction drawings and other documents. Manages a complex information system to track Village infrastructure developments and related public services activities. Uses engineering/surveying equipment to set grades and check existing conditions.
9. Serves as the Village Traffic Engineer. Works with Public Safety Director to analyze traffic patterns and develop related traffic management strategies.
10. Prepares status and special reports as requested by Village Council and/or the Village Manager. Attends Council meetings and makes presentations. Represents the Village to various entities, agencies and other governmental units, attends meetings and communicates the Village's needs, interests and positions.
11. Keeps abreast of public works and engineering developments, new administrative techniques, and current issues through continued education and professional growth. Maintains cooperative relations with peer agencies and other governmental units. Attends conferences, workshops, and seminars as appropriate.
12. Acts as department spokesperson, establishing and maintaining effective relationships with citizens, news media, community groups, Village officials, employees, and other interests. Serves on special committees and participates in professional organizations as appropriate.
13. Implements new technology, including GIS, within the Department. Defines departmental needs and fosters departmental transition to new or upgraded technology. Utilizes CAD software for mapping and engineering tasks.
14. Responds to emergencies utilizing and maintaining well-defined procedures.
15. Oversees park grounds and equipment maintenance and coordinates related functions with other Village departments as necessary. Responsible for park purchases. Provides engineering input for parks projects.
16. Provides oversight and quality control for contracted services. Ensures products and services meet Village specifications and community expectations.
17. Performs related tasks as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- Bachelor's Degree in civil engineering or a related field and seven or more years of experience in engineering and public works management and supervision, or an equivalent amount of education and experience.
- State of Michigan Vehicle Operator's License.
- Considerable knowledge of the application of surveying, construction inspection and civil engineering practices and procedures.
- Proficiency in the use of spreadsheet and word-processing applications and computer-aided design programs and a working knowledge of geographic information systems software.
- Ability to read and interpret blueprints and specifications.
- Familiarity with construction materials, equipment, and supplies used in public works and engineering work.
- Ability to assemble data and to prepare clear and accurate reports.
- Ability to travel to various locations within the Village.
- Good knowledge of municipal operations as they relate to the development and growth of the Village.
- Skill in interpreting and applying municipal codes and ordinances.
- Ability to effectively communicate and present ideas and concepts orally and in writing, and to respond tactfully to complaints.
- Ability to critically assess situations, solve problems and work effectively under stress within deadlines and changes in work priorities.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with employees, Village officials, project contractors and the public.
- Skill in planning, coordinating and scheduling routine and emergency maintenance and repair.

- Skill in estimating the materials, labor and equipment required to complete a broad range of public works maintenance, repair and construction projects.
- Skill in training, supervising and evaluating employees engaged in grounds and facility maintenance.
- Ability to respond to operational problems and emergencies on a 24 hour basis and attend after-hours meetings.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works both in an office and in the field. While in the office, the employee is regularly required to communicate in person and by telephone, read regular and small print, view and produce written and electronic documents and enter data on a computer keyboard with repetitive keystrokes. The employee must be mobile both in an office setting and in the field with the ability to stand, sit, stoop and kneel, use hands to finger, handle, or feel and reach with hands and arms. The employee must lift or push/pull objects of up to 25 lbs. without assistance. Accommodation will be made, if needed, for employees required to lift or move objects that exceed this weight.

While performing the duties of this job, the employee regularly works both indoors and outdoors and regularly travels between work sites using a motor vehicle. The employee is regularly exposed to outside weather conditions, moving mechanical parts, fumes, dust and airborne particles, and may occasionally be exposed to hazardous materials. The noise level in the work environment varies from quiet to loud.



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Beverly Park Bike Path

Date: April 15, 2021

At the January 21, 2021 Joint Council and Parks & Recreation Board meeting, the Parks & Recreation Board recommended the Council approve the then submitted request to extend the bike path and the request to add two new features, the skinny and the wave, to Beverly Park with the condition that all materials used must be natural.

The Council tabled this item at their February 2, 2021 regular meeting. The item has now been brought back to Council for consideration. An updated proposal from residents Brian Reemmer and Terrence Metz is attached.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves the request to extend the bike path and add new features at Beverly Park with the condition that all materials used must be natural.

Proposed Beverly Park Bike Path / Pump Track

We propose to modify the work that has already been done on the bike path south of the pavilion and west of the main north / south walking path per the attached schematic including both expanding the trail per the map and re-building original trail features. This project started as a child-directed activity, however more structure including the proposed building would benefit riders and residents. Providing rules and expectations along with learning opportunities will yield a better experience for all village residents.

The trail build will be done per the advice provided by the Michigan Mountain Bike Association's Trail Design, Building and Maintenance Guidance. See:

- Guidelines for a quality trail experience
- Trail Building Advice
- Erosion Control & Trail Sustainability
- Nature Trails vs IMBA Guidelines

Trail building to take place in May 1-June 10 of 2021

Trail addition including features per the attached document

Trail dirt (to avoid hole digging) and building materials brought in accordance with funding and agreement by the council

No construction after the trail is completed without notification to, and approval from, the Beverly Hills Parks Board

Maintenance Morning one Saturday per month

- Sign Posted to indicate trails closed for maintenance
- Weekend preferred so that kids can work and learn

Signage posted after trail is built with Rules & Regulations

- Ride at your own Risk
- No building or alteration of trail without permission
- Must wear helmets while riding at all times



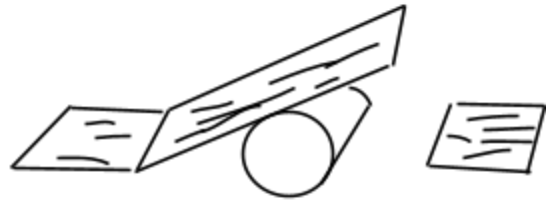
1. Berm



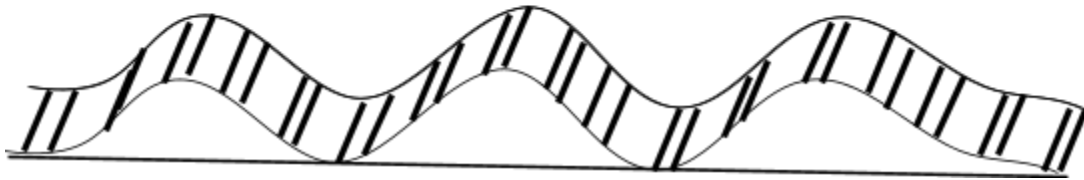
2. Bump/jump



4. Teeter



3. Woop





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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Park Clean Up

Date: April 16, 2021

At the past few meetings, the Parks & Recreation Board has been discussing how to safely host a park clean up event in light of the COVID-19 pandemic. They proposed a clean up that would entail picking up garbage and debris and weeding at Beverly Park and Riverside Park. If weather permits, there may be an opportunity to plant wildflowers at the parks as well. The Village would provide trash bags.

At the April 15, 2021 meeting, the Parks & Recreation Board passed a motion to recommend that Village Council allow the Board to host a park clean up at Beverly Park and Riverside Park on Saturday, May 15, 2021 from 9:00 a.m. – 11:00 a.m. The Board proposed that all participants bring their own gloves, tools, and water bottles. Social distancing and face coverings would be required.

Recommended Resolution:

Be it resolved, the Beverly Hills Village Council approves the Parks & Recreation Board's request to host a park clean up at Beverly Park and Riverside Park on Saturday, May 15, 2021 from 9:00 – 11:00 a.m. provided that all COVID-19 safety protocols and gathering guidelines are followed.



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Memorial Day 2021

Date: April 16, 2021

The Parks & Recreation Board has been discussing how to safely host a Memorial Day celebration during the COVID-19 pandemic. The Village Council also briefly discussed this topic at their April 6, 2021 meeting. The general consensus is that the traditional parade and carnival cannot take place during the pandemic due to the large crowds they draw, but there should be an effort to remember fallen military personnel. Both the Council and Parks & Recreation Board agreed that a Memorial Day wreath should be displayed at Beverly Park.

At the April 15, 2021 meeting, the Parks & Recreation Board passed a motion to recommend that, in honor of Memorial Day, the Village Council allow the Board to decorate the fence and pavilion at Beverly Park, distribute bike decorating kits to residents, and host a clothing drive with items to be donated to Soldiers' Angels, Detroit, a non-profit organization that supports veterans. Funding for this request shall not exceed \$500.00. Further, the Board is requesting that BCTV play previously recorded Memorial Day parades on local cable television for residents to enjoy on Monday, May 31, 2021.

The Board has volunteered to host several drop-off and pick-up sites throughout the Village for clothing donations and bike decorating kits as to prevent large gatherings.

Recommended Resolution:

Be it resolved, the Beverly Hills Village Council approves the Parks & Recreation Board's request to decorate Beverly Park for Memorial Day, distribute bike decorating kits to residents, and host a clothing drive for Soldiers' Angels, Detroit, with expenses not to exceed \$500.00. Funds for this request are available in account #101-747-896.50 (Memorial Day). Be it further resolved, a Memorial Day wreath shall be placed near the flagpole at Beverly Park in remembrance of the men and women who lost their lives serving our country.



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Concert in the Park 2021

Date: April 16, 2021

The Parks & Recreation Board is requesting Council's approval to host a summer Concert in the Park on Friday, June 4, 2021 at Beverly Park beginning at 7:00 p.m. The Board held a successful concert event in June of 2019. They were unable to hold a concert in 2020 due to the COVID-19 pandemic.

At their April 15, 2021, the Parks & Recreation Board passed a motion to recommend the Village Council approve their request to have a Concert in the Park on Friday, June 4, 2021 at 7:00 p.m. with a performance by the Bob Mervak Band, not to exceed \$1,000.00, as allowable with COVID-19 restrictions. Part of the expense would include a stage rental from Oakland County Parks in the amount of \$550.00 (agreement attached). The band would receive \$400.00 to perform at the concert. All COVID-19 safety protocols would need to be followed during the concert, including social distancing and adhering to group gathering restrictions in place at the time of the event.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves the Parks & Recreation Board's request to host a Concert in the Park on Friday, June 4, 2021 at 7:00 p.m., as allowable by COVID-19 health, safety, and gathering restrictions, with expenses not to exceed \$1,000.00, Further, the Council authorizes Administration to execute the Facility/Property Use Agreement with Oakland County Parks. Funds for this expense are available in account 101-747-894.00.

Attachment



FACILITY/PROPERTY USE AGREEMENT

This Agreement is between the Oakland County Parks and Recreation Commission ("OCPRC") and the entity/person listed below for the use of the facility/property described below. This Agreement includes the General Terms and Conditions, the Insurance Requirements, and the Rules for Specific Facility/Property (collectively the "Agreement").

Name of Entity/Person using Facility/Property (hereinafter "User"):

Address:

Contact Person:

Telephone Number:

E-Mail Address:

Facility/Property to be used (hereinafter "Property"):

Event/Activity:

Date/Start Time and End Time:

Fee:

Amount of Security Deposit:

Insurance Requirements: (If User answers "Yes" to any of the below questions, then user shall provide and maintain, at its expense, the insurance as set forth herein, beginning on page 6.)

Yes No

Is this reservation/event for a Wedding?

Is there expected to be more than 250 people in attendance at the event/facility?

Is the reservation being booked by an organized entity/group (not an individual)?

Will there be alcohol provided (not sold) at the event?

Will there be alcohol SOLD at the event? (Subject to OCPRC approval)

Reservation Number:

By signing, I acknowledge that I have received and read the entire Agreement and I agree to comply with all the terms and conditions of this Agreement. I certify that all information provided to OCPRC, in connection with this Agreement, is true and accurate. If, at any time, before the Event/Activity any information that I provided changes, I will inform OCPRC of the changes. The Property will not be reserved until this Agreement is signed and the Fee and Security Deposit are paid in full.

Signature

Date

Name & Title:

GENERAL TERMS AND CONDITIONS

1. Use of Property.

- 1.1. **Use:** User may exclusively use the Property according to this Agreement and for the purposes set forth herein and for no other purposes. OCPRC provides the Property for use by the public on a first-come, first-served basis with the primary intent to provide quality recreation experiences, promote healthy lifestyles, and promote the protection of natural resources.
- 1.2. **Payment of Fee and Security Deposit:** The Fee and Security Deposit are due, in full, at the time this Agreement is signed. Payment may be made by cash, check, or credit card (VISA, Mastercard, or Discover). If the reservation is made less than 14 calendar days before the Date/Start Time listed in this Agreement, payment may only be made by cash or credit card.
- 1.3. **Cancellation/Termination by User & Refunds:** User may cancel/terminate this Agreement up to the Date/Start Time listed in this Agreement with the following charges:
 - 1.3.1. **Cancellation/Termination 30 Days or More Before Date/Start Time.** If User cancels/terminates this Agreement 30 calendar days or more prior to the Date/Start Time listed in this Agreement, then the entire Fee and Security Deposit will be refunded to User, except for \$25 or 10% of the Fee, whichever amount is greater. This amount shall be kept by OCPRC to cover administrative costs.
 - 1.3.2. **Cancellation/Termination Less than 30 Days Before Date/Start Time.** If User cancels/terminates this Agreement less than 30 days from the Date/Start Time listed in this Agreement, then only the Security Deposit will be refunded to User. OCPRC will keep the entire Fee as a cancellation/termination charge to cover administrative costs and missed business opportunities.
- 1.4. **Change in Reservation.** If User changes its reservation for use of the Property prior to the Date/Start Time listed in this Agreement, User may be responsible for additional costs or additional fees associated with such change.
- 1.5. **Return of Security Deposit.** The Security Deposit will be returned in full to User within twenty-one (21) business days from the Date/End Time listed in this Agreement, unless one or more of the following events occur: (1) User or its employees, agents, volunteers, subcontractors, invitees, and/or any other persons on or using the Property because of this Agreement violates or does not comply with any term or condition of this Agreement or (2) User does not return the Property in the same condition as User received it, normal wear and tear excepted. If one of the above-listed events occurs, then User forfeits the entire Security Deposit and OCPRC shall keep the Security Deposit to cover its costs. There will be no partial refunds of the Security Deposit.
- 1.6. **Manner of Security Deposit Refund.** If User pays the Security Deposit with a check or cash, the Security Deposit will be refunded (if warranted) by check. If User pays the Security Deposit with a credit card, the Security Deposit will be refunded (if warranted) to the credit card; however, OCPRC reserves the right to refund the Security Deposit via check. If the Security Deposit is refunded by check, the check will be made out to the person(s) or entity(ies) who are party to this Agreement.
- 1.7. **Condition of Property.** User shall keep the Property in good order, in a clean and safe condition, and free of trash. Except for normal wear and tear, User's use of the Property shall not cause damage or waste to the Property and shall not disrupt OCPRC's operations on or around the Property. User is responsible for putting all trash and debris into trash cans and removing and disposing of all decorations used on or around the Property.

- 1.8. **Condition of Property upon end of Agreement.** Except for normal wear and tear, User shall leave or return the Property in the same condition that User found it. The Property must be clean and free of all trash and debris at the end of this Agreement. All trash and debris shall be placed in the appropriate trash receptacle.
- 1.9. **Compliance with Law and Park Rules.** User, including its employees, agents, invitees, volunteers, subcontractors, and any other persons on the Property because of User's use of the Property, must comply with all applicable federal, state, and local laws, regulations, and ordinances, the OCPRC Rules and Regulations, the provisions of this Agreement, and any specific rules for the Property. Failure to comply with this Section may result in the immediate termination of the use of the Property, without advance notice to User and without refund of the Fee or Security Deposit, at OCPRC's sole discretion.
- 1.10. **Signs/Advertisement.** User shall not place any signs or advertisements on the Property without the prior written approval of the OCPRC Park Supervisor. User shall not use the Property in User advertising or informational documents (either electronic or printed copies) without the prior written approval of OCPRC Executive Officer or his/her designee.
- 1.11. **Alterations, Additions, Changes to Property.** User shall not make any alterations, additions, or changes to the Property, unless prior written approval is given by OCPRC Executive Officer or his/her designee.
- 1.12. **Property AS IS.** USER ACCEPTS THE PROPERTY "AS IS." USER ACKNOWLEDGES THAT USER HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND EITHER INSPECTED THE PROPERTY OR CHOSE NOT TO INSPECT THE PROPERTY.
- 1.13. **Alcohol Use on Property.**
 - 1.13.1. Alcoholic beverages may be consumed, served, and/or sold on the Property, subject to law and the OCPRC Rules and Regulations; except that there are no alcoholic beverages permitted at park beaches, waterparks, or waterpark parking lots.
 - 1.13.2. User shall not sell or allow anyone to sell alcoholic beverages on the Property, unless prior written approval is given by the OCPRC.
 - 1.13.3. BY LAW, NO ONE UNDER 21 MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES ON THE PROPERTY OR OTHER OAKLAND COUNTY PROPERTY. USER AGREES AND WARRANTS THAT THERE SHALL BE NO SERVICE OR SALE TO OR CONSUMPTION OF ALCOHOLIC BEVERAGES BY PERSONS UNDER AGE 21.
 - 1.13.4. User shall monitor service and consumption of alcoholic beverages at the Property. User specifically acknowledges that it is solely liable for the service and consumption of any alcoholic beverages at the Property and that such liability shall extend to any aspect regarding the service or consumption of alcoholic beverages.
- 1.14. **User Not Agent of County/OCPRC.** User, including its employees, agents, invitees, volunteers, subcontractors, and any other persons on the Property because of User's use of the Property, shall not, in any manner, hold themselves out to be agents, employees, or volunteers of OCPRC or Oakland County, Michigan ("County").
- 1.15. **Permits/Licenses.** User is responsible for and shall obtain, at its sole expense, all necessary licenses, permits, and other governmental approvals that are necessary for use of the Property, including a liquor license for the sale of alcoholic beverages (if the sale of alcoholic beverages is approved by the OCPRC).

2. **Liability/Assurances.**

- 2.1. **Damage to County or OCPRC Property.** User shall be responsible for any damage to the Property or to any County or OCPRC facility/property that is caused by User, its employees, agents, invitees, volunteers, subcontractors, vendors, or any other persons on or at the Property because of User's use of the Property. If there is more than one User, they shall be jointly and severally liable for such damage. If damage occurs, OCPRC shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs and/or replacements, provided, however, that User shall reimburse OCPRC the cost for repairing

and/or replacing the damaged facilities/property. OCPRC shall invoice User for such costs and User shall pay such costs within thirty (30) days of receiving the bill.

- 2.2. **Damage to User's Property.** User shall be solely and entirely liable and responsible for any loss or damage resulting from fire, theft or other means to its personal property located, kept, or stored on the Property.
- 2.3. **Liability for Claims.** User shall be solely liable and responsible for any Claims, as defined herein, occurring at or on the Property, which arise out of User's or its employees, agents, invitees, volunteers or subcontractors use of the Property.
- 2.4. **Hazardous Material/Waste.** User shall not cause or allow any person or entity to discharge any hazardous material, waste, or debris on or around any OCPRC or County Property.
- 2.5. **Indemnification.** User shall indemnify, hold harmless, and defend the County, its Boards, Commissions, officials, and employees from any and all Claims, as defined herein, that are incurred by or asserted against the County or its Boards, Commissions, officials, and employees by any person or entity, which are alleged to have occurred during the use of Property, or which are alleged to have been caused by or found to arise from the acts or omissions of User or its employees, agents, volunteers, subcontractors, invitees, vendors, or any other persons on the Property because of User's use of the Property.
- 2.6. **Definition of Claim.** "Claim" means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 2.7. **Reservation of Rights/Limitation of Liability.** In no event shall the County be liable for any consequential, incidental, indirect, special, and punitive or other damages arising out of this Agreement. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 2.8. **Attorney Fees.** The County shall be entitled to reasonable costs and attorney fees from User to enforce any provision of this Agreement.
- 2.9. **Survival.** Section 2 and the duties and obligations contained herein shall survive the expiration or termination of this Agreement.
3. **Force Majeure.** Notwithstanding any other term or condition of this Agreement, neither Party shall be liable for failure to perform duties or obligations contained herein caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) strikes, lockouts, work stoppages, or other labor difficulties; (g) closure of OCPRC Property or County Property; or (h) compliance with law ("Force Majeure Event"). Reasonable notice shall be given to the affected Party of a Force Majeure Event. Notwithstanding any other term or condition of this Agreement, if User is not able to use the Property due to a Force Majeure Event, the entire Fee and Security Deposit shall be refunded to User.
4. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Notwithstanding the foregoing, User shall not assign or transfer any portion of this Agreement without the prior written approval of the OCPRC Executive Officer.
5. **Waiver.** Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
6. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7. **Amendments.** This Agreement cannot be amended or modified unless reduced to writing and signed by both Parties.
8. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if User's promise to indemnify, defend, and hold the County harmless is found illegal or invalid, User shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
9. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, including electronic copies or facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
11. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties regarding the facilities/property. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties regarding the facilities/property.

INSURANCE REQUIREMENTS

A. Insurance Questions.

Yes No

1. Is this reservation/event for a Wedding?
2. Is there expected to be more than 250 people in attendance at the event/facility?
3. Is the reservation being booked by an organized entity/group (not an individual)?
4. Will there be alcohol provided (not sold) at the event?
5. Will there be alcohol SOLD at the event? (Subject to OCPRC approval)

B. Insurance Coverages. If User answers “yes” to any of the above-listed “insurance questions,” then User shall provide and maintain, at its expense, all insurance as set forth below. The insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater.

1. **Commercial General Liability Insurance:** with the following minimum limits:

\$1,000,000 Bodily Injury & Property Damage Each Occurrence Limit

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Products/Completed operations

\$5,000 Medical Expense (Any One Person)

\$2,000,000 General Aggregate Limit

Commercial General Liability Insurance shall contain the following minimum coverages:

- Occurrence Form
- Premises/Operations
- Personal and Advertising Injury
- Independent Contractors
- Broad Form Property Damage
- (Blanket) Broad Form Contractual (including coverage for obligations assumed in this Agreement)

2. Supplemental Coverages – As Needed

- ☐ **Host Liquor Liability Insurance with a limit of \$1,000,000 each occurrence shall be required** when alcohol is served to guest with no charge.
 - ☐ **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when a cash bar is present and/or alcohol is served by a Caterer.
 - ☐ **Other:**
3. **Workers’ Compensation Insurance** with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. This requirement is waived if there are no User owners or employees.
 - ☐ Fully Insured or State approved self-insurer.
 - ☐ Sole Proprietors must submit a signed Sole Proprietor form.
 - ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

4. **Commercial Automobile Liability Insurance** covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limits of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Agreement.

C. **General Insurance Provisions.** All certificates of insurance and insurance policies shall contain the following provisions and/or clauses with evidence of same provided to the County of Oakland, 1200 North Telegraph Road, Pontiac, Michigan 48341:

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance and/or self-insurance carried by the County of Oakland.
2. The insurance company(s) issuing the policy or policies shall have no recourse against the County of Oakland for subrogation, payment of any premiums, deductibles, or assessments under any form of policy.
3. Any and all deductibles in the required insurance policies shall be assumed by and be at the sole risk of the User.
4. All policies must be endorsed to include a written waiver of subrogation in favor of the County of Oakland.
5. All insurance policies must be endorsed to name as Additional Insured: the County of Oakland and its officers, directors, employees, appointees and commissioners.
6. User shall require their contractors or sub-contractors not protected under User's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required of User in this Agreement.
7. Certificates of insurance must bear evidence of all required endorsements and clauses and must be provided no less than thirty (30) days prior to the event and/or use of the Property; provided however, if the Property is reserved less than thirty (30) days prior to the event and/or use of the Property, the insurance certificate must be provided three (3) business days prior to the event and/or use of the Property.
8. All policies of insurance required in this Agreement shall be issued by companies that are licensed and approved to do business in Michigan and shall have and maintain a minimum A.M. Best rating of A:V or greater.

RULES FOR SPECIFIC FACILITY/PROPERTY

Activity Centers/Lodges/Club Houses

- **Security Deposit:** \$200
- User must place tablecloths on all tables (disposable are acceptable).
- No sound system equipment is provided. User must bring own sound system equipment.
- User shall not use tape, tacks, nails, screws, staples, 3M hooks, poster putty or other adhesive materials on the walls, tables, ceilings, drapes etc.... User shall not use helium balloons, confetti, glitter, streamers, fog-machines or candles (unless enclosed in a hurricane-type holder). The use of any of the above-listed items will result in the forfeit of the security deposit.
- Some locations may have limitations regarding layouts or floor plans. Please check with the staff at the facility.
- Where required, all vehicles entering a park to attend an event/activity must have an OPCRC annual pass or an OPCRC daily vehicle pass ("daily pass").
- Upon request to Park staff, User may choose to pre-pay for the vehicle entry into the Park for the event/activity through a vehicle tally. A vehicle tally allows a User to pay for a specific number of daily passes for its event/activity in advance, so each vehicle attending the event does not have to pay. To use a vehicle tally, User must give Park staff the number of daily passes it wishes to purchase, prior to the event/activity. The number of daily passes should have some connection to the number of persons or vehicles attending the event/activity. User will pre-pay for a certain number of daily passes. Park staff will keep a tally or a record of the number of vehicles entering the Park for User's event/activity. If the prepaid number of daily passes exceeds the number of vehicles actually attending the event/activity, then User shall receive a refund. If User prepaid with a credit card, refunds will be processed the same day. If User prepaid with a check or cash, refunds may take up to 21 days. If the prepaid number of daily passes is less than the number of vehicles actually attending the event/activity, then User shall be charged for the additional daily passes.

Bleachers/Stages

- **Security Deposit:** \$200
- User shall not use tape, tacks, nails, screws, staples, 3M hooks, poster putty or other adhesive materials on any areas of the bleachers or stages.

Buses

- **Security Deposit:** \$50
- No bachelor/bachelorette parties are permitted on the buses.
- Bus hours of operation are 6am-1am.
- User must provide one chaperone per 10 children on any trips, except for school functions.

Ellis Barn

- **Security Deposit:** \$500
- No sound system equipment is provided. User must bring own sound system equipment.
- User must keep coolers, beverage containers, and kegs on a tray or protective container to prevent condensation and spillage.

- User shall not use tape, tacks, nails, screws, staples, 3M hooks, poster putty or other adhesive materials on the walls, tables, ceilings, drapes etc.... User shall not use balloons (of any type), confetti, glitter, streamers, fog-machines, candles, and open flames of any type (including sternos) in the Ellis Barn. User shall not use any items with heating elements in the Ellis Barn, including but not limited to, hair dryers, curling irons, coffee makers, crock pots, slow cookers, popcorn machines, or heaters. The use of any of the above-listed items will result in the forfeit of the security deposit. User may use fans in the Ellis Barn.
- No vehicles are permitted in the Ellis Barn at any time.
- Vehicles may only be on the ramps to the Ellis Barn for drop-off or pick-up of persons or supplies and only for that period of time that is necessary for drop-off and pick-up of person or supplies.
- No smoking within a hundred feet of the Ellis Barn or any of the surrounding buildings.
- No food preparation in the Ellis Barn.
- Music and alcohol service ends at 11 p.m. each night.
- The Ellis Barn and surrounding area must be vacated by midnight each night.
- Only registered campers paid-in-full may relocate to the camping area
- Springfield Oaks is a multi-use park. Other events or programs may be held near the Ellis Barn before or during User's Event. Some events or programs may call for temporary fencing to be installed along the perimeter of the Ellis Barn property.
- Catering and food and beverage set-up shall only be in designated areas.

Horse Barns

- **Security Deposit:** \$0
- No unloading horses by barn; park in horse trailer parking to unload.
- Horses must enter from outside wings of barn only.
- An equine waiver/release must be executed for all persons riding horses.

Pavilions (Not applicable to Shelters located in Waterparks)

- **Security Deposit:** \$0
- A pavilion may or may not be equipped with electric and water service. If electric and water service is provided, there is no guarantee that it will be available on the date and time of use. User is responsible for determining whether the electric service at a pavilion will meet its needs.
- Reservation of a pavilion does not give User exclusive rights to playground equipment and restroom facilities. These areas are open to the public and cannot be reserved. Sports fields, where available, may be reserved in addition to a pavilion for an additional fee.
- No sound system equipment is provided. User must bring own sound system equipment.
- User shall not use glitter or confetti of any kind in a pavilion.
- All vehicles must remain within the designated parking areas for unloading and loading of supplies and persons. No vehicles are to be driven on sidewalks, grass areas, or other non-designated parking areas. OCPRC staff will not provide assistance to transport supplies to the pavilion or provide carts/vehicles to transport supplies to the pavilion. Reasonable accommodations will be made for persons with disabilities. At the discretion of the Park Supervisor, reasonable accommodations may be made for tent and inflatable companies, caterers, or other businesses providing services at an event/activity.
- Where required, all vehicles entering a park to attend an event/activity at a pavilion must have an OCPRC annual pass or an OCPRC daily vehicle pass ("daily pass").

- Upon request to Park staff, User may choose to pre-pay for the vehicle entry into the Park for the event/activity through a vehicle tally. A vehicle tally allows a User to pay for a specific number of daily passes for its event/activity in advance, so each vehicle attending the event does not have to pay. To use a vehicle tally, User must give Park staff the number of daily passes it wishes to purchase, prior to the event/activity. The number of daily passes should have some connection to the number of persons or vehicles attending the event/activity. User will pre-pay for a certain number of daily passes. Park staff will keep a tally or a record of the number of vehicles entering the Park for User's event/activity. If the prepaid number of daily passes exceeds the number of vehicles actually attending the event/activity, then User shall receive a refund. If User prepaid with a credit card, refunds will be processed the same day. If User prepaid with a check or cash, refunds may take up to 21 days. If the prepaid number of daily passes is less than the number of vehicles actually attending the event/activity, then User shall be charged for the additional daily passes.

Waterpark Shelters

- **Security Deposit:** \$0
- All guests must pay regular admission rates to enter the waterpark or utilize the shelter. Admission sales stop one hour before close.
- A shelter reservation does not guarantee waterpark admission. Admission is subject to capacity.
- Waterpark admission is non-refundable and non-transferable.
- Advance tickets for waterpark admission for the date of the reservation can be purchased up to 24 hours in advance.
- The shelter reservation time (start time and end time) is listed on the reservation receipt. A representative of User shall be present at the waterpark and shelter at the start time. Signs will be posted in the shelter to signify that the shelter is reserved.
- If there is not a representative of User present at the waterpark and shelter 2 hours from the start time, the reservation shall be deemed cancelled and the reserved signs shall be taken down. After this time, the general public will have the ability to use the shelter. No refund will be issued to User in this situation.
- No rain checks or refunds are provided if the waterpark closes early due to inclement weather after opening on the day of User's reservation. Please visit "oaklandcountyparks.com" for complete inclement weather, mechanical failure and low attendance procedures.
- If a waterpark does not open on the day of your reservation, User's shelter payment will be refunded in full.
- No additional equipment can be brought into the waterpark for use in shelter, including but not limited to, catering equipment, additional tables, tents, bouncer houses/inflatables, or other equipment.
- User is not permitted to drive to the shelter to drop off supplies. OCPRC staff will not provide assistance to transport supplies to the shelter or provide carts/vehicles to transport supplies to the shelter.
- Coin operated lockers are available on site both inside and outside the locker rooms. Two locker sizes are available: Regular and Family size. Regular lockers are \$1.00 each time the locker is locked. Family size lockers are \$1.50 each time the locker is locked. There is a \$25 replacement fee for a lost locker key.

VILLAGE MANAGER'S REPORT
CHRIS D. WILSON
APRIL 16, 2021

FY 2021-22 Budget Public Hearing – There will be a Public Hearing on the budget for FY 2021-22 on Tuesday, May 4th at the regular Village Council Meeting. Village Administration is making modifications to the draft budget per the discussion of the April 13th budget workshop. The FY 2020-21 Budget Amendments on this agenda for review and consideration will be included in that revised draft. If there are any other questions or concerns on the budget for Fiscal Years 2021-22 or FY 2022-23 please reach to me or Finance Director McCarthy. Thank you to the Council and all the staff for their work on this budget document.

Water Quality Report – The 2020 Consumers Annual Report on Water Quality is included at the end of the packet and is available on the Village website. A copy of this report is also being included in the May Villager Newsletter.

Residential Curbside Chipping – Comeau Equipment has presented Village Administration with a proposal for curbside branch chipping. Chipping would be provided for branches from 2 inches in diameter to 6 inches in diameter. Branches less than 2 inches would still be bagged as yard waste. Branches would be stacked, not bundled, at the curbside for collection and chipping.

Comeau is recommending providing this service on a weekly basis from April to November, and then on call or as needed from December through March. Comeau would bill us at their regular hourly rate and does not anticipate the need to hire any additional personnel to provide this service. It is anticipated that collection would be 1-2 days after typical trash and yard waste collection so as not to interfere with these services. If there is no objection from the Council, Village Administration can work with Comeau to implement this service.

Fees for Unpermitted Work – At the last Council meeting it was requested that Village Administration look into fines or fees for Building Department permits that are acquired after work has been performed and/or completed. Planning and Zoning Administrator Lloyd has investigated the matter with SAFEbuilt and the Village Attorney. The Village currently has provisions allowing for up to two times the regular permit fee to be applied to permits pulled after work has begun. As this is in the existing fee schedule it can be implemented with just better coordination between Code Enforcement and the Building Department on locations where work has commenced without a permit. Mr. Lloyd is working on that and will see that it is implemented. There are some questions as to the allowability of such fees per recent guidance provided by the State of Michigan. If Village Administration confirms that this such a fee structure is not allowed we will require the contractor to pay the standard fee but charge a re-inspection fee for every inspection that is required to be performed on that site. In either case, there will be a financial impact to being caught performing work without a permit. Hopefully this along with more time being allocated to unpermitted work will address the issue.

Beverly Hills Public Safety Activity Report

April 1st – April 15th, 2021

- 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.
- For more information on Coronavirus Disease and vaccine 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>
<https://oaklandcountyvaccine.com>

Distracted Driving the time is now.

Driver inattention is the leading factor in most crashes and near-crashes, according to the National Highway Traffic Safety Administration and Virginia Tech Transportation Institute.

Driving is a visual task and non-driving activities that draw the driver's eyes away from the roadway should always be avoided.

As of July 1, 2010, Michigan law prohibits texting while driving. For a first offense, motorists are fined \$100. Subsequent offenses cost \$200.

There are three main types of distraction:

- Visual - taking your eyes off the road.
- Manual - taking your hands off the wheel.
- Cognitive - taking your mind off of what you're doing.

Distracting activities include:

- Using a cell phone and/or texting.
- Eating and drinking.
- Talking to passengers.
- Grooming.
- Reading, including maps.
- Using a PDA or navigation system.
- Watching a video.
- Changing the radio station, CD, or MP3 player.
- Loud music.

Focus on the task at hand - driving:

- Get familiar with vehicle features and equipment before pulling out into traffic.
- Preset radio stations, MP3 devices, and climate control.
- Secure items that may move around when the car is in motion. Do not reach down or behind the seat to pick up items.
- Do not text, access the Internet, watch videos, play video games, search MP3 devices, or use any other distracting technology while driving.
- Avoid smoking, eating, drinking, and reading while driving.
- Pull safely off the road and out of traffic to deal with children.
- Do personal grooming at home-not in the vehicle.
- Review maps and driving directions before hitting the road.
- Monitor traffic conditions before engaging in activities that could divert attention away from driving.
- Ask a passenger to help with activities that may be distracting.
- If driving long distances, schedule regular stops, every 100 miles or two hours.
- Travel at times when you are normally awake and stay overnight rather than driving straight through.
- Avoid alcohol and medications that may make you drowsy.

Related Links

[Kelsey's Law Video](#)

[Sample School Announcements](#)

[Distracted Driving Facts and Statistics](#)

[Technology Resources for Safe Driving](#)

[National Highway Traffic Safety Administration](#)

[National Safety Council](#)

[Carnegie Mellon](#)

[Children's Hospital of Philadelphia](#)

[Eyes Drive - Awareness Behind the Wheel](#)

CALLS FOR SERVICE

- 174 Calls for Service
- 58 Tickets issued.
- 43 Property/School checks.
- 1 Arrest.
- 2 Operation Medicine Cabinet.
- 2 PBT.
- Gun Permit.
- Prisoner Transports.
- Assist with Crossing Guard duties on Beverly.
- Traffic Enforcement on Beverly.
- Traffic Enforcement on Evergreen.
- Traffic Enforcement on Riverside.
- Traffic Enforcement on 14 Mile Rd.
- Traffic Enforcement on Lasher.
- 3 Medicals on 13 Mile Rd.
- Alarm on 13 Mile Rd.

- 2 Traffic Accidents on 13 Mile Rd.
- Citizen Assist on 13 Mile Rd
- Vehicle Lockout on 13 Mile Rd.
- Assault on 13 Mile Rd.
- Animal complaint on 13 Mile Rd.
- Suspicious Circumstance complaint on 13 Mile Rd.
- Suspicious Persons complaint on Southfield.
- Animal complaint on Southfield.
- 2 Alarms on Southfield.
- Vehicle Lockout on Southfield.
- Suspicious Vehicle on Southfield.
- 3 Traffic Accidents on Southfield.
- Medical on Southfield.
- Suspicious Circumstance complaint on Evergreen.
- Animal complaint on Evergreen.
- Suspicious Persons on Evergreen.
- Traffic Accident on Evergreen.
- Animal complaint on Evergreen.
- 2 Suspicious Vehicle complaints on 14 Mile Rd.
- Alarm on 14 Mile Rd.
- Traffic Accident on 14 Mile Rd.
- Reckless Driver on 14 Mile Rd.
- 911 Hang Up on 14 Mile Rd.
- Suspicious Persons complaint on 14 Mile Rd.
- 2 Driving on a Suspended License on Greenfield.
- Reckless Driving complaint on Greenfield.
- Suspicious Persons complaint on Greenfield.
- Fire Alarm on Lasher.
- Abandon Auto on Lahser.
- Driving on a Suspended License on Lahser.
- Medical on Beverly.
- Alarm on Beverly.
- Animal complaint on Ronsdale.
- Welfare Check on Pierce.
- Carbon Monoxide Alarm on Buckingham.
- Carbon Monoxide Alarm on Pebblestone Ct.
- Suspicious Persons complaint on Drury.
- Suspicious Persons on Dunblaine.
- Medical on Marimoor.
- Medical on Auburn.
- Traffic Accident on Arlington.
- Alarm on Devonshire.
- Medical on Beechwood.
- Odor Investigation on Buckingham.

- Noise complaint on Huntley Sq. E.
- Family Trouble on Robinhood.
- Medical on Huntley Sq. E.
- Odor Investigation on Pebblestone Ct.
- Carbon Monoxide Alarm on Vernon.
- Welfare Check on Marguerite.
- Medical on Verona.
- Medical on Birwood.
- Civil Dispute on Walmer.
- Officers stopped a vehicle on 14 Mile for a traffic violation. The driver was suspected of operating while intoxicated. The driver was arrested without incident.
- Welfare Check on Dunblaine.
- Alarm on Weston.
- Medical on Kirkshire.
- Medical on Old Stage.
- Suspicious Persons complaint on Elizabeth.
- Medical on Buckingham.
- Medical on Dover Ct.
- Fire Alarm on Pines
- Medical on Westlady.
- Suspicious Persons complaint on Elizabeth.
- Driving While License Suspended on Southfield.
- Lift Assist on Marguerite.
- Citizen Assist on Chelton.
- Odor Investigation on W. Rutland.
- Alarm on Birwood.
- Driving While License Suspended on Greenfield.
- Animal complaint on Pierce.
- Medical on Beechwood.
- Driving While License Suspended on Southfield.
- Welfare Check on Huntley Sq. E.
- Suspicious Persons complaint on Hampstead.
- Medical on W. Chelton.
- Medical on Foxboro Way.
- Suspicious Persons complaint on Kirkshire.
- Suspicious Persons complaint on Warwick.
- Suspicious Persons complaint on Birwood.
- Suspicious Persons complaint on Vernon.
- Suspicious Circumstance on Carelder.
- Suspicious Vehicle on Valley Oaks.
- Medical on Normandale.
- Medical on Madoline.
- Alarm on Marimoor.

- Gas Leak on Kirkshire.
- Traffic Accident on Kirkshire.
- Hang Up 911 on Bassett Ct.
- Suspicious Person complaint on Locherbie.
- Suspicious Circumstance complaint on Locherbie.
- Assist Berkley Police with an OWI.
- Driving While License Suspended on Southfield.
- Officers were dispatched to the report of a reckless driver on Pierce. Officers located the vehicle. The driver was suspected of operating while intoxicated. The driver was arrested without incident.
- Alarm on Georgetown.
- Citizen Assist on W. Rutland.
- Alarm on Orchard Way.
- Suspicious Circumstance complaint on W. Rutland.
- Medical on Buckingham.
- Carbon Monoxide Alarm on Elwood.
- Lift Assist on Sunset.

FIRE PREVENTION

- 40 Fire/EMS reports reviewed.
- 24 Fire training hours entered into ISO records.
- 21 EMS training hours entered into continuing education records
- Bi-Weekly NFIRS data export uploaded to FEMA.
- Schedule Administration.
- Student registration for 40 Hour Pump Operator Training.
- Qualify PSO Salvaggio for driving status on Engine 32.
- Equipment specifications meeting for compressor, cascade and fill station.
- Schedule Administration.
- Complete and submit Certified Fire Inspector Continuing Education Credits Application to the Bureau of Fire Services for South Oakland Fire Investigation Team Training.
- 4 course applications completed and submitted for approval in the SMOKE system for the South Oakland Fire Association combined Public Safety training for OFTI Search and Rescue course.
- 4 course applications completed and submitted for approval in the SMOKE system for the South Oakland Fire Association combined Public Safety training for HAZMAT Refresher course .
- Planning meeting from upcoming South Oakland Fire Association pump operator course.
- Meet regarding specifications for Self-Contained Breathing Apparatus
- Attend statewide COVID-19 response EMS update via conference call

- Session 1 of Bi-Annual combined public safety training conducted at OCC/CREST.
- Registered participants, entered grades, and completed course paperwork to the MIEMIS system for April 6, 2021 HAZMAT training Continuing Education credits.
- Squad 31 – Brackets for hose adapters and appliances mounted.
- Engine 32 – Brackets for Hydrant Adapters mounted.
- Ladder 34 – Brackets for Hydrant Adapters mounted.
- Attend South Oakland Fire Investigation Team Bi-Monthly Training.
- Supervise Road Patrol.
- Attend Michigan State Fire Marshal Wednesday Wrap via tele-conference.
- Remove PSO Kraft from SMOKE system.
- Complete Anti-Harassment in the Workplace training.
- Supervise Road Patrol.
- Fire investigation on Enterprise Drive, Troy - South Oakland Fire Investigation Team activation.
- Attend Michigan Fire Fighter's Training Council Meeting via teleconference.
- Session 2 of Bi-Annual combined public safety training conducted at OCC/CREST.
- Senior Citizen Knox Box Installation on Woodhaven.
- Present Fire Safety talk to Cub Scout Pack 1049 at their monthly meeting and demonstrate fire-fighting equipment on Engine 32.
- Submit quarterly run data for the Oakland County Medical Control Authority county wide EMS Quality Improvement Plan (EQIP) program
- Residential Knox Box locations updated on Computer Aided Dispatch premise data.
- Registered participants, entered grades, completed course paperwork, and submitted BFS-250 Form to SMOKE system for OFTI Search and Rescue Course 2021-2-63-Q37G-0495.
- Registered participants, entered grades, completed course paperwork, and submitted BFS-250 Form to SMOKE system for HAZMAT Refresher Course 2021.

INVESTIGATIONS

- CFS Closed and Reviewed 182.
- Reviewed 21 case reports for a disposition.
- Followed up and reviewed cases of which 15 were closed and 6 remained open.
- 5 Case were assigned.
- 6 Reports written on current cases.

- 22 Current active investigations.
- 2 Current pending investigations.
- Warrant requested for X2 OWI III, Retail Fraud I, Embezzlement, FTD
- Sent up PPO violation.
- Follow up on Elizabeth Group Home, assisted investigation with LARA investigation.
- Follow up on Domestic Assault.
- Follow up on ordinance violation.
- Taser Training.
- Traffic Conference.

Enforcement List - Inspection Summary

04/16/21

Enforcement Number	Address	Filed	Status	Closed	
E210076	17095 DUNBLAINE AVE	03/15/21	Closed	03/18/21	
GARBAGE CANS NEED TO BE PUT IN GARAGE OR STORED BEHIND HOUSE. LEFT NOTE.					
Code	Date Next Action		Next Action		
	03/18/2021				
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed	
E210077	16940 W 13 MILE RD	03/15/21	OPEN		
FOR LEASE SIGN IN YARD					
Code		Date Next Action		Next Action	
		03/30/2021		LETTER TO OWNER	
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed	
E210078	18686 E CHELTON DR	03/16/21	Resolved	03/23/21	
GARBAGE CANS NEED TO BE STORED IN GARAGE OR BEHIND HOUSE. SPILLED LEAF BAGS NEED TO BE CLEANED UP					
3/23/21 - CANS WERE REMOVED					
Code		Date Next Action		Next Action	
		03/19/2021			
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E210079	19146 CHELTON DR	03/16/21	Resolved	03/22/21

Enforcement List - Inspection Summary

04/16/21

GARBAGE CANS NEED TO BE STORED IN GARAGE OR BEHIND HOUSE. ADDRESS NUMBERS NEED TO BE ATTACHED TO HOME.

Code		Date Next Action		Next Action		
		03/22/2021				
Inspection Type	Status	Result	Scheduled	Completed	Inspector	

Enforcement Number	Address	Filed	Status	Closed
E210080	18608 E CHELTON DR	03/16/21	Resolved	03/23/21
GARBAGE CANS NEED TO BE STORED IN GARAGE OR BEHIND HOUSE				

3/19/2021 2ND NOTICE GIVEN TO DAUGHTER

3/23/21 CONTAINERS WERE REMOVED

Code		Date Next Action		Next Action		
		03/18/2021		SITE INSPECTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector	

Enforcement Number	Address	Filed	Status	Closed
E210081	16170 MADOLINE ST	03/17/21	OPEN	
SPOKE TO TENANT ABOUT STORAGE OF GARBAGE CANS				

NO LANDLORD LICENSE ON FILE

Code		Date Next Action		Next Action		
Inspection Type	Status	Result	Scheduled	Completed	Inspector	

Enforcement Number	Address	Filed	Status	Closed
E210082	17231 BEECHWOOD AVE	03/17/21	Closed	03/18/21

Enforcement List - Inspection Summary

04/16/21

GARBAGE CONTAINERS NEED TO BE STORED IN THE GARAGE OR BEHIND THE HOUSE.

Code	Date Next Action	Next Action
	03/19/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E210083	32226 VERONA CIR	03/18/21	Resolved	03/23/21

LEFT NOTE FOR GARBAGE CONTAINERS TO BE STORED IN GARAGE OR BEHIND HOUSE.

3/23/21 CANS WERE REMOVED

Code	Date Next Action	Next Action
	03/22/2021	

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E210084	31403 SLEEPY HOLLOW LN	03/18/21	Closed	03/19/21

3/17/2021 COMPALINT ABOUT GARBAGE CANS BEING STORED ON DRIVEWAY
3/18/2021 TALKED TO HOMEOWNER AND SHE SAID SHE WILL TAKE CARE OF THEM

3/19/2021 - CONTAINERS WERE REMOVED

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
E210085	32340 ARLINGTON DR	03/23/21	Closed	

COMPLAINT OF DOGS ACCESSIVLY BARKING FOR HOURS AT A TIME DURING THE DAY

Code	Date Next Action	Next Action
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Enforcement List - Inspection Summary

04/16/21

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E210086	18615 E CHELTON DR	03/23/21	Closed	03/25/21

GARBAGE CONTAINERS NEED TO BE STORED IN GARAGE OR BEHIND HOUSE

Code	Date Next Action	Next Action
	03/25/2021	

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E210087	31145 CHURCHILL DR	03/23/21	Closed	03/25/21

GARBAGE CONTAINERS AND DEBRIS NEEDS TO BE STORED IN GARAGE OR BEHIND HOUSE

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
E210088	31731 ARLINGTON DR	03/23/21	Closed	03/26/21

GARBAGE CONTAINERS NEED TO BE STORED IN GARAGE OR BEHIND HOUSE

CANS REMOVED 3/26/21

Code	Date Next Action	Next Action
	03/25/2021	SITE INSPECTION

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

04/16/21

Enforcement Number	Address	Filed	Status	Closed
E210089	16281 BUCKINGHAM AVE	03/23/21	Closed	03/26/21
GARBAGE CONTAINERS NEED TO BE STORED IN GARAGE OR BEHIND HOUSE				

CANS REMOVED 3/26/21

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
E210090	16080 BUCKINGHAM AVE	03/23/21	Closed	03/26/21
GARBAGE CANS NEED TO BE STORED IN GARAGE OR BEHIND HOUSE				
CANS REMOVED 3/26/21				

Code	Date Next Action	Next Action
	03/25/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E210091	15911 LAUDERDALE AVE	03/24/21		03/24/21
VEHICLE WAS FOUND PARKED IN THE ROAD FACING THE WRONG DIRECTION AND NOT OFF TO THE SIDE. APPEARED TO BE BROKEN DOWN.				
SPOKE TO HOMEOWNER AND SHE STATED IT WAS HER DAUGHTERS CAR AND THAT IS HOW SHE PARKS. WAS ADVISED TO MOVE THE VEHICLE OFF TO THE SIDE OF THE ROAD AND IN THE RIGHT DIRECTION.				

Code	Date Next Action	Next Action
	03/25/2021	SITE INSPECTION

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

04/16/21

Enforcement Number	Address	Filed	Status	Closed
E210092	31015 SOUTHFIELD RD	03/26/21	OPEN	
LIGHTS ON TOP OF EXTERIOR STRUCTURES ARE NOT PERMITTED, NOT IN COMPLIANCE WITH ORDINANCES AND NOT ON SITE PLAN				

Code	Date Next Action	Next Action
	04/05/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E210093	20724 KENNOWAY CIR	03/29/21	OPEN	
COMPLAINT OF TREE FALLEN IN DRIVEWAY AND POSSIBLE AIRBNB				

Code	Date Next Action	Next Action
	03/30/2021	LETTER TO OWNER

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E210094	16942 ELIZABETH ST	03/31/21	OPEN	
COMPLAINT FROM NEIGHBORS THAT HOUSE IS SITTING VACANT - MAILBOX OVERFLOWING.				

NO LANDLORD LICENSE ON FILE
3/31/21 - MAILED NOTICE TO PRIMARY ADDRESS

Code	Date Next Action	Next Action
CHAPTER 44	04/07/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E210095	31111 GREENFIELD RD	04/01/21	OPEN	

Enforcement List - Inspection Summary

04/16/21

ALL WINDOWS ARE FULLY COVERED WITH SIGNS.
SENT LETTER 4/1/21

04-13-21

THIS OFFICER WALKED INTO THE STORE AND SPOKE WITH THE OWNER AND ASKED THEM IF THEY HAD RECIEVED THE "MAILED" CORRECTION NOTICE MAILED OUT ON 04-01-21 BY CODE OFFICER PHILLIPS? THE OWNER STATED NO AND CHECKED WITH OTHER EMPLOYEES WHO RESPONDED SAME.

THIS OFFICER SHOWED THE OFFICERS COPY OF THE NOTICE AND THE OWNER WAS ADVISED OF THE VIOLATIONS. BOTH PARTIES WALKED OUTSIDE SO AS TO HAVE A COMPLETE UNDERSTANDING OF THE CODE AND THE OWNER STATED THIS WOULD BE DONE IN THE NEXT 72 HRS. THE OWNER ADVISED SHE HAD TO CALL THE DISTRIBUTING COMPANIES INORDER TO HAVE THEM REMOVE THEM BUT SHE STATED IT WOULD BE DONE.

Code	Date Next Action	Next Action			
22.32	04/20/2021	SITE INSPECTION			
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E210096	31125 SHERIDAN DR	04/01/21	OPEN	

COMPLAINT: CONSTRUCTION DEBRIS IN DRIVE WAY.

DROVE BY AND ONLY NOTICED SOME GARBAGE AND A COUPLE EMPTY BOXES ON SIDE OF GARAGE. TALKED TO TENANT WHO STAYED IT WAS ALL GETTING CLEANED UP TOMORROW (4/2/2021)

Code	Date Next Action	Next Action			
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E210098	20705 SMALLWOOD CT	04/05/21	OPEN	

THE NEIGHBORS BEHIND 32650 EASTLADY ARE BUILDING A FENCE / WALL OUT OF TREE DEBRIS.

Enforcement List - Inspection Summary

04/16/21

Code	Date Next Action	Next Action
22.08.150	04/12/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E210099	32255 AUBURN DR	04/05/21	OPEN	
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ANONYMOUS CALLER CALLED IN: THE OWNER AT THIS ADDRESS HAS INSTALLED METAL POSTS IN THE FRONT OF HIS PROPERTY.

Code	Date Next Action	Next Action
22.08.150		SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
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E210100	18827 RIVERSIDE DR	04/05/21	OPEN	
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Enforcement List - Inspection Summary

04/16/21

I WAS ASKED TO STOP BY THIS ADDRESS BY VILLAGE MANAGER CHRIS WILSON AS HE HAS HAD SOME INFORMATION PROVIDED TO HIM REGARDING A DUMPSTER IN THE DRIVEWAY AND AN ELECTRICAL TRUCK OBSERVED IN THE DRIVEWAY SEVERAL TIMES. I STOPPED BY THE ADDRESS AND SPOKE WITH THE OWNERS WIFE MS. LORNE, WHO WAS INSTALLING CLOSET SHELVING IN THE BEDROOMS. AS I WAS SPEAKING WITH HER I COULD TELL THIS WAS A MAJOR RENOVATION TO INCLUDE NEW PLUMBING AND ELECTRICAL. A BRAND NEW KITCHEN COULD BE SEEN THROUGH THE FRONT GLASS WINDOW WHICH INCLUDED CEILINGS, CANNED LIGHTS, NEW SINK, NEW COUNTERTOP AND ALL NEW APPLIANCES. I EVEN SPOKE WITH THE CONSUMERS GAS PERSONNEL OUTSIDE WHO JUST GOT DONE HOOKING UP A NEW METER. I ASKED IF SHE HAD TO GO INSIDE, SHE STATED SHE DID TO LIGHT THE PILOT LIGHT ON THE NEW WATER HEATER. I LOOKED UP THE ADDRESS AND THERE WHERE NO PERMITS PULLED AT ALL. THE WOMAN STATED THEY WERE LOOKING AT MOVING IN NEXT WEEK INTO THE HOUSE. THE WIFE, MS. LORNE STATED HER HUSBAND WORKS FOR A CONSTRUCTION COMPANY OUT OF ROYAL OAK CALLED KASCO (SP) CONSTRUCTION. HIS PRIVATE PHONE NUMBER IS 231-649-3075. I ADVISED I WOULD BE INFORMING THIS GROUP AND ASKED IF HE HAD PULLED ANY PERMITS. SHE STATED SHE DIDN'T KNOW BECAUSE HER HUSBAND "HANDLES ALL THAT."

SHE INDICATED SHE WOULD CALL THE DUMPSTER COMPANY THIS DATE TO SEE WHEN THEY COULD PICK IT UP.

Code	Date Next Action	Next Action			
22.08.150	04/08/2021	SITE INSPECTION			
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E210101	22549 KING RICHARD CT	04/07/21	OPEN	
MARCH 31, 2021: CHARLIE PHILLIPS RECEIVED REQUEST FORM ZONING ADMIN. TO CHECK ON THIS ADDRESS FOR ANY SIGNS OF DECK CONSTRUCTION. NO PERMITS ON FILE AS OF THIS DATE.				

04-01-21
CHARLIE PHILLIPS INDICATED NO WORKERS ON SITE. PHILLIPS WAS UNABLE TO SEE ANY CONSTRUCTION (FROM THE STREET) MAY POSSIBLY BE ABLE TO SEE FROM NEIGHBORS PROPERTY. (UNKNOWN IF THIS WAS EVER DONE).

Code	Date Next Action	Next Action
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Enforcement List - Inspection Summary

04/16/21

2018 INTERNAT

04/14/2021

SITE
INSPECTION

Inspection Type

Status

Result

Scheduled

Completed

Inspector

Enforcement Number

Address

Filed

Status

Closed

E210102

31974 LAHSER RD

03/16/21

Closed

03/16/21

COMPLAINT WAS THE HOMEOWNER BLOWING LAWN DEBRIS AND ROCKS IN THE STREET.
CONFRONTATION OCCURRED AT THE TIME.

03-16-21

PHILLIPS DROVEBY AND DIDN'T FIND ANY DEBRIS IN THE STREET. HOMEOWNER WAS NOT
CONTACTED.

Code

Date Next Action

Next Action

13.06

03/16/2021

SITE
INSPECTION

Inspection Type

Status

Result

Scheduled

Completed

Inspector

Enforcement Number

Address

Filed

Status

Closed

E210103

19660 WARWICK DR

04/01/21

OPEN

Enforcement List - Inspection Summary

04/16/21

04-01-21

AN EMAIL WAS RECIEVED BY MARK LLOYD TO CHARLIE PHILLIPS TO CHECK ON A DRAINAGE ISSUE BETWEEN 19660 WARWICK DRAINING INTO 19676 WARWICK'S BACKYARD.

04-06-21

THIS OFFICER RESPONDED TO THE ADDRESS AND SPOKE WITH THE OCCUPANT / RENTER WHO STATED SHE WAS RENTING THE HOME FROM 12-2020 TO 01-2022. I REQUESTED TO ENTER THE BACKYARD IN ORDER TO OBSERVE THE PROBLEM. THE RENTER AGREED AND THIS OFFICER LOCATED A ROOF DOWN SPOUT WHICH HAD BEEN ROUTED UNDER GROUND THROUGH A STRAIGHT 4 INCH PVC PIPE TO WITHIN 5 INCHES OF THE PROPERTY LINE. THIS WAS/ IS ALLOWING THE DRAINAGE WATER TO DRAIN DIRECTLY ONTO AND INTO (ELEVATION) THE BACK YARD OF 19676 WARWICK.

THE RENTER PROVIDED THE NAME AND NUMBER AND EMAIL OF THE OWNER FOR CONTACT PURPOSES.

THIS OFFICER THEN SENT A LETTER TO THE OWNER SITING CODE 22.08.140 (A). GRADES AND ELEVATION DIFFERENTIALS ON AS WELL AS THE LANDLORD AGREEMENT 04-13-21. (SEE ATTCHED LETTER SENT)

Code		Date Next Action		Next Action		
22.08.140 (A) / C		04/26/2021		SITE INSPECTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector	

Enforcement Number	Address	Filed	Status	Closed
E210104	15671 W 14 MILE RD	04/12/21	Closed	04/12/21

Enforcement List - Inspection Summary

04/16/21

04-08-21

THIS OFFICER RECIEVED A COMPLAINT REGARDING THE GARBAGE BEING PLACED OUT NEAR THE STREET TOO EARLY. IN THIS CASE THE GARBAGE WAS PUT OUT ON WEDNESDAY 04-07-21 WHEN THE GARBAGE DATE FOR THE RESIDENCE IS MONDAY 04-12-21. THIS OFFICER STOPPED BY AND SPOKE WITH THE DAUGHTER OF THE OWNER AND EXPLAINED THE ISSUE. WHILE ON PROPERTY THIS OFFICER ALSO OBSERVED A APPROX. 10 BICYCLES, PILED UP WOOD, A KITCHEN SINK AMONG OTHER DEBRIS STACKED UP NEAR THE REAR OF THE DRIVEWAY. THIS OFFICER ADVISED THEY WOULD HAVE TO CLEAN THIS UP AS WELL. THE DAUGHTER EXPLAINED THEY JUST GOT DONE CLEANING OUT THE GARAGE WHICH WAS THE REASON FOR THE PILES. THE DAUGHTER ALSO IMMEDIATELY BROUGHT THE GARBAGE AT THE CURB BACK TO THE GARAGE AREA UNTIL THEIR NEXT GARBAGE DAY.

04-12-21

GARBAGE NOW AT THE CURB READY FOR PICK UP AND THE PILES OF OTHER MATERIALS HAVE BEEN CLEANED UP.

Code	Date Next Action	Next Action			
302.1 / 13.11	04/12/2021	SITE INSPECTION			
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E210105	17340 W 13 MILE RD	04/13/21	OPEN	

THIS OFFICER RECEIVED A COMPLAINT REGARDING THE LISTED ADDRESS HAS NOT CLEANED UP THE LEAVES FROM LAST FALL AND THEY ARE BLOWING FROM THIS ADDRESS ONTO THE NEIGHBORS "RAKED" LAWN.

THIS OFFICER SPOKE TO THE HOME OWNER WHO STATED IT WAS TOO COLD TO WORK OUTSIDE THEN STATED IT SHE WOULD CLEAN UP THE LEAVES BUT GAVE NO DATE. OFFICER HANDED HER THE NOTICE WITH THE LISTED DATE AS A COMPLETION DATE.

Code	Date Next Action	Next Action			
302.1	04/19/2021	SITE INSPECTION			
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement List - Inspection Summary

04/16/21

Enforcement Number	Address	Filed	Status	Closed
E210106	18721 WALMER LN	04/13/21	OPEN	

PLEASE CUT GRASS.

SPOKE WITH THE FATHER OF THE OWNER WHO STATED HE WOULD PROVIDE THE NOTICE TO THE THE SON AND PASS ALONG THE REQUEST TO CUT THE LAWN ON A REGULAR WEKLY BASIS.

Code	Date Next Action			Next Action	
302.4	04/20/2021			SITE INSPECTION	
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E210107	17220 W 13 MILE RD	04/14/21	OPEN	

04-13-21

THIS OFFICER MADE ANOTHER SITE VISIT AFTER OBSERVING "COCA COLA" CANS STREWN ON THE WEST YARD OF THE PROPERTY ALONG WITH VERY OLD REFUSE BAGS WITH DIRT IN THEM STILL ON THE LOT LINE. ON THE NORTH SIDE THERE WAS OTHER ACCUMILATED TRASH IE OLD TIRE, LAWNMOWER, PLYWOOD AND GARBAGE COVERED IN FALLEN LEAVES. THIS OFFICER SPOKE WITH BOTH TENANTS OF THE HOME THIS DATE WHO ADVISED THEY WOULD PICK UP THE GARBAGE TODAY. OFFICER WAS INFORMED THEY ARE MOVING INTO A PURCHASED HOME IN BLOOMFIELD HILLS IN TWO MONTHS. THIS OFFICER ASKED IF THERE WAS MUCH COMUNICATION WITH THE OWNER ZHANG. THEY BOTH STATED NO.

AS OF THIS DATE THE VILLAGE HAS NOT HEARD FROM OWNER ZHANG REGARDING THE LANDLORD LICENSE AND NO PAYMENT HAS BEEN RECEIVED.

04-15-21

A CERTIFIED LETTER WAS SENT TO THE NEW YORK ADDRESS REGARDING THE LANDLORD LICENSE.

Code	Date Next Action			Next Action	
302.1	04/20/2021			SITE INSPECTION	
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Population: All Records

Enforcement.DateFiled Between 3/15/2021 12:00:00 AM AND 4/16/2021 11:59:59 PM

VILLAGE OF BEVERLY HILLS

2020 CONSUMERS ANNUAL REPORT ON WATER QUALITY

ATTENTION: THIS IS AN IMPORTANT REPORT ON WATER QUALITY AND SAFETY

The Village of Beverly Hills, The Southeastern Oakland County Water Authority (SOCWA) and the Great Lakes Water Authority (GLWA) are proud of the fine drinking water they supply and are honored to provide this report to you. The 2020 Consumers Annual Report on Water Quality shows the sources of our water, lists the results of our tests, and contains important information about water and health. We will notify you immediately if there is ever any reason for concern about our water. We are pleased to show you how we have surpassed water quality standards as mandated by the Environmental Protection Agency (EPA) and the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

About the System

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

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

GLWA has initiated source-water protection activities that include chemical containment, spill response, and a mercury reduction program. GLWA participates in the National Pollutant Discharge Elimination System permit discharge program and has an emergency response management plan. In 2016, the Michigan Department of Environmental, Great Lakes and Energy approved GLWA's Surface Water Intake Protection plan for the Belle Isle intake. The plan has seven elements that include: roles and duties of government units and water supply agencies, delineation of a source water protection areas, identification of potential sources of contamination, management approaches for protection, contingency plans, siting of new water sources, public participation, and public education activities. GLWA is in the process of updating the plan which should be completed by September 2021. If you would like to know more information about the Source Water Assessment report please, contact GLWA at (313 926-8102).

And/or

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

intake is categorized as having a moderately low susceptibility to potential contaminant sources. The Lake Huron water treatment plant has historically provided satisfactory treatment of this source water to meet drinking water standards.

In 2016, the Michigan Department of Environmental, Great Lakes and Energy approved GLWA's Surface Water Intake Protection plans for the Lake Huron water intake. The plan has seven elements: roles and duties of government units and water supply agencies, delineation of a source water protection areas, identification of potential sources of contamination, management approaches for protection, contingency plans, siting of new water sources, public participation and public education activities. GLWA is in the process of updating the plan which should be completed by September 2021. If you would like to know more information about the Source Water Assessment report please, contact GLWA at (313 926-8102).

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

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

Contaminants that may be present in source water include:

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

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

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

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

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

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

Key to the Detected Contaminants Table

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

2020 Springwells Regulated Detected Contaminants Table

2020 Inorganic Chemicals – Monitoring at Plant Finished Water Tap								
Regulated Contaminant	Test Date	Unit	Health Goal MCLG	Allowed Level MCL	Highest Level Detected	Range of Detection	Violation yes/no	Major Sources in Drinking Water
Fluoride	3-10-2020	ppm	4	4	0.63	n/a	no	Erosion of natural deposit; Water additive, which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Nitrate	3-10-2020	ppm	10	10	0.37	n/a	no	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
Barium	5-16-2017	ppm	2	2	0.01	n/a	no	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.

2020 Disinfection Residual - Monitoring in the Distribution System								
Regulated Contaminant	Test Date	Unit	Health Goal MRDLG	Allowed Level MRDL	Highest RAA	Quarterly Range of Detection	Violation yes/no	Major Sources in Drinking Water
Total Chlorine Residual	2020	ppm	4	4	0.70	0.60-0.79	no	Water additive used to control microbes

2020 Turbidity - Monitored Every 4 Hours at the Plant Finished Water Tap			
Highest Single Measurement Cannot exceed 1 NTU	Lowest Monthly % of Samples Meeting Turbidity Limit of 0.3 NTU (minimum 95%)	Violation yes/no	Major Sources in Drinking Water
0.21 NTU	100%	no	Soil Runoff
Turbidity has no health effects. However, turbidity can interfere with disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms. These organisms include bacteria, viruses, and parasites that can cause symptoms such as nausea, cramps, diarrhea, and associated headaches.			

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

2020 Special Monitoring						
Contaminant	Test Date	Unit	MCLG	MCL	Highest Level Detected	Source of Contaminant
Sodium	3-10-2020	ppm	n/a	n/a	5.37	Erosion of natural deposits

These tables are based on tests conducted by GLWA in the year 2020 or the most recent testing done within the last five calendar years. GLWA conducts tests throughout the year only tests that show the presence of a substance or require special monitoring are presented in these tables. The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. All of the data is representative of the water quality, but some are more than one year old.

2020 Springwells Mineral Analysis

Parameter	Units	Max.	Min.	Avg.
Turbidity	NTU	0.19	0.03	0.08
Total Solids	ppm	165	76	136
Total Dissolved Solids	ppm	140	98	121
Aluminum	ppm	0.106	0.014	0.045
Iron	ppm	0.177	ND	0.110
Copper	ppm	0.008	ND	0.001
Magnesium	ppm	7.82	5.93	7.32
Calcium	ppm	31.2	23.5	27.3
Sodium	ppm	5.94	4.51	5.01
Potassium	ppm	1.06	0.89	0.98
Manganese	ppm	ND	ND	ND
Lead	ppm	ND	ND	ND
Zinc	ppm	ND	ND	ND
Silica	ppm	2.4	ND	1.8
Sulfate	ppm	31.8	21.9	25.9

Parameter	Units	Max.	Min.	Avg.
Chloride	ppm	11.6	8.5	9.8
Phosphorus	ppm	1.17	0.16	0.53
Free Carbon Dioxide	ppm	10.4	5.7	7.4
Total Hardness	ppm	108	98	102
Total Alkalinity	ppm	74	66	70
Carbonate Alkalinity	ppm	ND	ND	ND
Bi-Carbonate Alkalinity	ppm	74	66	70
Non-Carbonate Hardness	ppm	39	26	32
Chemical Oxygen Demand	ppm	13.5	ND	2.8
Dissolved Oxygen	ppm	13.8	8.8	11.1
Nitrite Nitrogen	ppm	ND	ND	ND
Fluoride	ppm	0.77	0.49	0.62
pH		7.41	7.12	7.29
Specific Conductance @ 25 °C.	µohms	243	213	224
Temperature	°C	24.6	3.5	13.4

2020 Northeast Regulated Detected Contaminants Table

2020 Inorganic Chemicals - Annual Monitoring at Plant Finished Tap								
Regulated Contaminant	Test Date	Unit	Health Goal MCLG	Allowed Level MCL	Highest Level Detected	Range of Detection	Violation	Major Sources in Drinking Water
Fluoride	3-10-2020	ppm	4	4	0.80	n/a	no	Erosion of natural deposit; Water additive, which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Nitrate	3-10-2020	ppm	10	10	0.36	n/a	no	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
Barium	5-16-2017	ppm	2	2	0.01	n/a	no	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.

2020 Disinfection Residual - Monitoring in the Distribution System								
Regulated Contaminant	Test Date	Unit	Health Goal MRDLG	Allowed Level MRDL	Highest Level RAA	Range of Quarterly Results	Violation	Major Sources in Drinking Water
Total Chlorine Residual	2020	ppm	4	4	0.76	0.67-0.84	no	Water additive used to control microbes

2020 Turbidity - Monitored Every 4 Hours at the Plant Finished Water Tap			
Highest Single Measurement Cannot exceed 1 NTU	Lowest Monthly % of Samples Meeting Turbidity Limit of 0.3 NTU (minimum 95%)	Violation	Major Sources in Drinking Water
0.14 NTU	100%	no	Soil Runoff
Turbidity has no health effects. However, turbidity can interfere with disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms. These organisms include bacteria, viruses, and parasites that can cause symptoms such as nausea, cramps, diarrhea, and associated headaches.			

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

2020 Special Monitoring						
Contaminant	Test Date	Unit	MCLG	MCL	Highest Level Detected	Source of Contaminant
Sodium	3-10-2020	ppm	n/a	n/a	5.92	Erosion of natural deposits

These tables are based on tests conducted by GLWA in the year 2020 or the most recent testing done within the last five calendar years. GLWA conducts tests throughout the year only tests that show the presence of a substance or require special monitoring are presented in these tables. The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. All of the data is representative of the water quality, but some are more than one year old.

2020 Northeast Mineral Analysis

Parameter	Units	Max.	Min.	Avg.
Turbidity	NTU	0.10	0.05	0.07
Total Solids	ppm	165	109	141
Total Dissolved Solids	ppm	148	87	128
Aluminum	ppm	0.149	0.024	0.065
Iron	ppm	0.181	ND	0.113
Copper	ppm	ND	ND	ND
Magnesium	ppm	8.11	6.83	7.46
Calcium	ppm	30.9	24.3	27.6
Sodium	ppm	5.93	4.46	5.12
Potassium	ppm	1.06	0.91	0.99
Manganese	ppm	ND	ND	ND
Lead	ppm	ND	ND	ND
Zinc	ppm	ND	ND	ND
Silica	ppm	2.4	1.4	2.0
Sulfate	ppm	43.0	21.9	26.2

Parameter	Units	Max.	Min.	Avg.
Chloride	ppm	11.6	8.5	9.8
Phosphorus	ppm	1.17	0.16	0.53
Free Carbon Dioxide	ppm	10.4	5.7	7.4
Total Hardness	ppm	108	98	102
Total Alkalinity	ppm	74	66	70
Carbonate Alkalinity	ppm	ND	ND	ND
Bi-Carbonate Alkalinity	ppm	74	66	70
Non-Carbonate Hardness	ppm	39	26	32
Chemical Oxygen Demand	ppm	13.5	ND	2.8
Dissolved Oxygen	ppm	13.8	8.8	11.1
Nitrite Nitrogen	ppm	ND	ND	ND
Fluoride	ppm	0.77	0.49	0.62
pH		7.41	7.12	7.29
Specific Conductance @ 25 °C	µohm s	243	213	224
Temperature	°C	24.6	3.5	13.4

2020 Lake Huron Regulated Detected Contaminants Table

2020 Inorganic Chemicals - Annual Monitoring at Plant Finished Tap								
Regulated Contaminant	Test Date	Unit	Health Goal MCLG	Allowed Level MCL	Highest Level Detected	Range of Detection	Violation	Major Sources in Drinking Water
Fluoride	3-10-2020	ppm	4	4	0.72	n/a	no	Erosion of natural deposit; Water additive, which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Nitrate	3-10-2020	ppm	10	10	0.30	n/a	no	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
Barium	5-16-17	ppm	2	2	0.01	n/a	no	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.

2020 Disinfection Residual - Monitoring in the Distribution System								
Regulated Contaminant	Test Date	Unit	Health Goal MRDLG	Allowed Level MRDL	Highest Level RAA	Range of Quarterly Results	Violation	Major Sources in Drinking Water
Total Chlorine Residual	2020	ppm	4	4	0.77	0.70-0.85	no	Water additive used to control microbes

2020 Turbidity - Monitored Every 4 Hours at the Plant Finished Water Tap			
Highest Single Measurement Cannot exceed 1 NTU	Lowest Monthly % of Samples Meeting Turbidity Limit of 0.3 NTU (minimum 95%)	Violation	Major Sources in Drinking Water
0.10 NTU	100%	no	Soil Runoff
Turbidity has no health effects. However, turbidity can interfere with disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms. These organisms include bacteria, viruses, and parasites that can cause symptoms such as nausea, cramps, diarrhea and associated headaches.			

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

Radionuclides - Monitored at the Plant Finished Tap in 2014							
Regulated Contaminant	Test Date	Unit	MCLG	MCL	Level Detected	Violation	Major Sources in Drinking Water
Combined Radium Radium 226 and 228	5/13/14	pCi/L	0	5	0.86 ± 0.55	no	Erosion of natural deposits

2020 Special Monitoring						
Contaminant	Test Date	Unit	MCLG	MCL	Highest Level Detected	Source of Contaminant
Sodium	3-10-2020	ppm	n/a	n/a	4.91	Erosion of natural deposits

These tables are based on tests conducted by GLWA in the year 2020 or the most recent testing done within the last five calendar years. GLWA conducts tests throughout the year only tests that show the presence of a substance or require special monitoring are presented in these tables. The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. All of the data is representative of the water quality, but some are more than one year old.

2020 Lake Huron Tap Water Mineral Analysis

Parameter	Units	Max.	Min.	Avg.
Turbidity	NTU	0.11	0.05	0.07
Total Solids	ppm	164	53	128
Total Dissolved Solids	ppm	138	56	117
Aluminum	ppm	0.242	0.057	0.182
Iron	ppm	0.192	ND	0.112
Copper	ppm	ND	ND	ND
Magnesium	ppm	8.22	6.88	7.50
Calcium	ppm	30.6	24.7	27.3
Sodium	ppm	5.94	4.39	4.92
Potassium	ppm	1.11	0.91	1.00
Manganese	ppm	ND	ND	ND
Lead	ppm	ND	ND	ND
Zinc	ppm	ND	ND	ND
Silica	ppm	2.4	1.7	2.1
Sulfate	ppm	24.3	17.9	19.9

Parameter	Units	Max.	Min.	Avg.
Chloride	ppm	11.9	7.9	9.4
Phosphorus	ppm	1.23	0.12	0.51
Free Carbon Dioxide	ppm	8.2	4.2	5.5
Total Hardness	ppm	106	96	100
Total Alkalinity	ppm	82	70	75
Carbonate Alkalinity	ppm	ND	ND	ND
Bi-Carbonate Alkalinity	ppm	82	70	75
Non-Carbonate Hardness	ppm	30	22	25
Chemical Oxygen Demand	ppm	4.1	ND	1.5
Dissolved Oxygen	ppm	13.0	8.2	10.5
Nitrite Nitrogen	ppm	ND	ND	ND
Fluoride	ppm	0.87	0.60	0.71
pH		7.57	7.30	7.44
Specific Conductance @ 25 °C.	µohms	265	201	221
Temperature	°C	23.9	5.5	13.9

2020 GLWA Cryptosporidium – Giardia Statement:

GLWA voluntarily monitors our source water for the presence of Cryptosporidium and Giardia In 2020. The presence of Cryptosporidium and Giardia were detected in the source water at the Belle Isle Detroit River Intake serving Water Works Park, Springwells and the Northeast treatment plants. Cryptosporidium was detected once in March and Giardia once in April. All other samples monitored in 2020 were absent for the presence of Cryptosporidium and Giardia. Current test methods do not enable us to determine if these organisms are dead or if they are capable of causing disease. Symptoms of infection include nausea, diarrhea, and abdominal cramps. Most healthy individuals are able to overcome the disease within a few weeks. However, immuno-compromised people have more difficulty and are at greater risk of developing severe, life threatening illness. Immuno-compromised individuals are encouraged to consult their doctor regarding appropriate precautions to take to prevent infection. Cryptosporidium must be ingested for it to cause disease and may be passed through other means than drinking water. Surface water treatment systems like GLWA must provide treatment so that 99.9% Giardia is removed or inactivated.

VILLAGE OF BEVERLY HILLS

2020 Microbiological Contaminants – Monthly Monitoring in Distribution System

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

2020 Disinfection By-Products – Monitoring in Distribution System, Stage 2 Disinfection By-Products

Regulated Contaminant	Test Date	Unit	Health Goal MCLG	Allowed Level MCL	Highest LRAA	Range of Detection	Violation yes/no	Major Sources in Drinking Water
Total Trihalomethanes (TTHM)	2020	ppb	n/a	80	26	19 – 36	no	By-product of drinking water chlorination
Haloacetic Acids (HAA5)	2020	ppb	n/a	60	20	15 - 24	no	By-product of drinking water disinfection

Lead and Copper Monitoring at the Customer's Tap in 2020

Regulated Contaminant	Test Date	Unit	Health Goal MCLG	Action Level AL	90 th Percentile Value*	Number of Samples Over AL	Range of Individual Samples Results	Violation	Major Sources in Drinking Water
Lead	2020	ppb	0	15	0	0	0 - 13	no	Lead services lines, corrosion of household, plumbing including fittings and fixtures; erosion of natural deposits"
Copper	2020	ppm	1.3	1.3	0.1	0	0.0 - 0.2	no	Corrosion of household plumbing system; Erosion of natural deposits; leaching from wood preservatives.

* The 90th percentile value means 90 percent of the homes tested have lead and copper levels below the given 90th percentile value. If the 90th percentile value is above the AL additional requirements must be met.

Number of Water Service Connections by Service Line Material

Number of Lead Service Lines	Number of Service Lines of Unknown Material	Total Number of Service Lines
3	1359	4371

The Fourth Unregulated Contaminant Monitoring Rule (UCMR4)

The UCMR program provides the EPA and other interested parties with nationally representative data on the occurrence of particular contaminants in drinking water, the number of people potentially being exposed and an estimate of the levels of that exposure. In accordance with SDWA, EPA will consider the occurrence data from UCMR4 and other sources, along with the peer reviewed health effects assessments, to support a regulatory determination on whether to initiate the process to develop a national primary drinking water regulation.

The table lists the minimum reporting level, level detected, average and range of each contaminant detected.

Detection levels are in micro grams per Liter (1µg/L = 1ppb)

Contaminant	Minimum Reporting Level µg/L	Level Detected	AVG	Range
HAA5	NA	NA	13.44	9.97 – 17.23
HAA6Br	NA	NA	7.08	6.15 – 8.41
HAA9	NA	NA	19.86	15.89 – 24.91

Important Health Information

Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Village of Beverly Hills is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using the water for drinking or cooking. If you have a lead service line it is recommended that you run your water for 5 minutes to flush water from both your home plumbing and the lead service line. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline 1-800-462-4791 or at <http://www.epa.gov/safewater/lead>.

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

People with Special Health Concerns

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

Questions:

Local Distribution: Village of Beverly Hills (248) 646-6404

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

Great Lakes Water Authority – www.glwater.org

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

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

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