

Village of Beverly Hills
Regular Village Council Meeting
Tuesday, August 17, 2021

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

Zoom link: <https://us02web.zoom.us/j/84847956829>

Meeting ID: 848 4795 6829

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: Recognition of Board and Commission Members

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

1. Review and consider approval of [minutes](#) of a regular Council meeting held August 3, 2021.
2. Review and file [bills](#) recapped as of Monday, August 16, 2021.

Business Agenda

1. Review and consider subcommittee's [recommendation](#) for an appointment on the Zoning Board of Appeals.
2. Review and consider awarding 2021 [Concrete Patch Repair Program](#) bid to Cipparrone Contracting, Inc.
3. Review and consider Evergreen-Farmington Sanitary Drain [agreement](#).

Public comments

Manager's [report](#)

Council comments

Adjournment

This will be a hybrid meeting held in person in the Village Council Chambers with a remote participation option available via Zoom due to the COVID-19 pandemic.

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

REGULAR COUNCIL MEETING MINUTES – AUGUST 3, 2021 – PAGE 1

Present: President George; President Pro-Tem Hrydziuszko; Members: Abboud, Kecskemeti, Mooney, O’Gorman, and Peddie

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. in the Village Council Chambers located at 18500 W. Thirteen Mile Road, Beverly Hills, MI 48025. The Pledge of Allegiance was recited by those in attendance.

AMENDMENTS TO AGENDA/APPROVE AGENDA

Motion by Mooney, second by Peddie, to approve the agenda as published.

Motion passed.

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

Karen Gilbert, Amherst, commented on the format of the Code Enforcement report and Public Safety report.

CONSENT AGENDA

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

1. Review and consider approval of minutes of a regular Council meeting held July 20, 2021.
2. Review and file bills recapped as of Monday, August 2, 2021.

Roll Call Vote:

Motion passed (7-0)

BUSINESS AGENDA

PRESENTATION ON INVASIVE SPECIES BY THE OAKLAND COUNTY COOPERATIVE INVASIVE SPECIES MANAGEMENT AREA (OC Cisma)

Erica Clites, Director of the OC Cisma, presented on invasive species in Oakland County. She highlighted the work being done to educate the community and properly remove invasive species. She spoke about knotweed and the surveying that OC Cisma staff will be conducting in Beverly Hills later in August. Residents can contact the OC Cisma at 248-660-0716 or visit the website at <https://oaklandinvasivespecies.org>.

REVIEW AND CONSIDER REQUEST FROM OUR LADY QUEEN OF MARTYRS TO USE VILLAGE STREETS FOR A 5K RUN ON SEPTEMBER 11, 2021

Administration received a request from Our Lady Queen of Martyrs School to use Village streets for their annual Oktoberfest 5K run on Saturday, September 11, 2021 between the hours of 8:00 and 11:00 a.m. The map of the certified 5K route was provided to the Council.

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

Mike Hughes from Our Lady Queen of Martyrs was in attendance and spoke about the event.

Motion by Peddie, second by Mooney, be it resolved, the Beverly Hills Village Council hereby authorizes Our Lady Queen of Martyrs to hold their annual Oktoberfest 5K race and use the Village streets and sidewalks on Saturday, September 11, 2021 as outlined on the attached map provided that they submit a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured to the Clerk's Office for the date of the event.

Roll Call Vote:

Motion passed (7-0)

REVIEW AND CONSIDER REQUEST FROM OUR LADY QUEEN OF MARTYRS TO PLACE OKTOBERFEST SIGN ON SOUTHFIELD ROAD RIGHT OF WAY

Administration received a request from Our Lady Queen of Martyrs asking for permission to place a sign in the public right of way on the west side of Southfield Road at the intersection of Dunblaine Avenue. The sign is for Our Lady Queen of Martyrs' Oktoberfest event scheduled for October 1st and 2nd. They have requested to put the sign out on September 4th and stated that it would be removed no later than October 6, 2021.

Mike Hughes from Our Lady Queen of Martyrs was in attendance and spoke about the request.

Motion by Abboud, second by Mooney, be it resolved, the Beverly Hills Village Council authorizes Our Lady Queen of Martyrs to place their Oktoberfest event sign in the public right of way at the Southfield Road and Dunblaine Avenue intersection from September 4 to October 6, 2021.

Roll Call Vote:

Motion passed (7-0)

REVIEW AND CONSIDER MUNICIPAL CREDIT AND COMMUNITY CREDIT CONTRACT FOR FISCAL YEAR 2022

The Village of Beverly Hills is eligible to receive Municipal Credits and Community Credits from the Suburban Mobility Authority for Regional Transportation (SMART) for transportation services for our residents. Next is the subcontractor that provides direct services to the residents.

The Village is eligible to receive \$10,108.00 in Municipal Credits and \$16,568.00 in Community Credits for Fiscal Year 2022. The funds from SMART are paid directly to the subcontractor.

A copy of the agreement was provided to the Council for review.

Motion by Mooney, second by Peddie, be it resolved, the Beverly Hills Village Council hereby authorizes Village Administration to execute a contract with the Suburban Mobility Authority for Regional Transport for Municipal Credits in the amount of \$10,108.00 and Community Credits in the amount of \$16,568.00 for Fiscal Year 2022.

Roll Call Vote:

Motion passed (7-0)

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SECOND ANNOUNCEMENT OF A VACANCY ON THE ZONING BOARD OF APPEALS

There is a vacancy on the Zoning Board of Appeals for a partial term ending June 30, 2022. All interested and eligible residents of Beverly Hills are encouraged to apply to become a member of the ZBA. Applications are available on the Village website or by emailing the Village Clerk at krutkowski@villagebeverlyhills.com. Applications may be submitted via email, regular mail, or using the drop box located outside of the Village office (18500 W. 13 Mile Road, Beverly Hills, MI 48025).

Applications are due Monday, August 9, 2021. An appointment will be scheduled to take place at the August 17, 2021 Village Council meeting. The ZBA meets the second Monday of the month at 7:30 p.m., as necessary.

This constitutes the second announcement of a vacancy on the Zoning Board of Appeals.

PUBLIC COMMENTS

None.

MANAGER'S REPORT

Evergreen Farmington District Agreement – I have included for your review a letter and draft agreement provided by Office of the Oakland County Water Resource Commissioner (WRC) regarding the establishment of a Chapter 20 Drain for the Evergreen Farmington Sanitary Drain. This draft agreement would replace the current agreement for the Evergreen and Farmington Sewage Disposal System (EFSDS) with the Evergreen Farmington Sanitary Drain (EFSD). The EFSD Drain Board would be empowered under Act 471 of the Drain Code and would commence two significant projects. One would involve the purchase of additional capacity from the Great Lakes Water Authority (GLWA) for sewage disposal throughout the district. The other project would involve the construction of additional infrastructure along 8 Mile and Evergreen Roads to accommodate this additional capacity. By acquiring this additional capacity, the EFSD would be able to get out from under various Administrative Consent Orders (ACO's) that the district has operated under from some time. This agreement would be in effect for a period of 30 years and would automatically renew for periods of 10 years unless revoked. This agreement would replace the current 1989 EFSDS Intermunicipal Contract Concerning Wastewater Treatment and Pollution Control Projects. Once the additional capacity has been acquired, new Town Outlet Capacities (TOC) will be developed for all member communities. Communities that may require additional capacity above the apportioned TOC will be able to purchase this capacity from the EFSD. The Village's TOC needs will be mitigated by the presence of Retention Treatment Basin (RTB) at Douglas Evans.

WRC staff have been working on this agreement with current EFSDS member communities for many months. Village Administration, HRC staff and Mr. Ryan have reviewed the draft agreement and believe it to be in the best interest of the Village. I believe the work done by WRC staff to acquire the rights to additional capacity for the EFSD and remove the member communities from the ACO's to be a significant benefit. It is the intent of Village Administration to place this item for Council's review and consideration on the agenda of August 17th. A representative of the WRC Office will be present at the meeting to make a brief presentation and answer any questions Council may have. I wanted Council to have the opportunity to review the documents and get any questions

answered before putting this matter on an agenda for consideration. Please contact me or Mr. Ryan with any questions or concerns on the agreement.

31655 Southfield Road Site Plan – At their regular meeting of July 28th, the Planning Commission reviewed the preliminary site plan submittal for the Goddard School at 31655 Southfield Rd. No action was taken and the matter will be on the agenda again for the Planning Commission meeting of August 25th. HRC has provided a review based upon the plan that was submitted and recommended revisions/updates are being addressed. The Department of Public Safety is conducting a review for Fire Code. I will continue to update Council as this matter progresses.

Village Hall Generator – The Village, with significant assistance from Southfield Township, is in the process of acquiring quotes for a generator that would operate Village Hall in the case of a power outage. I hope to have prices soon to bring before Council for your consideration.

DTE Outreach – Village Administration has reached out to our Community Relations representative for a report on the recent storms and power outages experienced in the Village. DTE Engineers are preparing a report and analysis that I will share with Council and the community as soon as it is available. With the most recent storms that, fortunately, largely missed the Village, the report might be a bit delayed.

Southfield Road Landscaping – The Village has maintained a section of landscaping along the east side of Southfield Road for many years. A Special Assessment is charged to the participating property owners for the maintenance of this landscaping and, in prior years, watering. Much of the remaining landscaping is in fair to poor condition. The areas that the Village maintains could use a refresh. I have toured the area with Mr. Lawrence and shared my thoughts on an update for this strip. Village Administration would propose removing and updating a significant amount of the shrubs and some of the landscape trees in this area. We would like to conduct a meeting with all interested property owners to go over our plans and receive their input and feedback. The goal would be to come up with a plan for the corridor that would improve the aesthetics and serve the needs of as many of these business as possible, and then continue to maintain them going forward through a Special Assessment.

Meeting Format – Wilson thanked BCTV for setting up the hybrid Zoom and in-person meeting format.

COUNCIL COMMENTS

Kecskemeti gave an update on flooding, stormwater management, and a potential basement back-up program.

Peddie congratulated Beverly Hills native Annie Lazor on her Olympic medal in the 200 meter breaststroke and said she was proud of her.

Abboud commented on the impacts of the pandemic. He reported that the Senior Advisory Council held a meeting in Waterford and discussed the Recovery Act.

Mooney congratulated Annie Lazor on her Olympic win. He was happy to hear Beverly Hills mentioned on national television. He suggested having a landscape architect improve the

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appearance of Southfield Road. He commented on safety protocols at the Park for upcoming events.

Hrydziusko reminded everyone that the Concert in the Park will be held at Beverly Park on Friday, August 13 at 7:00 p.m. She attended the last Planning Commission meeting and suggested taking another look at the fence ordinance to best serve all residents.

George stated that OPEB funding is in a good position and the Village is financially sound. He would like to improve the formatting of the Code Enforcement report so it is not simply a complaint log. He reminded everyone to be safe at the upcoming Concert and Movie in the Park events. He stated that outgoing Board/Commission members will be recognized at the next Village Council meeting. He congratulated Annie Lazor on her bronze medal and encouraged everyone to watch the race.

ADJOURNMENT

Motion by Mooney, second by Abboud, to adjourn the meeting at 8:59 p.m.

Motion passed.

John George
Council President

Kristin Rutkowski
Village Clerk



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 08/03/2021 THROUGH 08/16/2021.

ACCOUNT TOTALS:

101	GENERAL FUND	\$87,808.27
202	MAJOR ROAD FUND	\$13,703.99
203	LOCAL STREET FUND	\$26,989.44
205	PUBLIC SAFETY DEPARTMENT FUND	\$29,919.73
592	WATER/SEWER OPERATION FUND	\$317,660.48
701	TRUST & AGENCY FUND	\$82.00
	TOTAL	<u>\$476,163.91</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT *	\$2,000.00
	* This expenditure was for the Greening Scholarship winners	
	ACCOUNTS PAYABLE	<u>\$478,163.91</u>
	GRAND TOTAL	<u>\$480,163.91</u>

08/15/2021 10:44 AM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 08/16/2021 - 08/16/2021

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
08/16/2021	COM	84100	58787	ABEL ELECTRONICS	475.00
08/16/2021	COM	84101	60217	AMAZON CAPITAL SERVICES	34.80
08/16/2021	COM	84102	59189	ANN DUNCAN	250.00
08/16/2021	COM	84103	31164	APOLLO FIRE APPARATUS	1,690.62
08/16/2021	COM	84104	53284	APPLIED IMAGING	151.42
08/16/2021	COM	84105	51802	ARROW OFFICE SUPPLY CO.	175.68
08/16/2021	COM	84106	30920	BELLE TIRE	185.95
08/16/2021	COM	84107	51409	BEVERLY HILLS ACE	81.11
08/16/2021	COM	84108	50489	BOB ADAMS TOWING	80.00
08/16/2021	COM	84109	58845	BONNIE REILLY	1,300.00
08/16/2021	COM	84110	60496	BOSE OJEMUDIA	300.00
08/16/2021	COM	84111	60500	BRENDA GETZ	250.00
08/16/2021	COM	84112	60502	CHARISSA DUNCANSON	250.00
08/16/2021	COM	84113	59347	CINTAS CORPORATION #31	22.87
08/16/2021	COM	84114	50392	CITY OF BIRMINGHAM	1,500.00
08/16/2021	COM	84115	59323	CLEANNET	858.00
08/16/2021	COM	84116	51439	COMCAST	101.85
08/16/2021	COM	84117	04500	COMEAU EQUIPMENT CO INC.	28,718.67
08/16/2021	COM	84118	50826	CONSUMERS ENERGY	339.68
08/16/2021	COM	84119	60504	CORINNE SHOOP	250.00
08/16/2021	COM	84120	51385	DTE ENERGY	6,814.99
08/16/2021	COM	84121	60372	EAGLE LANDSCAPING & SUPPLY	66.00
08/16/2021	COM	84122	31228	EXXONMOBIL	4,859.81
08/16/2021	COM	84123	49646	GUNNERS METERS & PARTS INC.	258.00
08/16/2021	COM	84124	60498	HADASSAH	250.00
08/16/2021	COM	84125	08500	HUBBELL ROTH & CLARK INC	30,498.12
08/16/2021	COM	84126	08500	HUBBELL ROTH & CLARK INC	6,629.73
08/16/2021	COM	84127	58950	HYDROCORP	290.00
08/16/2021	COM	84128	39070	J.H. HART URBAN FORESTRY	150.00
08/16/2021	COM	84129	59423	JAMES HEALY	560.00
08/16/2021	COM	84130	60503	JOHN FERGUSON	250.00
08/16/2021	COM	84131	59582	JOHNSON THERMOL-TEMP INC.	2,697.95
08/16/2021	COM	84132	60499	KATHERINE MICHAEL	250.00
08/16/2021	COM	84133	60501	KIMBERLY SMITH	250.00
08/16/2021	COM	84134	60497	KONE CHICAGO	204.00
08/16/2021	COM	84135	60507	KRISTEN REED	250.00
08/16/2021	COM	84136	51792	LEXISNEXIS RISK SOLUTIONS	150.00
08/16/2021	COM	84137	59116	MARGARET A.S. BEKE	82.00
08/16/2021	COM	84138	59703	MATTHEW GOODRICH	112.40
08/16/2021	COM	84139	52030	MICHIGAN GRAPHICS & AWARDS	95.00
08/16/2021	COM	84140	60493	MICHIGAN RURAL WATER ASSOCIATION	860.00
08/16/2021	COM	84141	59330	MIKE SAVOIE CHEVROLET	79.36
08/16/2021	COM	84142	60505	MORRIS WALLINGTON	250.00
08/16/2021	COM	84143	51182	NELSON BROTHERS SEWER &	290.00
08/16/2021	COM	84144	60163	NOOR HAMMOUD	250.00
08/16/2021	COM	84145	51799	NYE UNIFORM EAST	428.00
08/16/2021	COM	84146	51540	O'REILLY AUTO PARTS	151.56
08/16/2021	COM	84147	50830	OAKLAND COUNTY TREASURER'S	224,360.65
08/16/2021	COM	84148	60506	OMAR DESSOUKS	250.00
08/16/2021	COM	84149	59622	PARAGON LABORATORIES	900.00
08/16/2021	COM	84150	59534	REVIZE LLC	1,850.00
08/16/2021	COM	84151	60508	ROBERT GEORGE	250.00
08/16/2021	COM	84152	60495	RYAN BILLS	500.00
08/16/2021	COM	84153	16500	S.O.C.R.R.A.	35,451.00
08/16/2021	COM	84154	16600	S.O.C.W.A.	75,387.82
08/16/2021	COM	84155	59282	SAFEBUILT INC.	30,177.44
08/16/2021	COM	84156	60494	SAFEWAY TRANSPORT, INC	2,375.00
08/16/2021	COM	84157	38145	SOUTHFIELD POSTAL SERVICE	477.88
08/16/2021	COM	84158	17700	SUNSET MAINTENANCE SERVICE	1,200.00
08/16/2021	COM	84159	31043	THOMAS J RYAN PC.	8,000.00
08/16/2021	COM	84160	59540	TOWN SQUARE PUBLICATION	425.00
08/16/2021	COM	84161	38205	VERIZON WIRELESS MESSAGING	266.55
08/16/2021	COM	84162	60509	ZOE KISSINGER	250.00

COM TOTALS:

Total of 63 Checks:	476,163.91
Less 0 Void Checks:	0.00
Total of 63 Disbursements:	476,163.91



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Zoning Board of Appeals Appointment

Date: August 13, 2021

There is a vacancy on the Zoning Board of Appeals for a partial term ending June 30, 2022. Announcements of the vacancy were made at the July 20 and August 3 Village Council meetings.

The Village received 3 applications for the vacancy. We appreciate everyone who submitted an application to serve on the Board.

A subcommittee has been formed consisting of members O’Gorman (chair), Hrydziuszko, and Kecskemeti to review the applications and make a recommendation to Council. The subcommittee will meet with the applicants at 7:00 p.m. on Tuesday, August 17, 2021 in the conference room at the Village Office located at 18500 W. 13 Mile Road, Beverly Hills, MI 48025.

Suggestion resolution:

Be it resolved, the Beverly Hills Village Council appoints _____ to the Zoning Board of Appeals for a partial term ending June 30, 2022.

VILLAGE OF BEVERLY HILLS

TO: HONORABLE PRESIDENT GEORGE, VILLAGE COUNCIL

FROM: CHRIS D. WILSON, VILLAGE MANAGER

SUBJECT: 2021 CONCRETE PATCH PROGRAM

DATE: AUGUST 13, 2021

CC: KEVIN LAWRENCE, PUBLIC SERVICES DIRECTOR

The Village recently conducted a bid for a concrete road repair program for 2021. The 2021 project will include various sections of roads along Carriage Lane, Old Post and Old Stage roads as well as some concrete roads in the Nottingham subdivision.

The low bid of \$372,825.00 was submitted by Cipparrone Contractors of Southfield. The Village has reviewed the submitted bid and checked the references for Cipparrone and are confident in this firm's ability to perform the job. We anticipate beginning construction after Labor Day and to not conflict with other projects in the immediate area.

A bid tabulation sheet has been included for your review. Funds for this project were budgeted for the current Fiscal Year in excess of the bid amount.

RECOMMENDATION -- ...be it resolved that the Village of Beverly Hills award and authorizes the Village Manager to sign the 2021 Concrete Patch Repair Program to Cipparrone Contracting Ind, in the amount of \$372,825.00. Funds for this project are available in Fund 203-451-810.03

Cipparrone Contracting, Inc.
30555 Southfield Rd. Ste 250
Southfield, MI 48076
P (248) 424-3888
F (248) 424-3880

Metropolitan Concrete
6581 Metro Parkway
Sterling Heights, MI 48312
P (586) 264-3370
F (586) 264-3373

Great Lakes Contracting Solutions, LLC
2300 Edinburg
Waterford, MI 48328
P (313) 962-0400
F (313) 962-0400

Koala-T Construction, Inc.
13448 Chateau Cove,
Holly, MI 48442
P (248) 322-2751
F N/A

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
DIVISION I - CHELTON DRIVE									
1 Mobilization, Max 5%	1 LS	\$150.00	\$150.00	\$1,600.00	\$1,600.00	\$390.00	\$390.00	\$466.00	\$466.00
2 Color Audio-Video Route Survey	1 LS	\$20.00	\$20.00	\$650.00	\$650.00	\$740.00	\$740.00	\$500.00	\$500.00
3 Pavt Repr, Rem, Special	55 syd	\$14.00	\$770.00	\$12.15	\$668.25	\$13.75	\$756.25	\$15.12	\$831.60
4 Pavt Repr, Nonreinf Conc, 7 inch, Special	55 syd	\$43.00	\$2,365.00	\$49.00	\$2,695.00	\$49.55	\$2,725.25	\$62.00	\$3,410.00
5 Subgrade Undercutting, Type II, Special (As Needed)	10 cyd	\$20.50	\$205.00	\$29.00	\$290.00	\$21.20	\$212.00	\$45.00	\$450.00
6 1" x 3" Crushed Concrete, Special (As Needed)	15 ton	\$25.00	\$375.00	\$35.00	\$525.00	\$31.00	\$465.00	\$25.00	\$375.00
7 Large Aperture Geogrid (As Needed)	25 syd	\$4.50	\$112.50	\$6.00	\$150.00	\$5.40	\$135.00	\$2.00	\$50.00
8 21AA Aggregate, Special (As Needed)	5 ton	\$24.50	\$122.50	\$50.00	\$250.00	\$24.65	\$123.25	\$23.00	\$115.00
9 Structure Reconstruct	1 ea	\$300.00	\$300.00	\$250.00	\$250.00	\$360.00	\$360.00	\$750.00	\$750.00
10 Site Resoration	1 LS	\$250.00	\$250.00	\$100.00	\$100.00	\$185.00	\$185.00	\$150.00	\$150.00
11 Soil Erosion and Sedimentation Control	1 LS	\$200.00	\$200.00	\$250.00	\$250.00	\$200.00	\$200.00	\$100.00	\$100.00
12 Maintaining Traffic	1 LS	\$100.00	\$100.00	\$100.00	\$100.00	\$650.00	\$650.00	\$500.00	\$500.00
13 Observation Crew Days	days	\$700.00	\$700.00	\$700.00	\$2,100.00	\$700.00	\$1,400.00	\$700.00	\$2,100.00
SUB-TOTAL AMOUNT OF DIVISION I			\$5,670.00		\$9,628.25		\$8,341.75		\$9,797.60
DIVISION II - CARRIAGE LANE									
14 Mobilization, Max 5%	1 LS	\$1,100.00	\$1,100.00	\$1,950.00	\$1,950.00	\$4,200.00	\$4,200.00	\$4,569.00	\$4,569.00
15 Color Audio-Video Route Survey	1 LS	\$315.00	\$315.00	\$650.00	\$650.00	\$740.00	\$740.00	\$500.00	\$500.00
16 Pavt Repr, Rem, Special	960 syd	\$14.00	\$13,440.00	\$10.00	\$9,600.00	\$13.75	\$13,200.00	\$15.12	\$14,515.20
17 Pavt Repr, Nonreinf Conc, 7 inch, Special	960 syd	\$43.00	\$41,280.00	\$47.80	\$45,888.00	\$49.55	\$47,568.00	\$58.50	\$56,160.00
18 Subgrade Undercutting, Type II, Special (As Needed)	135 cyd	\$20.50	\$2,767.50	\$18.00	\$2,430.00	\$21.20	\$2,862.00	\$45.00	\$6,075.00
19 1" x 3" Crushed Concrete, Special (As Needed)	190 ton	\$25.00	\$4,750.00	\$29.00	\$5,510.00	\$31.00	\$5,890.00	\$25.00	\$4,750.00
20 Large Aperture Geogrid (As Needed)	410 syd	\$4.50	\$1,845.00	\$3.50	\$1,435.00	\$5.40	\$2,214.00	\$2.00	\$820.00
21 21AA Aggregate, Special (As Needed)	85 ton	\$24.50	\$2,082.50	\$26.00	\$2,210.00	\$24.65	\$2,095.25	\$23.00	\$1,955.00
22 Site Resoration	1 LS	\$850.00	\$850.00	\$100.00	\$100.00	\$2,064.00	\$2,064.00	\$1,600.00	\$1,600.00
23 Soil Erosion and Sedimentation Control	1 LS	\$200.00	\$200.00	\$100.00	\$100.00	\$1,150.00	\$1,150.00	\$320.00	\$320.00
24 Maintaining Traffic	1 LS	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$1,490.00	\$1,490.00	\$500.00	\$500.00
25 Observation Crew Days	days	\$700.00	\$2,800.00	\$700.00	\$3,500.00	\$700.00	\$6,300.00	\$700.00	\$4,200.00
SUB-TOTAL AMOUNT OF DIVISION II			\$72,430.00		\$73,473.00		\$89,773.25		\$95,964.20
DIVISION III - OLD POST									
26 Mobilization, Max 5%	1 LS	\$1,250.00	\$1,250.00	\$1,950.00	\$1,950.00	\$4,700.00	\$4,700.00	\$5,267.00	\$5,267.00
27 Color Audio-Video Route Survey	1 LS	\$350.00	\$350.00	\$650.00	\$650.00	\$890.00	\$890.00	\$500.00	\$500.00
28 Pavt Repr, Rem, Special	1050 syd	\$14.00	\$14,700.00	\$10.00	\$10,500.00	\$13.75	\$14,437.50	\$15.12	\$15,876.00
29 Pavt Repr, Nonreinf Conc, 7 inch, Special	1050 syd	\$43.00	\$45,150.00	\$47.80	\$50,190.00	\$49.55	\$52,027.50	\$58.50	\$61,425.00
30 Subgrade Undercutting, Type II, Special (As Needed)	150 cyd	\$20.50	\$3,075.00	\$16.00	\$2,400.00	\$21.20	\$3,180.00	\$45.00	\$6,750.00
31 1" x 3" Crushed Concrete, Special (As Needed)	205 ton	\$25.00	\$5,125.00	\$29.00	\$5,945.00	\$31.00	\$6,355.00	\$25.00	\$5,125.00
32 Large Aperture Geogrid (As Needed)	450 syd	\$4.50	\$2,025.00	\$3.50	\$1,575.00	\$5.40	\$2,430.00	\$2.00	\$900.00
33 21AA Aggregate, Special (As Needed)	90 ton	\$24.50	\$2,205.00	\$26.00	\$2,340.00	\$24.65	\$2,218.50	\$23.00	\$2,070.00
34 Structure Reconstruct	6 ea	\$300.00	\$1,800.00	\$100.00	\$600.00	\$360.00	\$2,160.00	\$750.00	\$4,500.00
35 Site Resoration	1 LS	\$850.00	\$850.00	\$100.00	\$100.00	\$2,260.00	\$2,260.00	\$1,750.00	\$1,750.00
36 Soil Erosion and Sedimentation Control	1 LS	\$600.00	\$600.00	\$100.00	\$100.00	\$1,250.00	\$1,250.00	\$350.00	\$350.00
37 Maintaining Traffic	1 LS	\$1,100.00	\$1,100.00	\$100.00	\$100.00	\$1,650.00	\$1,650.00	\$500.00	\$500.00
38 Observation Crew Days	days	\$700.00	\$2,800.00	\$700.00	\$5,600.00	\$700.00	\$7,000.00	\$700.00	\$5,600.00
SUB-TOTAL AMOUNT OF DIVISION III			\$81,030.00		\$82,050.00		\$100,558.50		\$110,613.00
DIVISION IV - OLD COACH									
39 Mobilization, Max 5%	1 LS	\$900.00	\$900.00	\$2,400.00	\$2,400.00	\$3,300.00	\$3,300.00	\$3,591.00	\$3,591.00
40 Color Audio-Video Route Survey	1 LS	\$250.00	\$250.00	\$650.00	\$650.00	\$740.00	\$740.00	\$500.00	\$500.00
41 Pavt Repr, Rem, Special	750 syd	\$14.00	\$10,500.00	\$10.00	\$7,500.00	\$13.75	\$10,312.50	\$15.12	\$11,340.00
42 Pavt Repr, Nonreinf Conc, 7 inch, Special	750 syd	\$43.00	\$32,250.00	\$48.00	\$36,000.00	\$49.55	\$37,162.50	\$58.50	\$43,875.00
43 Subgrade Undercutting, Type II, Special (As Needed)	105 cyd	\$20.50	\$2,152.50	\$16.00	\$1,680.00	\$21.20	\$2,226.00	\$45.00	\$4,725.00
44 1" x 3" Crushed Concrete, Special (As Needed)	150 ton	\$25.00	\$3,750.00	\$29.00	\$4,350.00	\$31.00	\$4,650.00	\$25.00	\$3,750.00
45 Large Aperture Geogrid (As Needed)	320 syd	\$4.50	\$1,440.00	\$3.50	\$1,120.00	\$5.40	\$1,728.00	\$2.00	\$640.00

Cipparrone Contracting, Inc.
30555 Southfield Rd. Ste 250
Southfield, MI 48076
P (248) 424-3888
F (248) 424-3880

Metropolitan Concrete
6581 Metro Parkway
Sterling Heights, MI 48312
P (586) 264-3370
F (586) 264-3373

Great Lakes Contracting Solutions, LLC
2300 Edinburgh
Waterford, MI 48328
P (313) 962-0400
F (313) 962-0400

Koala-T Construction, Inc.
13448 Chateau Cove,
Holly, MI 48442
P (248) 322-2751
F N/A

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
46 21AA Aggregate, Special (As Needed)	65 ton	\$24.50	\$1,592.50	\$26.00	\$1,690.00	\$24.65	\$1,602.25	\$23.00	\$1,495.00
47 Site Resoration	1 LS	\$300.00	\$300.00	\$100.00	\$100.00	\$1,650.00	\$1,650.00	\$1,250.00	\$1,250.00
48 Soil Erosion and Sedimentation Control	1 LS	\$300.00	\$300.00	\$100.00	\$100.00	\$875.00	\$875.00	\$250.00	\$250.00
49 Maintaining Traffic	1 LS	\$800.00	\$800.00	\$100.00	\$100.00	\$1,175.00	\$1,175.00	\$500.00	\$500.00
50 Observation Crew Days	days	\$700.00	\$1,400.00	\$700.00	\$4,900.00	\$700.00	\$4,900.00	\$700.00	\$3,500.00
SUB-TOTAL AMOUNT OF DIVISION IV			\$55,635.00		\$60,590.00		\$70,321.25		\$75,416.00
DIVISION V - RED OAKS									
51 Mobilization, Max 5%	1 LS	\$1,150.00	\$1,150.00	\$2,400.00	\$2,400.00	\$4,700.00	\$4,700.00	\$5,124.00	\$5,124.00
52 Color Audio-Video Route Survey	1 LS	\$360.00	\$360.00	\$650.00	\$650.00	\$740.00	\$740.00	\$500.00	\$500.00
53 Pavt Repr, Rem, Special	1070 syd	\$14.00	\$14,980.00	\$10.00	\$10,700.00	\$13.75	\$14,712.50	\$15.12	\$16,178.40
54 Pavt Repr, Nonreinf Conc, 7 inch, Special	1070 syd	\$43.00	\$46,010.00	\$47.80	\$51,146.00	\$49.55	\$53,018.50	\$58.50	\$62,595.00
55 Subgrade Undercutting, Type II, Special (As Needed)	150 cyd	\$20.50	\$3,075.00	\$16.00	\$2,400.00	\$21.20	\$3,180.00	\$45.00	\$6,750.00
56 1" x 3" Crushed Concrete, Special (As Needed)	210 ton	\$25.00	\$5,250.00	\$29.00	\$6,090.00	\$31.00	\$6,510.00	\$25.00	\$5,250.00
57 Large Aperture Geogrid (As Needed)	450 syd	\$4.50	\$2,025.00	\$3.50	\$1,575.00	\$5.40	\$2,430.00	\$2.00	\$900.00
58 21AA Aggregate, Special (As Needed)	90 ton	\$24.50	\$2,205.00	\$26.00	\$2,340.00	\$24.65	\$2,218.50	\$23.00	\$2,070.00
59 Site Resoration	1 LS	\$850.00	\$850.00	\$100.00	\$100.00	\$2,350.00	\$2,350.00	\$1,783.00	\$1,783.00
60 Soil Erosion and Sedimentation Control	1 LS	\$400.00	\$400.00	\$100.00	\$100.00	\$1,290.00	\$1,290.00	\$356.00	\$356.00
61 Maintaining Traffic	1 LS	\$1,100.00	\$1,100.00	\$100.00	\$100.00	\$1,675.00	\$1,675.00	\$500.00	\$500.00
62 Observation Crew Days	days	\$700.00	\$2,800.00 *	\$700.00	\$5,600.00 *	\$700.00	\$7,000.00	\$700.00	\$5,600.00
SUB-TOTAL AMOUNT OF DIVISION V			\$80,205.00		\$83,201.00 *		\$99,824.50		\$107,606.40
DIVISION VI - CLINE									
63 Mobilization, Max 5%	1 LS	\$1,250.00	\$1,250.00	\$2,400.00	\$2,400.00	\$4,600.00	\$4,600.00	\$5,010.00	\$5,010.00
64 Color Audio-Video Route Survey	1 LS	\$360.00	\$360.00	\$650.00	\$650.00	\$740.00	\$740.00	\$500.00	\$500.00
65 Pavt Repr, Rem, Special	1080 syd	\$14.00	\$15,120.00	\$10.00	\$10,800.00	\$13.75	\$14,850.00	\$15.12	\$16,329.60
66 Pavt Repr, Nonreinf Conc, 7 inch, Special	1080 syd	\$43.00	\$46,440.00	\$47.80	\$51,624.00	\$49.55	\$53,514.00	\$58.50	\$63,180.00
67 Subgrade Undercutting, Type II, Special (As Needed)	130 cyd	\$20.50	\$2,665.00	\$16.00	\$2,080.00	\$21.20	\$2,756.00	\$45.00	\$5,850.00
68 1" x 3" Crushed Concrete, Special (As Needed)	140 ton	\$25.00	\$3,500.00	\$29.00	\$4,060.00	\$31.00	\$4,340.00	\$25.00	\$3,500.00
69 Large Aperture Geogrid (As Needed)	380 syd	\$4.50	\$1,710.00	\$3.50	\$1,330.00	\$5.40	\$2,052.00	\$2.00	\$760.00
70 21AA Aggregate, Special (As Needed)	80 ton	\$24.50	\$1,960.00	\$26.00	\$2,080.00	\$24.65	\$1,972.00	\$23.00	\$1,840.00
71 Site Resoration	1 LS	\$850.00	\$850.00	\$100.00	\$100.00	\$2,350.00	\$2,350.00	\$1,800.00	\$1,800.00
72 Soil Erosion and Sedimentation Control	1 LS	\$200.00	\$200.00	\$100.00	\$100.00	\$1,300.00	\$1,300.00	\$360.00	\$360.00
73 Maintaining Traffic	1 LS	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$1,675.00	\$1,675.00	\$500.00	\$500.00
74 Observation Crew Days	days	\$700.00	\$2,800.00	\$700.00	\$5,600.00 *	\$700.00	\$7,000.00	\$700.00	\$5,600.00
SUB-TOTAL AMOUNT OF DIVISION VI			\$77,855.00		\$80,924.00 *		\$97,149.00		\$105,229.60
TOTAL AMOUNT OF BID			\$372,825.00		\$389,866.25 *		\$465,968.25		\$504,626.80

* Corrected By Engineer

Additional Bidders:

Dominic Gaglio Construction, Inc.	\$504,626.80
JB Contractors Inc.	\$534,770.00
Merlo Construction	\$588,240.00 *
Goretski's Construction Company	\$611,295.00
Audia Concrete Construction, Inc.	\$619,547.50 *
Century Cement Comanpy, Inc.	\$652,535.00

ENGINEER: John Nagle, P.E.
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48302

Memorandum

To: Honorable John George, Village President; Village Council
From: Chris D. Wilson, Village Manager
CC: Tom Ryan, Village Attorney; Kevin Lawrence, Public Services Director
Date: 8/15/2021
Re: Evergreen Farmington Sanitary Drain Chapter 20 Section 471 Agreement

As discussed at our last meeting, the Oakland County Water Resources Commissioner (WRC) has produced a draft agreement that would allow the current Evergreen Farmington Sewage Disposal System (EFSDS) to incorporate as a Chapter 20 Drain that would be called the Evergreen Farmington Sanitary Drain (EFSD). The EFSD would purchase additional sewer capacity for all member communities from the Great Lakes Water Authority and would construct additional capacity along 8 Mile and Evergreen to convey this flow to the GLWA system. The attached contract lays out the anticipated costs of these projects and the projected cost to be shared by all member communities, including the Village.

This contract would commence the final resolution of multiple efforts undertaken in the EFSDS over the last three decades to eliminate sanitary sewer overflows (SSO's) from the district. The EFSDS has operated under a string of Administrative Consent Orders for over thirty (30) years to achieve this goal. One of the measures undertaken over the years includes the Village's participation in the construction of the Acacia Park Retention Basin that sits in the Douglas Evan's Nature Preserve.

Village Administration, along with our consultant engineers and the Village Attorney have spent a significant amount of time reviewing the terms of this agreement and have provided significant feedback to the WRC that aided in the terms set forth in the agreement. We believe this draft agreement correctly recognizes the past efforts of the Village of Beverly in controlling SSO's and to be the most cost effective and efficient means by which the EFSDS can move forward and complete our obligations under the current ACO.

Representatives of WRC will be present at the meeting to present the agreement and answer any questions that Council may have.

Recommendation -- ...Be it resolved that Village Council approves and authorizes the Village Manager to execute on behalf of the Village of Beverly Hills Evergreen Farmington Sanitary Drain Drainage District Chapter 20 Section 471 Agreement.



July 8, 2021

To: The Officials and Representatives of the 15 Municipalities Served
by the Evergreen-Farmington Sanitary Drain

Re: Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement

The Evergreen-Farmington Sanitary Drain is under an Administrative Consent Order, issued by the Michigan Department of the Environment, Great Lakes, and Energy (EGLE). The Evergreen-Farmington Sanitary Drain serves 15 Oakland County municipalities. On behalf of these communities, as the Oakland County Water Resources Commissioner, I submitted a Corrective Action Plan to EGLE on April 1, 2020. The Administrative Consent Order requires execution of this plan by November 1, 2022. The plan includes purchasing additional outlet capacity from the Great Lakes Water Authority (GLWA) and the construction of projects along 8 Mile and Evergreen Roads. This allows peak wet weather flow from the apportioned communities to reach the outlet that discharges to GLWA.

In order to facilitate the Corrective Action Plan projects, two communities petitioned the County to form the Evergreen-Farmington Sanitary Drain under Chapter 20 of the drain code. As part of the transition to a drain a new service agreement between the customer communities and the Evergreen-Farmington Sanitary Drain, often called a 471 Agreement named after section 471 of the Drain code, is needed. The Evergreen-Farmington Sanitary Drain 471 agreement:

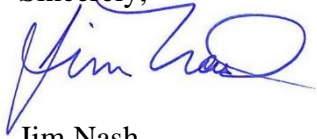
- Provides the system authority for establishing regional operations
- Replaces the 1989 intermunicipal agreement, effectively extending the contract beyond the bond period (the current agreement expires in 2029)
- Requires approval of all communities served by the Evergreen-Farmington Sanitary Drain
- Establishes new community capacities
- Includes apportionment assessments
- Includes the preliminary improvement plan and cost estimates
- Describes rate methodology approach (current methodology is not anticipated to change)

My office has worked on the agreement with the Evergreen-Farmington Sanitary Drain communities over the past several months. The last outreach meeting was held on June 28, 2021. No additional customer comments were received. Therefore, the provided agreement is amenable to all parties. Approval of the 471 Agreement moves the Evergreen-Farmington Sanitary Drain one step closer to the goal of getting out of the Administrative Consent Order by reducing the frequency and volume of sanitary sewer overflows. The Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement will be on the drain board meeting agenda for approval on July 27, 2021.

In order to maintain the Corrective Action Plan project schedule, I am seeking your approval and signature on the attached Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement by August 20, 2021. If you have questions or need support to obtain approval, my team and I are here to assist you. We welcome the opportunity to attend a board or council meeting to discuss. If you need assistance in seeking approval, please contact Carrie Ricker Cox, P.E., at coxc@oakgov.com or 248-470-1314.

Thank you for helping us move this project forward and partnering with my office to work towards eliminating both the Evergreen-Farmington Sanitary Drain and customer community Administrative Consent Orders to reduce the frequency and volume of sanitary sewer overflows.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Nash", with a stylized flourish at the end.

Jim Nash

EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
CHAPTER 20 SECTION 471 AGREEMENT

This Agreement, dated the ____ day of _____, 2021, by and among the Drainage Board for the Evergreen Farmington Sanitary Drain Drainage District (the “Drainage Board”), the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield (each, a “Public Corporation” and collectively, the “Public Corporations”). The Drainage Board and the Public Corporations are sometimes referred to each as a “Party” and collectively as the “Parties.”

WHEREAS, by Resolution No. 7674, adopted September 2, 1976, and pursuant to the provisions of Act No. 342 of the Public Acts of Michigan of 1939, as amended (“Act 342”), the County of Oakland (the “County”) established the Evergreen-Farmington Sewage Disposal System (the “EFSDS” or the “System”) and designated and appointed the Oakland County Drain Commissioner, now the Oakland County Water Resources Commissioner, as the “county agency” for the System pursuant to Act 342 (the “County Agency”), with all the powers and duties with respect to the acquisition, construction and financing of facilities for the System as are provided by law especially Act 342; and

WHEREAS, Section 3 of Act 342 authorizes the County Agency to make and execute proposed alterations, changes, and extensions of the improvements, facilities, or services authorized herein; to locate, acquire, purchase, construct, alter, repair, maintain, and operate the improvements, facilities, and services authorized herein and enter into and execute contracts therefor; and

WHEREAS, the County Agency and the Public Corporations serviced by the EFSDS entered into the Evergreen and Farmington Sewage Disposal Systems Intermunicipal Contract Concerning Wastewater Treatment and Pollution Control Projects, dated September 30, 1989 (the “342 Agreement”); and

WHEREAS, certain of the Public Corporations petitioned for the location, establishment and construction of an intra-county drain project consisting of the sewage disposal system previously known as the EFSDS and all improvements necessary or prudent to bring the EFSDS into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019 (the “ACO”); and

WHEREAS, the Drainage Board named said drain project the Evergreen-Farmington Sanitary Drain (the “Drain”, and the improvements to be undertaken to comply with the ACO also referred to herein as the “Project”) and named the drainage district composed of the Public Corporations the Evergreen-Farmington Sanitary Drain Drainage District (the “Drainage District”) composed of the Public Corporations to be assessed for the Drain, pursuant to Chapter 20 of the Michigan Drain Code, Act No. 40 of the Public Acts of Michigan of 1956, as amended (the “Drain Code”) and issued its Final Order of Determination as executed by the Chairperson of the Drainage Board on November 17, 2020 (the “Final Order of Determination”); and

WHEREAS, as provided in the petitions, the issuance of bonds to finance the Project is contingent upon the Public Corporations and the Drainage District entering into an agreement as provided by law setting forth the services and operations of the Drainage District and to provide for methods of addressing and apportioning future improvements to the Drainage District; and

WHEREAS, Section 471 of the Drain Code authorizes the Drainage Board to contract with any public corporation including any agency thereof, including the Public Corporations and the County Agency; and

WHEREAS, the Drainage Board and the Public Corporations acknowledge that the underlying purpose of this Agreement, entered into pursuant to the authority provided in Section 471 of the Drain Code, is to fully satisfy the terms of the petitions and allow for the issuance of bonds to finance the Project; supersede and replace the Act 342 Agreement; provide for the operations, maintenance, and administration of the Project and the Drainage District by the Drainage Board; acknowledge responsibilities with respect to outstanding debt obligations issued to finance EFSDS improvements; and promote communication by and among the Drainage Board and the Public Corporations; and

WHEREAS, it is understood and agreed that the entire cost of the Project and the entire cost for the operations, maintenance, and administration of the Drainage District is to be assessed against the Public Corporations pursuant to Chapter 20 of the Drain Code.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS.

AGREEMENT

1. **Evergreen-Farmington Sanitary Drain Drainage District.** The Parties acknowledge the legal establishment of the Drain and the Drainage District pursuant to the Final Order of Determination and in accordance with applicable law including, but not limited to Chapter 20 of the Drain Code. The Parties acknowledge that the Project is to provide improvements necessary or prudent to bring the EFSDS, now the Drainage District, into compliance with the ACO.

2. **Town Outlet Capacity.** The Parties acknowledge that each Public Corporation's respective ability to discharge to the Drain is limited to that provided in the Town Outlet Capacities attached as **Exhibit 1 (Town Outlet Capacities)**. The Town Outlet Capacities provided herein will not be available until after the full completion of the project described in this Agreement. After a Public Corporation reaches its Town Outlet Capacity, that Public Corporation shall have the right to contract for any additional needed capacity outside of the Drain, but it shall retain its obligation to deliver its Town Outlet Capacity to the Drain. The Drainage District agrees that each Public Corporation shall retain the right to deliver wastewater in the amount as set forth for its respective Town Outlet Capacity, to the Drain subject to the terms and conditions of this Agreement, including any extension thereof, so long as each Public Corporation shall continue to pay the amount specified herein for its respective assessment of the cost of the Project, the operation, maintenance and improvement, and administration of the Drainage District, and any additional facilities of the Drainage District as provided herein. No Public Corporation shall have the right unilaterally to terminate or reduce such payments, but if any such Public Corporation

shall breach such obligation, the Drainage District shall be authorized to terminate or reduce such delivery rights or to transfer such delivery rights to other public corporations, whether a party hereto or not. The discharge of wastewater into the Drain from any Public Corporation whether a Party or not, shall not exceed the Town Outlet Capacity of such public corporation. Responsibility and authority will be vested with the Drainage District to oversee and regulate the discharge of wastewater from each Public Corporation and take appropriate actions to protect the rights of the Drainage District to promote each Public Corporations to discharge up to but not in excess of its respective Town Outlet Capacity. The Drainage District acknowledges that exceedances may occur from time to time. If a Public Corporation exceeds their respective Town Outlet Capacity, all Public Corporations tributary to that location will meet with the Drainage District to discuss the reasons for non-compliance. Public Corporations found by the Drainage District to be in exceedance of their respective Town Outlet Capacity can be required by the Drainage District to develop and implement a written corrective action plan acceptable to the Drainage District within 90 days of the Drainage District's finding or as otherwise agreed. A written corrective action plan shall be consistent with the Evergreen-Farmington Sanitary Drain Cohesive Operating Protocol or successor protocol, plan, or document. In the event it becomes necessary or prudent to install meters to monitor the flow of wastewater into the Drain, the costs for installation and operation of such meters shall be borne by all Public Corporations as a general system cost and shall be assessed or otherwise be obligated to be paid in accordance with Chapter 20 of the Drain Code.

3. **EFSDS Transfer And Legal Title.** The Parties acknowledge that the EFSDS is hereby transferred to and established as the Drain in accordance with law and the ACO notice provisions. The Drainage Board shall be responsible for the operations, maintenance, and administration of the Drainage District in accordance with Chapter 20 of the Drain Code.

4. **EFSDS Outstanding Debt Obligations.** The Parties acknowledge that there are outstanding debt obligations issued by the County for improvements to the EFSDS, attached as **Exhibit 2 (Index of Outstanding EFSDS Bonds)**. The Parties hereby covenant and agree that, so long as any such bonds or other debt obligations remain outstanding and unpaid, the provisions of this Agreement shall not impair the security for the bonds or other obligations or the prompt payment of principal or interest thereon. The Public Corporations, the Drainage Board, and the County Agency further covenant and agree that they will comply with their respective duties and obligations under the terms of this Agreement promptly, and will not suffer to be done any act which would in any way impair bonds or other debt obligations, the security therefor, or the prompt payment of interest thereon. The Parties acknowledge that such outstanding debt obligations will continue to be serviced in the manner that they are currently being serviced, and that the County Agency shall continue to pay the County of Oakland the amounts necessary to meet all such bond payments, debt service, and obligations until and unless otherwise agreed between the Drainage District and the County. The Parties further acknowledge that with respect to any debt issued pursuant to Act 342, the Oakland County Water Resources Commissioner will continue in the capacity as County Agency, as designated and appointed by the County for the EFSDS for carrying out the purposes of and exercising the powers and duties vested in any contract entered into by and among the County and any of the Public Corporations pursuant to Act 342 (any such contract referred to herein as an "Act 342 Contract"). Any Party that is party to an Act 342 Contract ratifies and confirms its obligations under any such Act 342 Contract and agrees to continue to carry out its obligations under such Act 342 Contract, including the payment of amounts required to be paid by any Public Corporation to the County Agency for the payment of debt service and any County

Agency administrative expenses, as provided in the Act 342 Contract. To the extent there is any inconsistency between an Act 342 Contract and this Agreement, the terms of the Act 342 Contract will prevail.

5. **Drainage District Operations.** The Drainage District shall operate in accordance with accepted public utility operational procedures. The Drainage District shall not be liable to any Public Corporation, or any individual user therein, for any interruption in service. The Public Corporations agree to comply with their respective administrative consent orders. A list of the Public Corporation's Administrative Consent Orders is provided in **Exhibit 3 (Public Corporation Administrative Consent Orders)**.

6. **Public Corporation Consent To Location of Drainage District.** The Public Corporations, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Drain and of other extension, improvement or enlargement thereof, within their corporate boundaries and to the use by the Drainage District of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Drain and any improvement, enlargement or extension thereof. The Public Corporations further agree that in order to evidence and effectuate the foregoing agreement and consent, they will execute and deliver to the Drainage District such grants of easement, right-of-way, permit or consent as may be requested by the Drainage District. Each Public Corporation agrees to transmit to the Drainage District wastewater collected within its respective boundary or otherwise provided by contract up to its Town Outlet Capacity, at reception points designated by the Drainage District, and the Drainage District agrees that the Drainage District shall accept and dispose of such wastewater for treatment.

7. **Public Corporation Wastewater.** Each Public Corporation shall be responsible at its own expense to properly operate and maintain its respective sewer system to collect and deliver wastewater flow to the Drain. The Drainage District shall have no responsibility for the Public Corporations' sewer systems. The Public Corporations shall be responsible for the character of their respective wastewater flows and shall comply with standards, rules, and regulations controlling the transportation and discharge of wastewater to the Drain. Each Public Corporation by the adoption of appropriate ordinances or rules or regulations shall enforce all legal requirements and Drainage District requirements including those relating to industrial pretreatment. Each Public Corporation shall not deliver wastewater to the Drain in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements.

8. **Service Area.** The service area of the Drain is depicted in **Exhibit 4 (Service Area Map)** which service area consists of the EFSDS interceptor system as configured as of the date of establishment of the Drain and Drainage District by execution of the Final Order of Determination, and includes areas served pursuant to existing service agreements of certain Public Corporations with other municipalities outside of the Drainage District as listed in **Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities)**. The Parties understand that the Drainage District is currently subject to the contract between the EFSDS (and as anticipated to be transferred and assigned to the Drainage District) and the Detroit Water And Sewerage Department (as has been assigned to the Great Lakes Water Authority). The Parties also understand that the Drainage District is currently negotiating a new contract with the Great Lakes

Water Authority. No Public Corporation that is a party to this contract shall divert flow that is presently tributary to the Drain to another sewage treatment plant or facility or construct or permit the construction of any new sewage treatment plant or facility within the Drainage District without the approval of the Drainage Board.

9. **Assessments of Public Corporations For the Payment Of Project Costs.** The Parties acknowledge and approve the Project and the preliminary plans and cost estimates for the Project attached as **Exhibit 6 (Project Preliminary Plans And Cost Estimates)**. The Project is limited to those improvements described in the petitions of the Charter Township of West Bloomfield dated July 13, 2020 and the City of Southfield dated July 20, 2020 and the Final Order of Determination of the Drainage Board dated November 17, 2020. The Public Corporations acknowledge and agree to pay the Drainage District for all Project costs, including the acquisition, construction, and financing of the Project in accordance with the approved Final Order of Apportionment, executed by the Chairperson of the Drainage Board on June 22, 2021, establishing the assessment percentages as described in **Exhibit 7 (Final Order of Apportionment Assessment Percentages)**. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition and construction of the Project, the approval of the work and materials therefor, and construction supervision, shall be under the exclusive control of the Drainage Board. The Drainage Board shall maintain appropriate insurance coverage for the Project. The insurance premiums for policies secured by the Drainage Board for the Project shall become a Project cost. In the event the amount of any judgment, arbitration award or settlement, including litigation costs, are payable by the Drainage Board, such amount shall be a Project cost. It is specifically recognized by all Public Corporations that the Drainage Board may issue bonds on behalf of the Drainage District in anticipation of the collection of assessments or other payments required to be made by the Public Corporations under the provisions of Chapter 20 of the Drain Code and as described in this Agreement, and the Public Corporations covenant and agree that they will make all required payments to the Drainage Board promptly and at the times specified herein.

10. **Assessments and Charges to Public Corporations For The Payment Of Drainage District Operations, Maintenance, and Administration Costs.** The Public Corporations shall pay the Drainage Board for the operation, maintenance, and administration of the Drain and related wastewater services at such amounts as the Drainage Board may establish from time to time based on the aggregate quantity of wastewater on a multi-year rolling average method entering the Drain attributable from the Public Corporations or any other method as determined by the Drainage Board, based on the benefits that accrue to each Public Corporation and the extent to which each Public Corporation contributes to the conditions that make the Drainage District necessary. At least annually, representatives of the Drainage Board shall offer to meet with the Public Corporations and discuss the method of assessment of operation, maintenance, and administration of the Drain. The Parties acknowledge that amounts charged by the Drainage Board to each Public Corporation will include all applicable costs and expenses associated with financing, administration, operation and maintenance, sewage disposal charges or other applicable expenses as determined by the Drainage Board, and will include an allocable share of debt service owed on outstanding bonds and other obligations issued by the County for improvements to the EFSDS. In the event that the Drainage District is billed directly by the Great Lakes Water Authority for charges associated with high strength and industrial wastewater flows, such charges may be invoiced directly to the responsible Public Corporation(s) as determined by

the Drainage Board. Each of the Public Corporations reserves the right to establish the manner in which it assesses and charge properties within the Public Corporation benefiting especially from the Drain or otherwise provide for the amounts needed to pay for the Drainage District assessments, in accordance with the Drain Code and other applicable law. Operation, maintenance, and administrative expenses shall include, but not be limited to, such amounts as in the judgment of the Drainage Board to pay for any losses or legal expenses arising from the operation, maintenance and improvement, and administration of the Drain and the repair and replacement of the Drainage District's administrative facilities, equipment, accessories, or appurtenances as may be reasonably necessary or prudent. If the character of wastewater transmitted from any Public Corporation is in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements, the Drainage Board may apply an additional assessment to the respective Public Corporation and, if necessary or prudent, the Drainage Board shall have the right for the protection of the Drainage System and the public health or safety, to deny discharge of wastewater to the Drainage District.

11. **Administration, Auditing, Financial Services, and Other Overhead Expenses.**

The Drainage Board is authorized, but not required, to use the Oakland County Water Resources Commissioner, the County of Oakland, or third party personnel, equipment, or services for the operations, maintenance, or administration of the Drain. The Public Corporations agree that the costs of contract, administration, auditing, financial services, and other overhead expenses are part of the Drain costs whether provided by County personnel or third parties. This includes allocable share of reasonable personnel cost, salary, and fringe benefits as determined by the Drainage Board.

12. **Billing.** The assessments and charges as herein provided shall be billed on either a monthly or quarterly basis by the Drainage Board to the Public Corporations. It is understood and agreed, that the payment of charges for services as provided herein for each Public Corporation shall be the general obligation of such Public Corporation, and the Drainage Board shall have the right to utilize any method permitted by law for the collection of such charges due to the Drainage Board under this contract.

13. **Nonassignment.** A Public Corporation shall not assign any claim, right, or privilege it may have under this Agreement or under law from or against the Drainage District to any other Public Corporation, person, or entity whatsoever without the prior written approval of the Drainage Board.

14. **Drainage District Rules And Regulations.** The Drainage Board may establish general rules and regulations for the Drainage District consistent with applicable law, rules, and regulations controlling the quantity and quality of the discharge of the users to the Drain. Nothing herein shall prohibit the Drainage Board from establishing rules and regulations more stringent than those required by applicable law, rules, and regulations, if, in the judgment of the Drainage Board stricter rules and regulations are necessary or prudent to protect the integrity of the Drainage District. Further, each Public Corporation agrees to enforce such rules and regulations as the Drainage Board adopts from time to time.

15. **No Territorial Change of Public Corporation.** No change in the jurisdiction over territory in any Public Corporation shall in any manner impair the obligations of this Agreement, supplement or amendment. In the event all or any part of the territory of a Public Corporation is incorporated as a new city or is annexed to or becomes a part of the territory of another Public Corporation or another public corporation, the Public Corporation or public corporation into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and rights in the Drainage District of the Public Corporation from which territory is taken and such a Public Corporation shall become a Public Corporation in this Agreement, based upon a division determined by the Drainage Board in its sole discretion.

16. **Term.** This Agreement shall remain in full force and effect for an initial term of thirty (30) years from the Effective Date as provided in Section 26, and shall be automatically extended for an addition ten (10) year term beyond the initial term and thereafter automatically extended for ten (10) year intervals unless terminated by the Parties as provided herein; provided that, in no event shall this Agreement be terminated if any bonds, notes or other debt of the Drainage District remain outstanding. It is understood that this Agreement shall automatically and without further action of the Parties, be extended to such date beyond the initial term and any extension thereto to coincide with the date on which all of the principal of and interest on any such bonds, notes or other debt have been fully paid. Expiration or termination of this Agreement shall not impact in any way the Parties rights, duties and obligations and the Drainage Board's rights and obligations to the continued operation, maintenance and improvement, and administration of the Drain under Chapter 20 of the Drain Code.

17. **Termination.** Following the initial term or the full payment of the principal of, and interest on, any and all bonds, notes or other debt of the Drainage District, whichever is later, this Agreement may be terminated by any Party upon a minimum of 365 calendar days written notice to each of the other Parties to this Agreement. The written notice shall state the effective date of the termination.

18. **Governing Law.** This Agreement is made and entered into in the state of Michigan and shall be interpreted, enforced, and governed under the laws of the state of Michigan. The language of this Agreement is intended to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

19. **Lawsuits or Claims.** The Parties agree that the costs and expenses of any lawsuits, disputes, or claims of any kind arising directly or indirectly out of this Agreement to the extent such costs and expenses are chargeable against the Drainage District shall be deemed to constitute part of the cost of the Drain and shall be paid by the Public Corporations in the same manner as other costs of the Drain.

20. **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

21. **Government Function.** 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 Parties. The obligations in this Agreement are in the exercise or discharge of a governmental function.

22. **Notices.** Notice of a legal nature shall be sent by certified first class mail, return receipt requested or by personal delivery as follows:

Drainage District:

Oakland County Water Resources Commissioner
One Public Works Drive, Building 95-West
Waterford, Michigan 48328

Public Corporation:

Authorized representative for such Public Corporation

All Notices shall be considered delivered to a Party on the date of receipt as represented by the return receipt or by proof of personal service. Any Notice given must be signed by an authorized representative.

23. **Entire Agreement, Amendment, Counterparts, and Enforceability.** This Agreement sets forth the entire understanding of the Parties concerning its subject matter and specifically supersedes and replaces the Act 342 Agreement. The terms and conditions are contractual and not mere recital. This Agreement may be amended by a writing executed by all Parties with persons with legal authority to bind the respective Party. This Agreement may be executed in several counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument. The recital and whereas provisions of this Agreement are considered an integral part of this Agreement. If any provision of this Agreement is judicially determined to be invalid or unenforceable, the remainder of this Agreement (other than those found to be invalid or unenforceable) is not affected and is enforceable, provided that the invalid or unenforceable provision does not substantially alter the Agreement or make execution impractical.

24. **Public Purpose.** The Drainage Board and the Public Corporations enter this Agreement to serve the public health and welfare of the people of the state of Michigan, especially in the Drainage District.

25. **Successor and Assigns.** This Agreement is binding on, and for the benefit of, the Parties and their respective their successors and assigns, subject to the provisions of this Agreement precluding assignment.

26. **Existing Rights.** Nothing in this Agreement shall impact the existing rights or obligations of any Party.

27. **Effective Date.** This Agreement shall become effective as of the date first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date and year first above written.

**EVERGREEN-FARMINGTON SANITARY
DRAIN DRAINAGE DISTRICT**

By:_____

Its:_____

COUNTY OF OAKLAND

By:_____

Its: County Agency, pursuant to Act No. 342 of the
Public Acts of Michigan, 1939, as amended

CITY OF AUBURN HILLS

By:_____

Its:_____

And:_____

Its:_____

VILLAGE OF BEVERLY HILLS

By:_____

Its:_____

And:_____

Its:_____

VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

And: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

And: _____

Its: _____

TOWNSHIP OF BLOOMFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF BLOOMFIELD HILLS

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON

By:_____

Its:_____

And:_____

Its:_____

CITY OF FARMINGTON HILLS

By:_____

Its:_____

And:_____

Its:_____

VILLAGE OF FRANKLIN

By:_____

Its:_____

And:_____

Its:_____

CITY OF KEEGO HARBOR

By: _____

Its: _____

And: _____

Its: _____

CITY OF LATHRUP VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF ORCHARD LAKE VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF SOUTHFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF TROY

By:_____

Its:_____

And:_____

Its:_____

**CHARTER TOWNSHIP OF WEST
BLOOMFIELD**

By:_____

Its:_____

And:_____

Its:_____

INDEX OF EXHIBITS

1. Exhibit 1 (Town Outlet Capacities). Para 2.
2. Exhibit 2 (Index of Outstanding EFSDS Bonds). Para 4.
3. Exhibit 3 (Public Corporation Administrative Consent Orders). Para 5
4. Exhibit 4 (Service Area Map). Para 8.
5. Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities). Para 8.
6. Exhibit 6 (Project Preliminary Plans And Cost Estimates). Para 9.
7. Exhibit 7 (Final Order of Apportionment Assessment Percentages). Para 9.

EXHIBIT 1

TOWN OUTLET CAPACITIES

Exhibit 1
Evergreen-Farmington Sanitary Drain
Town Outlet Capacities

Meter	Most Downstream Public Corporation	Town Outlet Capacity* (cfs)	Tributary Public Corporations																		
			AHC	BFV	BHC	BHV	BIC	BLT	FAC	FHC	FRV	KHC	LVC	OLC	SOC	TRC	WBT	AP	BV	Birm	EFSD
3460	AHC	2.72	✓					✓													✓
3707	BFV	2.63		✓							✓										✓
3390	BHC	15.19	✓		✓			✓													✓
3510	BHC	0.29			✓																✓
3240	BHV	54.08	✓	✓	✓	✓	✓	✓						✓		✓	✓	✓	✓	✓	✓
3230	BHV	2.26																			✓
3340	BLI	6.67		✓		✓		✓		✓						✓					✓
3320	BLT	26.34	✓		✓		✓	✓							✓					✓	✓
3500	BLT	11.48			✓			✓							✓						✓
3530	BLT	0.17						✓													✓
3450	BLT	0.18						✓													✓
3440	BLT	4.19	✓		✓			✓													✓
3430	BLT	2.30			✓			✓													✓
3420	BLT	1.91						✓													✓
3640	BLT	2.89			✓			✓								✓					✓
3630	BLT	0.91			✓			✓													✓
3610	BLT	0.33			✓			✓													✓
3470	BLT	0.49						✓													✓
4840	BLT	6.88						✓								✓					✓
4810	BLT	8.67						✓								✓					✓
4920	FAC	7.30							✓	✓											✓
4930	FHC	2.23								✓											✓
4940	FHC	4.09								✓											✓
4000	FHC	76.16						✓	✓	✓		✓		✓		✓					✓
3910	FHC	8.07						✓		✓		✓		✓		✓					✓
4050	FHC	32.00						✓		✓		✓		✓							✓
4500	FHC	23.97								✓						✓					✓
3753	FRV	0.51									✓										✓
3763	FRV	0.15									✓										✓
4130	KHC	3.48										✓		✓		✓					✓
3100	LVC	2.66											✓								✓
3130	LVC	6.05											✓								✓
4110	OLC	0.49												✓		✓					✓
4121	OLC	4.93												✓							✓
4125	OLC	0.51												✓							✓
3003	SOC	195.51	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3260	SOC	2.34												✓							✓
3700	SOC	18.26		✓							✓			✓							✓
3800	SOC	9.88						✓		✓		✓		✓		✓					✓
3900	SOC	9.69						✓		✓		✓		✓		✓					✓
3520	TRC	7.86						✓								✓					✓
3540	TRC	1.02						✓								✓					✓
4541	WBT	3.07								✓							✓				✓
4560	WBT	2.08															✓				✓
4580	WBT	2.82															✓				✓
4600	WBT	4.33															✓				✓
4140	WBT	1.55															✓				✓
4100	WBT	13.19										✓		✓			✓				✓
4801	WBT	2.98						✓									✓				✓
4820	WBT	0.74						✓									✓				✓
4850	WBT	2.96															✓				✓
4860	WBT	1.00															✓				✓
4870	WBT	0.82						✓									✓				✓
4804+4806	WBT	12.63						✓		✓							✓				✓

Each Public Corporation's Town Outlet Capacity is limited to the particular flow from the respective meter, irrespective of whether the flow rates listed were derived from flow generated from multiple Public Corporations including tributary portion(s) of each Public Corporation. Corrective action by a Public Corporation may be required by the Drainage District because of flow generated from a tributary Public Corporation contributing to a flow rate that is greater than a Town Outlet Capacity.

* As measured on a rolling hourly average as defined as the average of uniform time step data across any 60 minute period where each 60 minute average shifts one time step.

EXHIBIT 2

INDEX OF OUTSTANDING EFSDS BONDS

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen-Farmington Sewage Disposal System 8 Mile Road Pumping Station Bonds, Series 2012	\$2,415,000	4/10/2012	10/1/2013-2032
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds, Series 2014	\$36,855,000	9/17/2014	10/1/2017-2036
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2015	\$3,700,000	10/13/2015	10/1/2016-2027, 2029, 2031, 2033, 2035
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2017	\$4,805,000	5/31/2017	3/1/2018-2037
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds. Series 2017	\$995,000	9/28/2017	Mandatory redemption 9/1/2018-2027
Evergreen-Farmington Sewage Disposal System Refunding Bonds. Series 2018	\$3,065,000	2/28/2018	4/1/2019-2031

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2018A	\$8,300,000	9/20/2018	4/1/2019-2033
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2020A	\$3,910,000	3/26/2020	7/1/21-2029

EXHIBIT 3

PUBLIC CORPORATION ADMINISTRATIVE CONSENT ORDERS

Community	ACO #
Beverly Hills	AFO-SW-09-002
Bloomfield Hills	AFO-SW-09-004
Bloomfield Township	AFO-SW-09-003
Farmington	ACO-SW-05-005
Farmington Hills	ACO-SW-05-006
Lathrup Village	AFO-SW-09-007
Troy	AFO-SW-09-006
West Bloomfield Township	AFO-SW-09-005

EXHIBIT 4

SERVICE AREA MAP

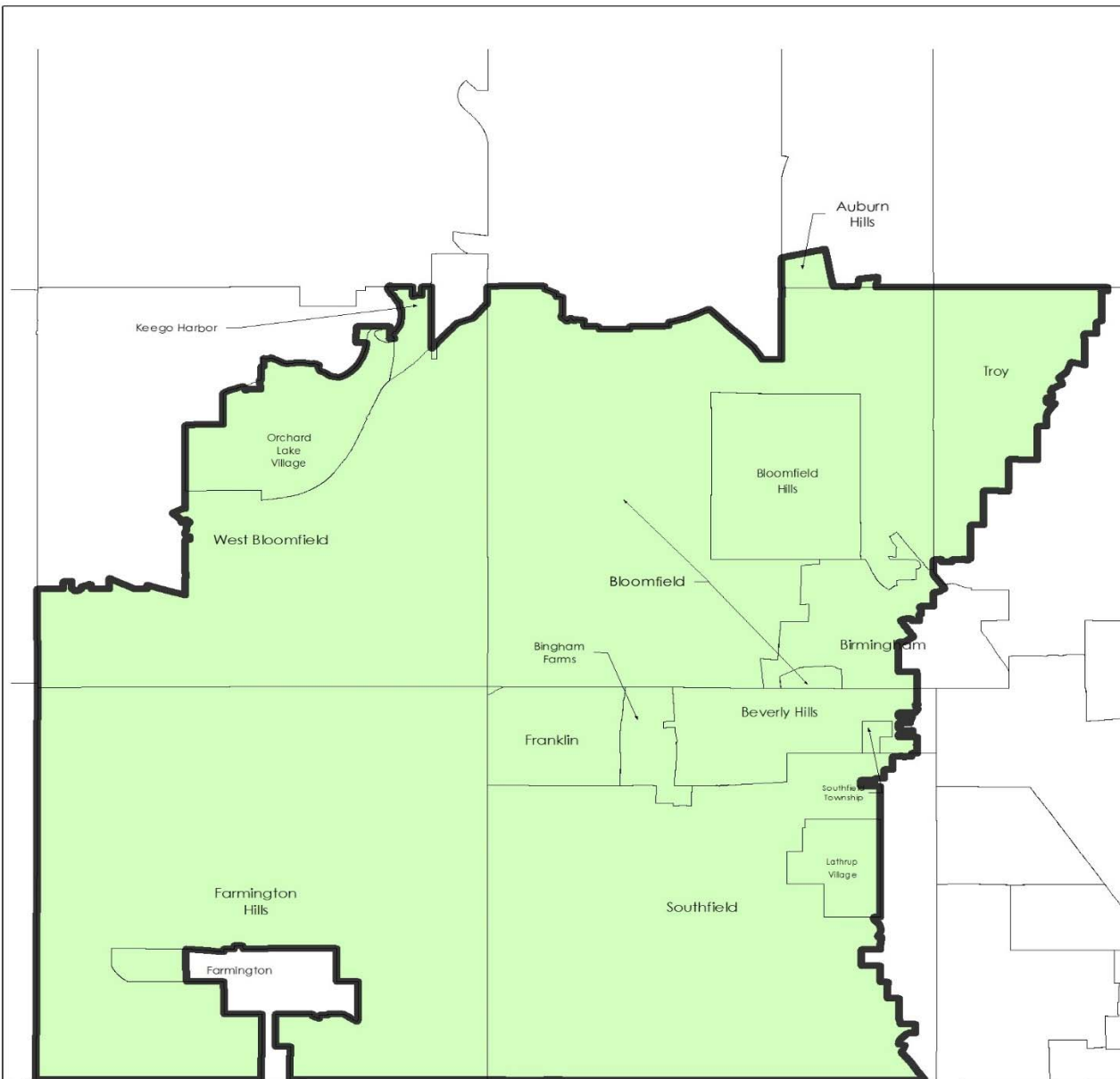


EXHIBIT B EVERGREEN-FARMINGTON AREA TO BE SERVED

Legend

- Municipal District
- Evergreen Farmington Sanitary Drain

Disclaimer: The information provided in this system has been compiled from recorded deeds, plats, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.

N
↑
Not To Scale

WRC
WATER RESOURCES COMMISSIONER
Jim Nash

Revised: June, 2022
City of Farmington and City of Troy, Michigan
City of Farmington and City of Troy, Michigan
City of Farmington and City of Troy, Michigan

EXHIBIT 5

**INDEX OF PUBLIC CORPORATION AGREEMENTS TO ACCEPT
WASTEWATER FROM OTHER MUNICIPALITIES**

1. That certain Letter Agreement between the Township of West Bloomfield and the City of Sylvan Lake dated circa December 24, 1963 and countersigned on January 8, 1964 respecting the Sylvan Manor Arm.

EXHIBIT 6

PROJECT PRELIMINARY PLANS AND COST ESTIMATES

Overall Project Preliminary Plans and Cost Estimates

Total Estimated Project Cost: \$72,700,000

The Total Estimated Project Cost is \$72,700,000.00. This includes the 4 component projects described below including the following: (1) Great lakes Water Authority (“GLWA”) Capacity Purchase Project; (2) 8 Mile Road Outlet Conveyance Project; (3) Evergreen Road Conveyance, Walnut Lake Pump Station #1 Project; and (4) Lathrup Village Sanitary Retention Tank Improvements. The preliminary plans including the basis of design and other projects documents are on file with the Water Resources Commissioner’s office and have been the subject of monthly meetings of the Corrective Action Plan Steering Committee of the EFSD since 2019 and presented and discussed at the public meetings of the EFSD.

Project Name: GLWA Capacity Purchase

Owner: Evergreen-Farmington Sanitary Drain

Location: Various

Engineer of Record: Applied Science, Inc.,

Estimated Purchase Capacity: \$33,000,000

Total Estimated Project Cost: \$34,130,000

Tentative Purchase Date: December 2021-January 2022

The existing contractual outlet capacity pursuant to the August 29, 1984 Detroit-Oakland Agreement for the Use of Certain Detroit Sewers for the Evergreen – Farmington District is a maximum rate of discharge of 170 cubic feet per second (cfs). The contractual agreement includes provision for increasing the maximum rate of discharge as may be agreed to by the parties. A proposed increase in the EFSD maximum rate of discharge of 57 cfs, for a revised total contractual capacity of 227 cfs is tentatively agreed to among parties. In order to accept this additional flow, GLWA must remove offsetting flow from the system. Two projects are requested for GLWA to meet these EGLE requirements, the DWSD West Warren Sewer Separation Project and the GLWA West Warren Outfall project. The purchase capacity cost is guided by but not tied directly to the anticipated project costs from these two projects. The engineer for the GLWA Purchase Capacity is Applied Science, Inc. The anticipated negotiated purchase capacity is \$33,000,000. The cost for the corrective action plan and coordination with EGLE, GLWA and DWSD is anticipated to be \$1,250,000. Evergreen-Farmington Sanitary Drain anticipates purchasing the capacity in the last part of 2021 or early 2022.

Project Name: 8 Mile Road Outlet Conveyance

Owner: Evergreen Farmington Sanitary Drain

Location: 8 Mile Pump Station and along 8 Mile Road in Southfield, Michigan

Engineer of Record: Fishbeck

Engineer’s Estimate of Construction Cost: \$18,610,000

Total Estimated Project Cost: \$32,060,000

Tentative Bid Date: Spring of 2022

The project to allow more flow to be conveyed involves modifications to the 8 Mile Pump Station and existing discharge piping by slip lining approximately 3,800 feet of the downstream 60-inch I.D. South Evergreen Interceptor to a 54-inch diameter sewer. In addition, modifications will be made to the pump station pumping capacity to help control the water levels upstream of the 8 Mile Pump Station. A new tributary collector sewer will be constructed to capture and convey flows from areas disconnected from the newly lined section of the South Evergreen Interceptor. In addition, the 8 Mile Drain at the Evergreen Emergency SSO Chamber will be modified.

Project Name: Lathrup Village Sanitary Retention Tank Improvements

Owner: Lathrup Village

Location: 19600 Sunnybrook Avenue, Lathrup Village, Michigan

Engineer of Record: Hubbell, Roth & Clark, Inc.

Engineer's Estimate of Construction Cost: \$520,000

Total Estimated Project Cost: \$1,030,000

Tentative Bid Date: Spring of 2022

The project involves improvements and modifications to the Lathrup Sanitary Retention Basin. The major work items include electrical and mechanical improvements to the SRT heating, influent pumping and dewatering systems; structural restoration to the roof and walls; upgraded instrumentation and controls; SCADA improvements; piping and valve system changes; and revised operational controls. The improvements will allow Lathrup Village to discharge its town outlet capacity during wet weather when the Evergreen Interceptor levels are elevated. A cost sharing agreement for the design and construction will be utilized on this project between Lathrup Village and the Evergreen Farmington Sanitary Drain.

Project Name: Evergreen Road Conveyance Project – Walnut Lake Pump Station #1 Corrective Action Plan

Owner: Evergreen-Farmington Sanitary Drain

Location: Evergreen Road 8 Mile to 14 Mile

Engineer of Record: Applied Science, Inc.

Engineer's Estimate of Construction Cost: \$2,900,000

Total Estimated Project Cost: \$5,480,000

Tentative Bid Date: January-February 2022

The project will increase Evergreen Interceptor operating levels and coordinated operations of facilities in the EFSDS and customer communities to avoid SSOs through certain modifications to Walnut Lake Pump Station #1 for continued operations during wet weather. This may include grade separation stations, sealed manholes, and other system improvements.

Below is a chart of the estimated cost for the respective Public Corporation.

Public Corporation	Peak Share			Total Estimated Cost
Auburn Hills	0.460%			334,420
Bingham Farms	0.690%			501,630
Bloomfield Hills	1.440%			1,046,880
Beverly Hills	5.750%			4,180,250
Birmingham	0.110%			79,970
Bloomfield Twp	9.540%			6,935,580
Farmington	0.340%			247,180
Farmington Hills	28.290%			20,566,830
Franklin	0.210%			152,670
Keego Harbor	0.320%			232,640
Lathrup Village	3.060%			2,224,620
Orchard Lake Village	0.370%			268,990
Southfield	38.170%			27,749,590
Troy	3.150%			2,290,050
West Bloomfield Twp	8.100%			5,888,700
Total	100.000%			72,700,000

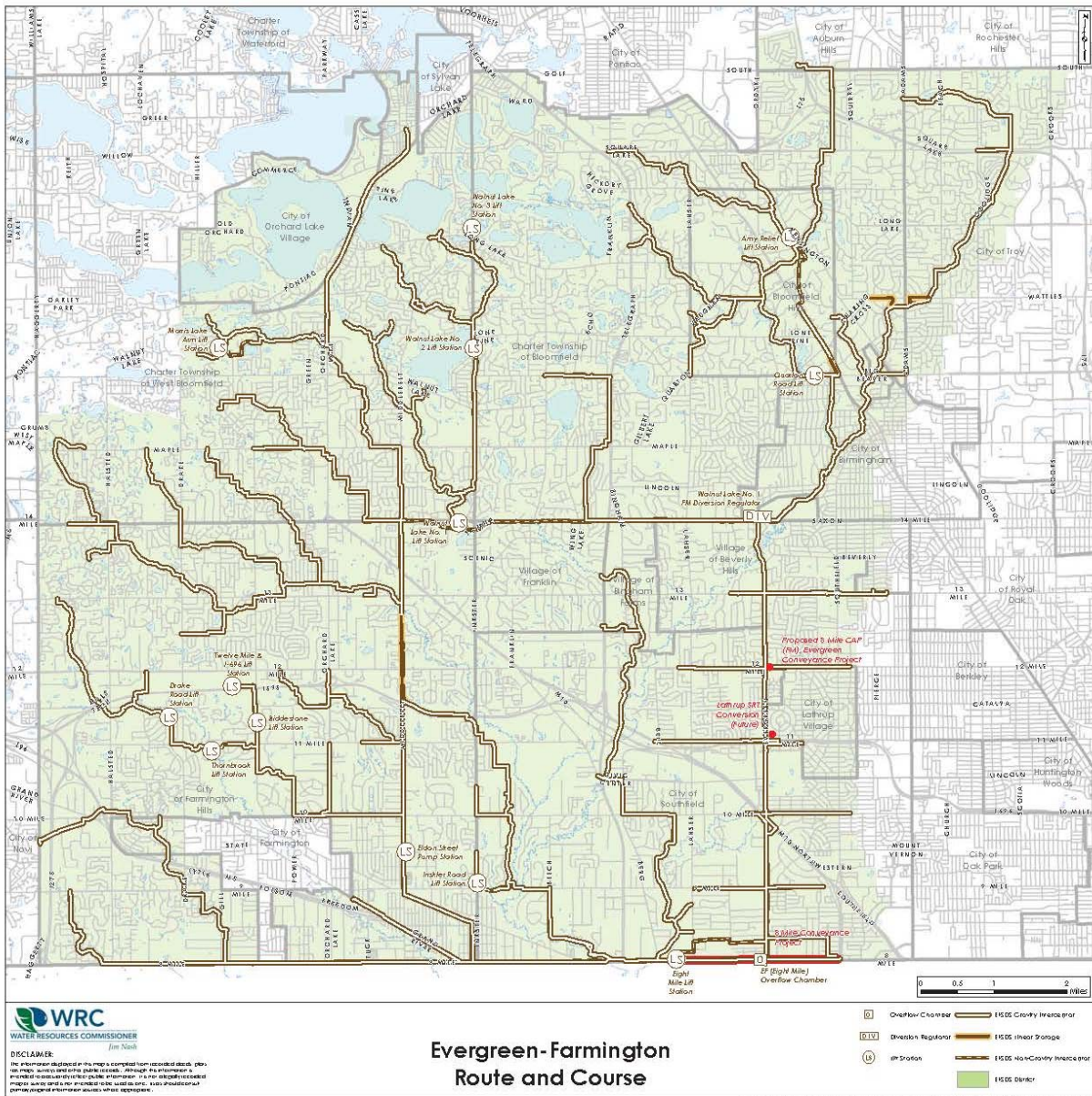


EXHIBIT 7

FINAL ORDER OF APPORTIONMENT ASSESSMENT PERCENTAGES

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	<u>8.10%</u>
	100%

VILLAGE MANAGER'S REPORT
CHRIS D. WILSON
AUGUST 13, 2021

Storms and Power Outage – The afternoon of Wednesday, August 11th saw a significant thunderstorm pass through the area. The Village experienced heavy rains and very high winds resulting in multiple tree limbs down and power outages, including at Village Hall. Overnight and into the early morning of Thursday, August 12th the Village experienced more heavy rains and power outages. An estimated 800,000 residents throughout the metro area lost power, including may here in the Village. Due to lack of power the Village and Township Halls were closed on Thursday and Friday August 12th and 13th. Public Safety was able to maintain operations through their generator. The Department of Public Safety remained operational and worked to clear numerous downed limbs and storm drains. As of the writing of this report, the Village has not received any reports of widespread residential flooding or basement backups. The Village has experienced a few heavy rain events this year without reports of widespread basement backups that have impacted neighboring communities, most recently Birmingham and Berkley.

As I reported earlier, the Village is still awaiting a report from DTE on the widespread power outages that impacted the Village on July 6th, also forcing the Village to close the Village offices and impacting many Village residents and neighborhoods. This most recent event was more intense, both locally and regionally and we will be requesting a formal analysis and report from DTE on both events. Given the frequency of outages in the area and region in recent months I am sure this issue will be a topic of conversation for regional and state policymakers in the coming months. It seems inarguable at this point, that the area is experiencing more impactful and frequent storms and that our regional electric grid is not equipped to withstand the stresses posed by this new reality. The absence of reliable power is limiting our operations on the local government level and is clearly negatively impacting our local residents and businesses. This issue is large than the Village, but hopefully we can have some meaningful input in a regional solution.

Village Hall Generator – The Village has submitted the paperwork to have a meter installed on our electric service panel in order to determine the appropriate size generator for this building. It is anticipated that the meter will be in place for one week. The recent power outage and closure have delayed this a little, but the meter should be in place soon. There is a cost to having the meter installed. This cost can be applied toward the purchase of a new generator. Southfield Township has agreed to move forward with a generator purchase from the same firm. I will keep Council updated.

Evergreen Road Temporary Closure – The Village is coordinating a water main tap with Groves High School for a new construction project they are completing. The tap will require a temporary closure of one lane of Evergreen. Because of the ongoing construction on Cranbrook (Evergreen) between 14 Mile and Maple, we cannot detour traffic into an existing closure and we cannot detour Major Road traffic through local subdivisions or residential streets. This tap will be conducted when Cranbrook reopens to through traffic, which will conflict with the start of school. The Village is coordinating with the school to conduct this work during low traffic times with the use of flaggers to limit disruption to area traffic.

Village Offices Closed / Trash Collection Delay – Village offices will be closed on Monday, September 6th in observance of Labor Day. Trash collection will be delayed one day this week.

Annual Water Testing – The Village will be conducting our annual residential water sampling and testing later this month in accordance with State and EPA requirements for lead and copper testing. Sampling protocols have been modified this year and the Village has modified the homes cost to the homeowner, any residence that requests it and provide them with a copy of the results. If any resident or homeowner would like to be included in this year's testing please contact the Village office at 248.646.6404.

COVID Protocols – Village Administration continues to monitor local, state and CDC recommendations for COVID protocols, including mask requirements indoors. In particular, we monitor on a daily basis the data provided by Oakland County on local transmission rates. As of August 12, for the 48025 area there were eighteen (18) reported cases over the last thirty (30) days, a transmission rate of 12.2 per 100,000 people. While this rate of community transmission is not considered high, it has increased over the last few weeks and overall Oakland County is moving into a high transmission rate classification. Should our local transmission rate continue to increase we will need to, in accordance with CDC guidelines, require masks inside for all persons regardless of vaccination status.

Grant Monies Received – The Village has received two grant payments for which we were awarded funds. We received \$1,800 from DTE for tree planting in the Village. We also received \$13,500 from our liability insurance carrier, MMRMA, for reimbursement for bullet-proof vests for the Public Safety Department.

Goodard School Site Plan – Village Administration continues to work with representatives of The Goodard School to revise and update their site plan for the property at 31655 Southfield Rd, site of the former McDonalds. This site plan will be up for further review and consideration by the Planning Commission at their meeting of Wednesday, August 25th. The applicants are also planning to go before the ZBA to request a variance relative to the size of their proposed playground area. After review of their application by the ZBA and receiving a recommendation from the Planning Commission the project will be brought back before Council for your review and consideration.

2020 Census Figures – Population numbers from the 2020 Census have been released. The Villages population for 2020 was 10,584. This was up just over 3% from the 2010 population of 10,267. As you will recall, the Village of Beverly Hills had one of the highest census response rates in Michigan and one of the highest for a community of our size in the country. Thank you to everyone who took the time and effort to complete the 2020 Census.

14 Mile Paving Project – The Village has planned and budgeted for a paving project on 14 Mile between Lahser and Evergreen for the current Fiscal Year. This project has been designed and bid books will be going out soon. We anticipate awarding bid on this project later this year, but given the number of projects in this area we anticipate this will be a spring of 2022 construction project.

FY 2020-2021 Audit – Village Administration has been preparing for the annual audit. Audit staff will be on site later this month to review materials and receive information from staff. I anticipate that the audit will be presented on or around the first meeting in October as is customary. Many thanks to Sheila, Jay and Peggy for all their efforts to prepare for the audit.

Beverly Hills Public Safety Activity Report

July 30 - August 13, 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>

Air Travel Scams Update: Travel is Back, and So Are Scammers

With the COVID-19 vaccines rolling out, travel is coming back. That's great news for summer vacation plans... and scammers. BBB Scam Tracker is receiving reports of con artists creating fake airline ticket booking sites or customer service numbers. If you are buying airfare, use caution and double check the URL or phone number before providing your credit card information.

How the Scam Works

- While doing an online search for cheap flights, you come across what seems like a great deal with a major airline. You book the flight --either through the website or by calling a customer support number --and receive a confirmation message. However, when you look more closely at the email, you notice that you never actually received your ticket.
- In another version of this scam, you book a flight on a travel website offering deals on airfare. You pay with your credit card like normal. But shortly after making the payment, you receive a call from the company saying that there's been a sudden price increase or an extra charge to finalize your booking. This is something a legitimate company would never do!
- In either case, you call the airline to follow up about your flight. After talking to an agent, you find that they have no record of your booking. It turns out you accidentally purchased tickets through a scam website or a phony customer service number. Protect yourself from this scam:
- Do your research. If you come across a company you haven't dealt with before, research it before making any purchases. Look on BBB.org for reviews and feedback from previous customers.
- Double check the URL before you enter personal and payment information. It can be easy to click on a sponsored ad or imposter website without noticing. Before you enter

any sensitive information, double check that you are on the right website and that the link is secure. (Secure links start with “https://” and include a lock icon on the purchase page. Learn more at [BBB.org/BBBSecure](https://www.bbb.org/bbbsecure).)

· Make online purchases with your credit card. Fraudulent charges made on a credit card can usually be disputed, whereas that might not be the case with other payment methods. Unfortunately, there is no way to get back the personal information you may have shared.

For More Information To learn more about planning a getaway during COVID-19, check out this tip from BBB. For ways to protect yourself from travel scams, go to [BBB.org/TravelScam](https://www.bbb.org/travelscam). Read more about customer service number scams. If you’ve spotted a scam (whether or not you’ve lost money), report it to [BBB.org/ScamTracker](https://www.bbb.org/scamtracker). Your report can help others avoid falling victim to scams. Find more information about scams and how to avoid them at [BBB.org/AvoidScams](https://www.bbb.org/avoidscams).

[Source: BBB Scam Alerts | April 23, 2021]

CALLS FOR SERVICE

- 254 Calls for Service.
- 93 Tickets issued.
- 18 Arrests.
- 1 Gun Permit.
- Crime prevention at Huntley Square.
- Medical on Rosevear.
- Assist motorist on 13 Mile.
- Radar enforcement on Lahser.
- Crime prevention on Devonshire.
- Selective enforcement on Norchester.
- Radar enforcement on Beverly.
- Four wheeler in the Beverly Park.
- Traffic crash on private property on 13 Mile.
- Medical on Kirkshire.
- Suspicious person on Beverly.
- Welfare check on Marimoor.
- Selective enforcement on Beaconsfield.
- Radar enforcement on Lahser.
- Radar enforcement on Lahser
- Officers stopped a vehicle for defective equipment on 13 Mile. The driver was arrested for Driving While License Suspended (22 times) without incident. The driver also had several other traffic warrants for his arrest but was advised to release.
- Radar enforcement 14 Mile.
- Officers stopped a subject for defective equipment on 13 Mile. The driver was arrested for No Operators License. The driver was issued a citation and arrested without incident.
- Radar enforcement on 14 Mile.

- Animal complaint on Southfield.
- Animal complaint on Hill Crest.
- Suspicious persons on Foxrun.
- Medical on Buckingham.
- Car seat check at the station.
- Radar enforcement on Southfield.
- Park and recreation check.
- Crime prevention on Beverly.
- Crime prevention on Ronsdale.
- Radar enforcement on 13 Mile.
- Suspicious vehicles on Evergreen.
- Selective enforcement on 14 Mile.
- Crime prevention on Tremont.
- Open buildings on Tremont.
- Crime prevention on 13 Mile.
- Crime prevention on Beverly (school).
- Radar enforcement on 14 Mile.
- Medical on Village Pines.
- Crime prevention on Charrington.
- Crime prevention on Wendbrook.
- Welfare check on Buckingham.
- Alarm on Faircrest.
- Wires down on Southfield.
- Officers stopped a vehicle for expired plates and the driver was arrested for Driving While License Suspended without incident. The driver also had a loaded gun and several other warrants outstanding. The subject was transported to a meet spot for Southfield police could take custody of him on their warrants.
- A Knox box was returned to the station for further use.
- Reckless driving on Southfield.
- Wires down on Downing place.
- Park and recreation check.
- Traffic crash on Saxon.
- Juvenile problem on Beverly (Park).
- Assist citizen on Nottingham.
- Selective enforcement on 13 Mile.
- Alarm on Norwood.
- Ordinance violation, loud party on Buckingham.
- Crime prevention on Charrington.
- Radar enforcement on Southfield.
- Crime prevention on Tremont.
- Crime prevention on Riverbank.
- Animal complaint on Beverly.
- Crime prevention on Turnberry.

- Crime prevention on Red Oaks.
- Crime prevention on Ronsdale.
- Fire truck checks.
- Traffic accident on Beverly.
- Traffic light out at Southfield and Beverly.
- Traffic crash on Southfield.
- Alarm on Cline.
- Park and recreation check.
- Loud music complaint on Dunblaine.
- Crime prevention on E. Rutland.
- Selective enforcement on 14 Mile.
- Officers' stopped a vehicle on Southfield running a red light. The driver was suspended out of Michigan but had a Tennessee operators licenses. The subject was arrested without incident.
- Crime prevention on Southfield.
- Crime prevention on Rivers Edge.
- Crime prevention on Charrington.
- Crime prevention on Wendbrook.
- Crime prevention on Tremont.
- Alarm on Birwood.
- Radar enforcement on Lahser.
- Medical on 13 Mile.
- Alarm on Embassy.
- Traffic complaint on Amherst.
- Larceny from an auto on Southfield.
- Solicitor complaint on Kinross.
- Mailbox damaged on Meadow Lane.
- Officers stopped a vehicle for cutting them off on Southfield. The driver was arrested for several warrants along with Driving While License Suspended. The arrest was without incident.
- Alarm on Beverly.
- Crime prevention on Beverly.
- Crime prevention on Beverly.
- Suspicious person on Birwood.
- Crime prevention on Huntley.
- Selective enforcement on Southfield..
- Medical on Robinwood.
- Radar enforcement on Lahser.
- Road rage incident on 13 Mile.
- Assisted Southfield Police on 13 Mile with a medical
- Crime prevention on Warwick.
- Crime prevention on Southfield.
- Welfare check on Huntley.
- Traffic crash on Southfield.

- Suspicious person on 14 Mile.
- PBT at station.
- Suspicious person on 13 Mile.
- Fraud on 13 Mile.
- Selective enforcement on Greenfield.
- Suspicious person on Lincolnshire.
- Medical on Marimoor.
- Suspicious person on 14 Mile.
- Park and Recreation checks.
- Crime prevention on Beverly.
- Crime prevention on Huntley.
- Officer were called to a possible fight on 14 Mile. Upon arrival a car took off and was stopped to investigate. The driver was arrested for Driving While License Suspended without incident.
- Traffic crash on 13 Mile.
- Crime prevention on Warwick.
- Radar enforcement on Evergreen.
- Officers stopped a car cutting through private property to avoid a traffic light and arrested the driver for Driving While License Suspended without incident.
- Crime prevention on Southfield and Dunblaine.
- Mental health call on Lahser.
- Fire alarm on 13 mile.
- Traffic accident on 13 Mile.
- Juvenile issues at Beverly Park.
- Suspicious person on Pierce.
- Crime prevention Beverly Park.
- Medical on Sunset.
- Suspicious persons on Southfield.
- Welfare check on 13 Mile.
- Juvenile complaint on Southfield.
- Transport juvenile to station.
- Crime prevention on Beverly.
- Crime prevention on Rutland.
- Crime prevention on 14 Mile.
- Crime prevention on Greenfield.
- Crime prevention on Charrington.
- Found property on Beverly (girl's bike).
- Radar enforcement on 14 Mile.
- Fire alarm on Evergreen.
- Officers stopped a vehicle with no license plate traveling on Southfield road. The driver was arrested for Driving While License Suspended without incident. The passenger along with the driver had multitude of warrants but the other police agencies would not pick up.

- Medical on Rutland.
- Hospice death on Beechwood.
- Child car seat check at the station.
- Assist Southfield police on a Fraud suspect leaving Target on Southfield.
- Traffic complaint on Birwood.
- Harassing communication on Turnberry.
- Fraud at TJ Maxx.
- Suspicious vehicle on Birwood.
- Crime prevention on Beverly.
- Animal bite on Norwood. Raccoon got into house and bit owner.
- A candle caught a bush on fire on 14 Mile. Fire put out.
- Crime prevention on Greenfield.
- Crime prevention on 13 Mile.
- Crime prevention on Southfield.
- Selective enforcement on 14 Mile.
- Crime prevention on Lahser.
- Radar enforcement on 13 Mile.
- Crime prevention on Southfield.
- Alarm on 13 Mile.3838
- Radar enforcement on Lahser.
- Identity theft on Kirkshire.
- Crime prevention on Southfield.
- Medical on 13 Mile.
- Crime prevention on Southfield.
- Traffic crash on Sunnyslope.
- Suspicious vehicle on Embassy.
- Officers stopped a vehicle for speeding on Evergreen and arrested the driver for Driving While License Suspended without incident.
- Fraud on 13 Mile.
- Assist other police agency at a traffic crash on Southfield.
- Crime prevention on 13 Mile.
- Family trouble on Huntley.
- Selective enforcement on Greenfield.
- Officers stopped a vehicle at night with driving with high beams on. The traffic stop was on Lahser road and 14 Mile. The driver was arrested for Driving While License Suspended, no insurance and improper plates without incident.
- Crime prevention on Beverly.
- Crime prevention at Huntley.
- Selective enforcement on Southfield.
- Officers were called to Huntley Square apartments for a possible domestic violence incident. When the officers arrived they interviewed the witness and the home owner. The subject in question was hiding in the bathroom and had violated the PPO order along with his separate

parole order. The subject was highly intoxicated and was arrested without incident.

- Traffic light out at 13 Mile and Evergreen.
- Public relation at Georgetown.
- Odor investigation at Taco Bell.
- Alarm on Kennoway.
- Alarm on Devonshire.
- Operation medicine cabinet.
- Assist citizen on Evergreen.
- Tree over the roadway on Kinross.
- Officers stopped a vehicle for fraudulent application for license plate on 14 Mile. The subject was ticketed and the plates were confiscated without incident.
- Crime prevention on Beverly.
- Selective enforcement on Southfield.
- Traffic crash on Madoline (hit and run).
- PBT test at the station.
- Power outage at station.
- Crime prevention on Southfield.
- Found property at Huntley.
- Crime prevention on Metamora.
- Welfare check on 13 Mile.
- Medical on Fairfax.
- Suicide on Kinross.
- Suspicious circumstances on Elizabeth (walk away from home).
- Medical on Rutland.
- Crime prevention on Metamora.
- Crime prevention on Red Oaks.
- Paint found on subdivision sign Evergreen.
- Private property accident 13 Mile.
- Solicitor complaint Coryell.
- Solicitor complaint on Warwick.
- Medical on Sheridan.
- Operation medicine cabinet at the station.
- Medical on 13 Mile.
- Medical on Huntley.
- Officers stopped a vehicle on Southfield for expired plates. The driver was issued a citation for expired plates.
- Medical on Normandale.
- Park and recreation area check.
- Open building on 13 Mile.
- Medical on Birwood.
- Selective enforcement on 13 Mile.
- Crime prevention on Rutland.

- Crime prevention on Tremont.
- Crime prevention on Waltham.
- Radar enforcement on 14 Mile.
- Crime prevention on 14 Mile.
- Crime prevention on Charrington.
- Crime prevention on Rutland.
- Medical on Nottingham.
- Animal complaint on Birwood.
- Public relations on 13 Mile.
- Officers stopped a vehicle on Evergreen for driving erratically. The driver was arrested for Operating under the Influence of Drugs without incident.
- Suspicious person on Marguerite.
- Alarm on 14 Mile.
- Suspicious person on Beverly.
- Reckless driving on Southfield.
- Traffic crash on Southfield.
- Crime prevention on Beverly.
- Crime prevention on 13 Mile.
- Radar enforcement on 13 Mile.
- Crime prevention on Red Oaks.
- Crime prevention on Tremont.
- Crime prevention on 13 Mile.
- Crime prevention on Charrington.
- Radar enforcement on 13 Mile.
- Crime prevention on Old Pond.
- Officers stopped a vehicle for failing to use their turn signals. The driver's license plates were also expired. The stop was on Locherbie and Southfield. The driver was ticketed for no insurance and expired plates.
- Medical on Riverview.
- Suspicious person on Mayfair.
- Welfare check on evergreen.
- Crime prevention on Southfield.
- Wires down on Lahser.
- Fire with wires down on Elizabeth.
- Wires down on Kinross.
- Traffic crash P/I 13 Mile and Lahser.
- Assist medical on 13 Mile and Rutland.
- Suspicious persons on Robinhood.
- Wires down on Arlington.
- Wires down on Crossbow.
- Fire alarm on Marguerite.
- Medical on Sunset.

- Wires down Locherbie.
- Medical on Beechwood.
- Fire alarm on 13 Mile.

INVESTIGATIONS

- CFS Closed and reviewed 264.
- Reviewed 40 case reports for a disposition.
- MDOP Complaint, Spray paint tagging.
- Suicide person.
- PPO Violation.
- Fraud cases X3.
- Harassing phone calls complaint
- OWI X 2 (drunk driver charge twice.)
- Counterfeit money passed at Bed Bath Beyond.
- LFA, stolen catalytic convertor.
- BYA Referral three juveniles with marijuana and out past curfew.
- Domestic sent for review to Tom Ryan/Denied warrant.

COFFEE & JAZZ

Beverly Park Pavilion
18801 Beverly Road
Aug 22nd and Sept 12th
9:00 - 11:30 a.m. Free!

Featuring Ryan Bills (Tenor
Saxophone), Russ Miller (Alto
Saxophone), Mike Harrison
(Keys), Trevor Lamb (Bass), &
Sean Perlmutter (Drums)



The Village of Beverly Hills Parks and Recreation Board Proudly Presents:

MOVIE IN THE PARK
AUGUST 24, 2021 AT DUSK
BEVERLY PARK





August 6, 2021

Ms. Kristin Rutkowski, Clerk
Village of Beverly Hills
18500 W. 13 Mile Road
Beverly Hills, MI 48025

RE: Programming Advisory

Dear Ms. Rutkowski:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. As part of that ongoing commitment to keep you informed, we wanted to update you on the following:

- Beginning August 19, 2021, Great American Country (GAC) will move from Digital Preferred to Digital Starter/Extra, making it available to more customers at no additional cost.

Please feel free to contact me at 734-359-2308 if you have any questions.

Sincerely,

Kyle V. Mazurek
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170