

Village of Beverly Hills  
Regular Village Council Meeting  
Tuesday, August 3, 2021

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

Zoom link: <https://us02web.zoom.us/j/83488084352>

Meeting ID: 834 8808 4352

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

### **AGENDA**

Roll Call/Call to order

Pledge of Allegiance

Amendments to Agenda/Approve Agenda

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

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

Business Agenda

1. [Presentation](#) on Invasive Species by the Oakland County Cooperative Invasive Species Management Area (OC CISMA).
2. Review and consider [request](#) from Our Lady Queen of Martyrs to use Village streets for a 5K run on September 11, 2021.
3. Review and consider [request](#) from Our Lady Queen of Martyrs to place Oktoberfest sign on Southfield Road right of way.
4. Review and consider Municipal Credit and Community Credit [Contract](#) for Fiscal Year 2022.
5. Second [announcement](#) of a vacancy on the Zoning Board of Appeals.

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 – JULY 20, 2021 – PAGE 1

Present: President George; President Pro-Tem Hrydziusko; 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 7:37 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 Hrydziusko, to approve the agenda as published.

Motion passed.

### **COMMUNITY ANNOUNCEMENTS**

None.

### **PUBLIC COMMENTS**

Bill Wegert, Westlady, commented via Zoom about his safety concerns regarding a property on Plumwood that is under construction.

### **CONSENT AGENDA**

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

1. Review and consider approval of minutes of a regular Council meeting held July 6, 2021.
2. Review and file bills recapped as of Monday, July 19, 2021.

Roll Call Vote:

Motion passed (7-0)

### **BUSINESS AGENDA**

#### **REVIEW AND CONSIDER PARKS & RECREATION BOARD’S REQUEST TO HOST CONCERT IN THE PARK IN AUGUST 2021**

The Parks & Recreation Board is requesting Council’s approval to host a third Concert in the Park this summer on Friday, August 13, 2021 at Beverly Park beginning at 7:00 p.m. The Board held a successful concert event in June of 2021. The July 16<sup>th</sup> concert was canceled due to rain.

Part of the concert expense would include a stage rental from Oakland County Parks in the amount of \$550.00. The band(s) are to be determined and would receive a stipend to perform at the concert.

Motion by O’Gorman, second by Hrydziusko, be it resolved, the Beverly Hills Village Council approves the Parks & Recreation Board’s request to host a Concert in the Park on Friday, August 13, 2021 at 7:00 p.m., with expenses not to exceed \$1,500.00. Be it further  
THESE MINUTES ARE NOT OFFICIAL. THEY HAVE NOT BEEN APPROVED BY THE VILLAGE COUNCIL.

resolved, the Council authorizes Administration to execute the Facility/Property Use Agreement with Oakland County Parks. Funds for this expense are available in account 101-747-894.00.

Roll Call Vote:  
Motion passed (7-0)

**FIRST 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. The vacancy was created when the Village Council appointed member Ahmad Jawad to the Planning Commission at their June 15, 2021 meeting, which resulted in his subsequent resignation from the ZBA.

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](mailto: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. The ZBA meets the second Monday of the month at 7:30 p.m., as necessary. This constitutes the first announcement of a vacancy on the Zoning Board of Appeals.

**RECEIVE AND FILE MERS ANNUAL ACTUARIAL VALUATION FOR YEAR ENDING DECEMBER 31, 2020**

Wilson provided an overview. The Village is in receipt of our most recent actuarial valuation report from the Municipal Employees' Retirement System of Michigan (MERS). This report is produced annually to analyze the Village's demographic data, investment performance and other factors to produce a contribution rate for pension costs for the coming year.

The Village's funding ratio as of 12/31/20 is 78%. This is a decrease from the funding ratio of 80% as of 12/31/19. The Village's market rate of return for 2020 was 12.70%. With the use of 5-year asset smoothing the actuarial rate of return for 2020 was 8.17%. Our actuarial value of assets as of December 31, 2020 is 97%. MERS is currently using an actuarial assumption for the annual rate of return of 7.35%.

For the current fiscal year (FY22) the Village's monthly defined benefit contributions will be \$65,579; or \$786,948 annually. Village Administration budgeted \$760,056 for these costs for FY22 and \$775,000 for FY 23.

Page 12 of the report shows the anticipated contribution levels over the next 20 years with different measures based upon different rates of return. As this graph indicates the funding requirement based upon the current rate of 7.35% will remain relatively steady for the next 10 years before falling dramatically by roughly 90% per year and eventually to \$0 by 2035. This is a result of our plan being closed to new hires as of 2013. Closed plans amortize all unfunded accrued liability (UAL) over a ten-year period. Functionally, this means that at current contribution rates and by keeping the plan closed, all Village pension funding obligations can be achieved by FYE June 30, 2031.

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

Motion by Mooney, second by Peddie, be it so moved that the Village Council receive and file the Municipal Employees Retirement System Annual Actuarial Valuation as of December 31, 2020.

Motion passed.

**REVIEW AND CONSIDER RESOLUTION AUTHORIZING ADMINISTRATION TO SUBMIT A 2021 OAKSTEM PROGRAM APPLICATION TO OAKLAND COUNTY**

Oakland County has established the 2021 Oakland County Street Tree Enhancement Match (OAKSTEM) Grant Pilot Program to decrease impervious surface area and increase the tree canopy in communities that make up the George W. Kuhn (GWK) Drainage District. The Program seeks to assist GWK Communities by offering limited matching funds for street tree plantings on public road rights of way that are under their jurisdiction, or on public road ROW directly adjacent to land publicly owned by these GWK Communities, and that are within the GWK District.

The County selected the GWK District for the following reasons:

- The GWK District has an impervious surface area of 49.2% compared to 19.9% for the County as a whole.
- Tree cover in the GWK is 23.3%, while the overall County is 44%.
- This results in large peak flows during storm events. With the entire GWK District having combined sewers, this contributes greatly to the past flooding issues in the area.

This program is intended to provide an incentive to GWK communities to either begin, or continue and expand, their public street tree planting program(s) in order to: increase tree canopy; improve air quality; reduce impervious surface area; enhance aesthetics; reduce peak flow stormwater run-off; reduce flooding risk; attract, retain and grow business and jobs; reduce noise; and encourage further community investment.

Beverly Hills is one of the 14 communities eligible to apply for grant funding through the OAKSTEM Program. Since only a portion of Beverly Hills is in the GWK Drainage District, only that area is eligible for tree planting.

Beverly Hills' projected base amount allocation is \$10,021.00. The grant program is a 1:1 match and matching funds may only be used for trees and warranties. Administration recommends applying for up to the \$10,021 base allocation.

Part of the grant application requires a resolution from the governing body approving the Community's participation in the program, designating the person authorized to sign on the Community's behalf, and certifying the Community's commitment to complying with the Program's requirements. A resolution was provided for Council's review and consideration.

The following resolution was made in a motion by Hrydziusko, second by Mooney:

WHEREAS, Oakland County has established the OAKSTEM 2021 Oakland County Street Tree Enhancement Match Pilot Program (the "Program") for communities that are wholly



or partly within the George W. Kuhn (GWK) Drainage District;

WHEREAS, the Program seeks to assist GWK Communities by providing limited matching funds for street tree planting projects on public road rights of way (ROW) that are under their jurisdiction or on public road ROW directly adjacent to land publicly owned by the GWK Communities;

WHEREAS, the Village of Beverly Hills\_(the “Community”) wishes to submit a 2021 OAKSTEM Program Application seeking matching reimbursement funds from the Program, in an estimated amount of up to \$10,021 on a 1/1 matching basis for reimbursement for a project briefly described as Beverly Hills local public street tree planting, which is located in the GWK Drainage District; and

NOW THEREFORE, be it resolved, the Beverly Hills Village Council hereby approves (i) the completion and submission of the 2021 OAKSTEM Application to seek funding through the Program; (ii) if the Application is approved by Oakland County, the Community’s participation in the Program; and (iii) the appropriation and expenditure of funds necessary or appropriate to fund its obligations under the Program as set forth in the Application and the Cost Participation Agreement, and hereby authorizes Chris Wilson, Village Manager, to sign the Application and all Agreements and take any other action necessary or appropriate on the Community’s behalf to participate in the Program and certifies that the Community will comply with the Program’s requirements, including submittal of a final report and other documentation as required by the County, as a condition to receiving reimbursement in accordance with the Program.

Roll Call Vote:  
Motion passed (7-0)

#### **REFER SITE PLANS FOR DEVELOPMENT AT 31655 SOUTHFIELD ROAD TO THE PLANNING COMMISSION FOR REVIEW AND RECOMMENDATION**

Hobbs & Black Architects have submitted a proposal for development of a childcare facility, The Goddard School of Beverly Hills, at 31655 Southfield Road in the B-Business District and within the Village Center Overlay District (VCOD). The property is approximately 1.5 acres in size, irregularly shaped and located on the west side of Southfield north of 13 Mile. The property is currently vacant and was the site of a former McDonald’s fast-food restaurant with drive-through facilities

The B-Business zoning district allows for the subject childcare use as a principal permitted use subject to site development standards listed in the Village Zoning Ordinance. The applicant proposes a mixed-use development project consisting of 2 buildings. Building 1 is a two-story, 16,000 square foot childcare/preschool building with multiple classrooms and facilities and includes a screened mechanical room on top. Building 2 is also two-stories consisting of 5,000 square feet of floor area with mixed uses including office and retail. Both buildings are architecturally compatible with matching colors and materials including, decorative earth tone masonry accented by tinted aluminum storefront doors and glazing. All four sides of each building will include simulated wood panels, fiber cement panels and metal trim. Detailed plans and elevations were included for review.

Parking for the childcare building is based on the number of children to be served which is 200 resulting in 27 required spaces for the childcare use. Parking for the office/retail uses is based on gross floor area requiring 16 spaces for those uses resulting in a total of 43 required spaces. The applicant is proposing 57 total spaces resulting in a surplus of 14 spaces. Hours of operation will be from 6:30 a.m. to 6:30 p.m. M – F and closed on weekends.

Outdoor play area requirements per the Village Ordinance is 150 square feet per child resulting in 30,000 square feet of outdoor space for 200 children. The applicant is proposing 10,240 square feet of play area resulting in a deficit of 19,760 square feet. The applicant will be required to obtain a variance from the Village Zoning Board of Appeals. Point of Interest; the State of Michigan would only require 1,200 square feet of outdoor play area in this instance.

As part of the process for review and consideration of development in the Village Center Overlay District (VCOD), a certain amount of flexibility is afforded to the applicant and Village in order to ensure the project meets intent of the Plan and that the Village's long-term goals and objectives are met for development in this area. Administration requested a detailed response from the applicant identifying how the proposed project meets the VCOD Ordinance. A copy of that response is included for Council review. The VCOD also calls for a Development Agreement between the developer and the Village. The terms and conditions of the Development Agreement will need to be considered as part of the overall review process for this project.

A number of issues which should be addressed as part of the review of this project are listed below. Some of these issues will be addressed by modifying the site plan. Others will be addressed through negotiation and inclusion in the Development Agreement. The applicant has been requested to prepare a draft development agreement for consideration.

- Proposed contributions in-lieu of improvements
- Use and access to public space
- All classrooms to include windows to the hallway
- No future land division without Council approval, which will not be unreasonably withheld
- The Ordinance requires a north/south vehicular connection between the site and other properties in the VCOD. The plan either needs to be amended, or a deviation sought.
- 1 additional street tree is required along Gould Court.
- The Ordinance requires decorative street lighting along Southfield Road.
- The Ordinance requires that the building occupy 75% of the Southfield Road frontage. Given the need for a curb cut, I don't believe this standard is practical. The applicant should include this as a deviation and provide justification.
- In my opinion, the parallel parking spaces should either be removed from the plan, or dedicated as employee spaces.
- The amount of outdoor play area required by the Ordinance is not met. This will require modifications to the plan that comply, or a variance from ZBA.
- The project architect should address the building architecture and material standards of the VCOD.
- Additional information regarding the use of the annex building is needed.
- Any deviations requested from the VCOD should be enumerated and include a description of their justification per the standards in the Ordinance.

Village Administration has forwarded the draft site plan to HRC for engineering review. The Department of Public Safety will handle all issues relative to Fire Code compliance.

Village Administration has reviewed the site plan as submitted and determine the proposed use is allowable in this district and recommends Council forward the plan to the Planning Commission for their review and recommendation.

Abboud requested to recuse himself from this discussion and future votes regarding this development due to his previous discussions with the applicant and potential conflict of interest.

Motion by Mooney, second by Peddie, Councilmember Abboud is permitted to recuse himself from this and all future discussions and votes regarding the Goddard School project at 31655 Southfield Road per his request.

Motion passed.

Kellie McDonald, Goddard School, Lake Orion, was in attendance and answered questions from the Council regarding the plans, market research, and the demand for a day care center in the area.

Motion by Peddie, second by Hrydziuszko, be it resolved that the Village Council refer the site plan submitted for the property at 31655 Southfield Road on behalf of The Goddard School to the Planning Commission for their review and recommendation.

Motion passed.

#### **REVIEW AND CONSIDER RESOLUTION DESIGNATING THE VILLAGE OF BEVERLY HILLS' REPRESENTATIVES AT THE MICHIGAN MUNICIPAL LEAGUE'S ANNUAL MEETING**

The Michigan Municipal League is hosting its Annual Convention on September 22-24, 2021 in Grand Rapids. The League's Annual Meeting is scheduled for 4:15 pm on Wednesday, September 22<sup>nd</sup>.

Pursuant to the provisions of the League Bylaws, the Village must designate by action of its governing body one of its officials who will be in attendance at the Convention as its official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate an alternate voting delegate as well.

Motion by Kecskemeti, second by Mooney, be it resolved that the Village Council of the Village of Beverly Hills hereby appoints Council Member Rock Abboud as its voting delegate for the 2021 Michigan Municipal League Annual Meeting and appoints Council President John George as its alternate voting delegate.

Motion passed.

#### **PUBLIC COMMENTS**

Anthony Lott, Riverside, commented on the MERS Actuarial Valuation and expressed concerns about underfunding the plan. He recommended funding the plan at a greater rate.

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Kellie McDonald, Goddard School, Lake Orion, provided follow up responses to Council's previous questions. Demographic data was obtained in a 2.4 mile radius of the proposed development and there are no competitors in the area that offer this type of high end, full-day early childhood development programming.

#### **MANAGER'S REPORT**

**American Rescue Plan Act** – The Village has received official notification of the funds we will be receiving from the American Rescue Plan Act (ARPA). The Village will receive \$1.08 Million in ARPA funding. These funds can be allocated toward infrastructure projects or revenue replacement due to funds lost from the COVID pandemic. I anticipate that the Village will allocate these funds towards infrastructure projects. There is an application and registration deadline later this month that Village Administration is working toward meeting. Village Administration will be working with Council to identify a project or projects for these funds.

**Demolition Fencing** – An incident occurred this week in the Village where a house was demolished using heavy equipment without a construction fence around the site. Per the current Building Department Construction Site Maintenance Requirements construction fencing is required for sites where there is "...excavation and/or areas of construction..." This site included a home without a basement and a basement is not being dug for the new home. A construction fence was not a requirement for the demolition being performed at this site. After visiting the site, however, this operation was more intensive than I would prefer to be occurring without a fence. Not all demolition activities necessitate construction fencing. I did speak with the contractor on site and he was aware of our fencing regulations and that he was abiding by them and would have a construction fence on site prior to commencing construction. Further, the contractor did erect a temporary fence around the site that was not required based upon our conversation. I have discussed the matter with the Planning and Zoning Administrator and Building Official and I believe that we will be modifying our Construction Site Maintenance Requirements going forward to address similar large-scale demolitions in the future.

**Public Services Director** – Kevin Lawrence started work on July 12 as the new Public Services Director for the Village. Kevin most recently served as the Public Services Director for the City of Ecorse and prior to that held the same position at the City of Grosse Pointe. Kevin also worked in Facilities Maintenance and Management at Michigan State University and has served as the Operator in Charge for Metro Consulting Associates in Highland Park. Kevin has extensive experience in water, sewer and roads maintenance and administration and is a welcome addition to Village Administration.

**Water and Sewer Rate Survey** – The Southeastern Oakland County Water Authority has completed their annual water and sewer rate analysis for all SOCWA communities. I have included a copy of this analysis for your review.

**Southfield Rd. Project** – The Road Commission for Oakland County (RCOC) is taking input on a redesigned proposal for the modification of Southfield Rd. from south of Ten Mile to just north of 13 Mile Rd. This design envisions the construction of a divided boulevard through this area with either two or three through lanes. The project design can be viewed at <http://southfieldroadcorridor.com>. Comments will be accepted through July 23<sup>rd</sup>.

**Village Meetings and Remote Participation** – The Village has worked with BCTV to make modifications in our meeting room that we believe will allow us to continue to maintain remote participation as we return to in person meetings. There is a flat screen television in the corner of the meeting room that will be connected to a Zoom feed of the meeting in real time. Anyone wishing to speak to Council via zoom will be able to do so and will be seen live by those in the room on this screen. Zoom participants will be able to observe the proceedings through a static fixed camera in the Council room. BCTV has installed the necessary equipment to make this possible and also cut down on feedback into the room. Those wishing to just observe the meeting without participating are best served to either watch the live television broadcast or live stream because those will not be a fixed camera broadcast and will be able to alternate between live speakers. We will be live with this system for the first time Tuesday night and are hopeful it will function properly and serve the Council and community well. Thanks to BCTV and Clerk Rutkowski for helping put this in place.

**SOCWA and SOCRRRA Officers** – At the most recent Organizational Meetings for SOCWA and SOCRRRA officers were selected for the 2021/22 year. I have been selected to serve as the Chair for SOCRRRA for another year and vice-chair for SOCWA. This is largely based upon seniority as opposed to skill or insight, in my estimation.

**SOCRRRA Drop-Off Center** – I have included communication from SOCRRRA General Director Jeff McKeen hours and operations at the SOCRRRA facility on Coolidge. SOCRRRA is continuing to accept appointments for the general public to be able to dispose of material at the center as well as arranging several alternative locations for various items. SOCRRRA staff have made modifications to the existing appointment system to allow for more appointments and more next day appointments. In addition, SOCRRRA continues to host community events on weekends for drop off services and is now allowing for Saturday appointments at the facility. There have been some concerns expressed about no longer allowing open public access at the site as had been the case in previous years. SOCRRRA is attempting to make the site as available and accessible as possible while still maintaining operations as a transfer station that handles and process trash and recycling for tens of thousands of households on a daily basis.

## **COUNCIL COMMENTS**

Abboud commented on SEMCOG's One Water campaign. He stated that he is honored to represent the Village at the MML's annual meeting. He stated that there is an upcoming Senior Advisory Council meeting. He commented on the recent DTE power outages. He thanked the Public Safety Department for being available and approachable.

Mooney stated that he was happy to be back to meeting in the Council Chambers. He announced the Southfield Township Clerk, Sharon Tischler, is retiring from her position. He praised her work and contributions to the community over the last 37 years and stated that she will be missed. The Township is accepting applications to fill the position until the next election. He commended President George for his leadership during the COVID-19 pandemic and said George has shown patience.

Hrydziuszko reminded everyone that the Parks and Recreation's DIA Inside|Out Bike Tour will take place on Thursday, July 22<sup>nd</sup>. She hopes to see people at the August 13<sup>th</sup> Concert in the Park at Beverly Park.

George is looking forward to the Concert in the Park and the Movie in the Park in August. He commented on the MERS Actuarial Valuation report and said he is always happy to have a conversation about it. He talked about the purpose, focus, and philosophy of Code Enforcement. He also commented on fine tuning fence guidelines.

**ADJOURNMENT**

Motion by Mooney, second by Abboud, to adjourn the meeting at 9:06 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 07/20/2021 THROUGH 08/02/2021.

ACCOUNT TOTALS:

101	GENERAL FUND	\$155,895.70
202	MAJOR ROAD FUND	\$3,621.72
203	LOCAL STREET FUND	\$16,990.33
205	PUBLIC SAFETY DEPARTMENT FUND	\$97,364.84
285	RETIREE HEALTH CARE FUND	\$1,547.69
592	WATER/SEWER OPERATION FUND	\$4,532.16
701	TRUST & AGENCY FUND	\$694.63
	TOTAL	<u>\$280,647.07</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$280,647.07</u>
	GRAND TOTAL	<u>\$280,647.07</u>

07/28/2021 04:10 PM  
User: JAY  
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS  
CHECK DATE FROM 08/02/2021 - 08/02/2021

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
08/02/2021	COM	84043	60249	5 ALARM	2,657.72
08/02/2021	COM	84044	60217	AMAZON CAPITAL SERVICES	180.66
08/02/2021	COM	84045	31164	APOLLO FIRE APPARATUS	521.10
08/02/2021	COM	84046	01100	APOLLO FIRE EQUIPMENT	49.00
08/02/2021	COM	84047	53284	APPLIED IMAGING	138.83
08/02/2021	COM	84048	59125	APPRIVER, LLC	32.89
08/02/2021	COM	84049	51802	ARROW OFFICE SUPPLY CO.	162.94
08/02/2021	COM	84050	59509	BENJAMIN LANGHORST	250.00
08/02/2021	COM	84051	51409	BEVERLY HILLS ACE	182.50
08/02/2021	COM	84052	60486	BIRMINGHAM BLOOMFIELD	1,800.00
08/02/2021	COM	84053	30861	BLUE CARE NETWORK	41,373.17
08/02/2021	COM	84054	52071	BLUE CROSS BLUE SHIELD	35,407.15
08/02/2021	COM	84055	60492	CARRIE OKMA	250.00
08/02/2021	COM	84056	58597	CATHY WHITE	443.18
08/02/2021	COM	84057	59347	CINTAS CORPORATION #31	45.74
08/02/2021	COM	84058	59323	CLEANNET	858.00
08/02/2021	COM	84059	31925	COALITION OF PUBLIC SAFETY	17,627.74
08/02/2021	COM	84060	04500	COMEAU EQUIPMENT CO INC.	29,566.37
08/02/2021	COM	84061	58648	CTS-COMPANIES	95.00
08/02/2021	COM	84062	60372	EAGLE LANDSCAPING & SUPPLY	66.00
08/02/2021	COM	84063	59813	FIRE DEFENSE EQUIPMENT CO.	317.93
08/02/2021	COM	84064	60489	GERALDINE BARCLAY	250.00
08/02/2021	COM	84065	53489	GREAT AMERICA FINANCIAL SVCS.	600.00
08/02/2021	COM	84066	60206	GREAT LAKES WATER AUTHORITY	969.72
08/02/2021	COM	84067	53583	GUARDIAN	7,532.95
08/02/2021	COM	84068	58625	HALT FIRE	449.05
08/02/2021	COM	84069	31202	HOME DEPOT CREDIT SERVICES	121.27
08/02/2021	COM	84070	59010	HUNT SIGN COMPANY	130.00
08/02/2021	COM	84071	59839	J.C. EHRLICH	51.00
08/02/2021	COM	84072	59423	JAMES HEALY	380.00
08/02/2021	COM	84073	59324	JCR SUPPLY, INC.	150.46
08/02/2021	COM	84074	59582	JOHNSON THERMOL-TEMP INC.	627.50
08/02/2021	COM	84075	60487	LORI MILLER	375.00
08/02/2021	COM	84076	60485	MICHIGAN FIRE TRAINING CONSULTANTS	2,500.00
08/02/2021	COM	84077	52030	MICHIGAN GRAPHICS & AWARDS	140.00
08/02/2021	COM	84078	59330	MIKE SAVOIE CHEVROLET	1,053.56
08/02/2021	COM	84079	60491	MINDY EISENBERG	250.00
08/02/2021	COM	84080	60488	NANCY ESHELBY	250.00
08/02/2021	COM	84081	59243	NATIONAL HOSE TESTING SPECIALTIES	878.60
08/02/2021	COM	84082	51182	NELSON BROTHERS SEWER &	1,404.00
08/02/2021	COM	84083	59112	NEXT	119.70
08/02/2021	COM	84084	51799	NYE UNIFORM EAST	629.50
08/02/2021	COM	84085	53298	OCCUPATIONAL HEALTH CENTERS	147.00
08/02/2021	COM	84086	60386	PTS COMMUNICATIONS	60.00
08/02/2021	COM	84087	58654	RACHEL HOWCROFT	250.00
08/02/2021	COM	84088	59122	RAPID RESPONSE	179.97
08/02/2021	COM	84089	32235	RICHARD REPRODUCTIONS	146.00
08/02/2021	COM	84090	16100	ROAD COMMISSION FOR OAKLAND	612.40
08/02/2021	COM	84091	16500	S.O.C.R.R.A.	31,224.00
08/02/2021	COM	84092	59282	SAFEBUILT INC.	91,154.00
08/02/2021	COM	84093	60490	SARA WILKIE	250.00
08/02/2021	COM	84094	31042	SEMCOG	1,702.00
08/02/2021	COM	84095	59900	SUZANNE CORY	250.00
08/02/2021	COM	84096	59027	TYLER MCVETY	250.00
08/02/2021	COM	84097	38874	U.S. POSTAL SERVICE	2,000.00
08/02/2021	COM	84098	53572	WOW! BUSINESS	1,240.47
08/02/2021	COM	84099	20900	ZIP ETC INC	293.00

COM TOTALS:

Total of 57 Checks:	280,647.07
Less 0 Void Checks:	0.00
Total of 57 Disbursements:	280,647.07



# ADDRESSING INVASIVE SPECIES IN BEVERLY HILLS

Erica Clites

Oakland  
County CISMA  
Director



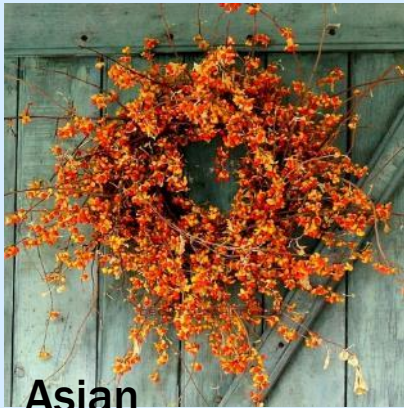
# WHAT ARE INVASIVE SPECIES?

An invasive species is one that is not native and whose introduction causes, or is likely to cause harm to Michigan's economy, environment or human health.



# WHY ARE INVASIVE SPECIES A PROBLEM?

- Invasive species have few natural competitors.
- Invasive plants change the soil chemistry, harm native plants and unbalance ecosystems.
- Invasive plants harm wildlife



Asian  
Bittersweet  
vines





# INVASIVE PLANTS DAMAGE INFRASTRUCTURE



# SAFETY AND FIRE HAZARDS



Photo courtesy of Oakland Press



# INVASIVE PLANTS CREATE MONOCULTURES WHICH CROWD OUT NATIVE PLANTS



**Phragmites**



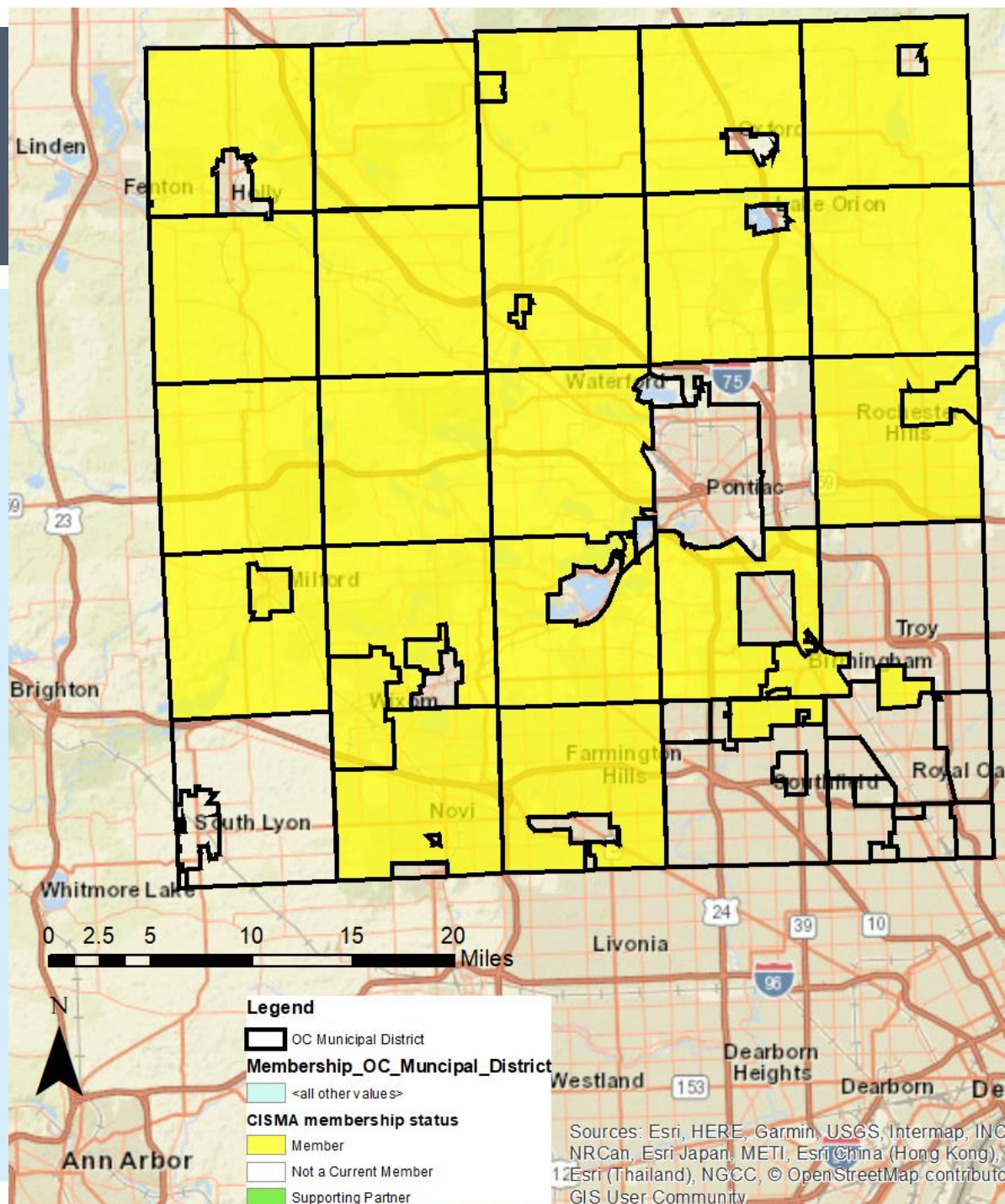
# CISMA MISSION AND GOALS

Collaboration across Oakland County seeking to **support functioning ecosystems and enhance the quality of life** through invasive species management

- Prevention and Education
- Early Detection/ Rapid Response
- Collaborative Long-Term Management









# CISMA - MEMBERS

## ✓ 17 Townships

*Addison, Bloomfield, Brandon, Commerce, Groveland, Holly, Highland, Independence, Milford, Oakland Township Parks and Recreation, Orion, Oxford, Rose, Springfield, Waterford, West Bloomfield Parks and Recreation, White Lake*

## ✓ 13 Cities/Villages

*Beverly Hills, Birmingham Parks and Recreation, Clarkston, Clawson, Farmington Hills, Keego Harbor, Milford, Novi, Ortonville, Rochester, Rochester Hills, Wixom, Wolverine Lake*

## ✓ 4 County Agencies

*Road Commission, Parks and Recreation, Economic Development and Community Affairs, Water Resources Commission*

## ✓ 3 Land Conservancies

*North Oakland Headwaters Land Conservancy, Six Rivers Land Conservancy, Southeast Michigan Land Conservancy*



## ✓ 5 Non-profit organizations

*Clinton River Watershed Council, Friends of the Rouge, Huron River Watershed Council, Oakland University, Royal Oak Nature Society*

## ✓ Supporting partners

*Oakland Conservation District, MSU Extension, Michigan Nature Association, landowners*

# CISMA MEMBER BENEFITS

- Eligibility for millage-funded invasive species treatment projects.
  - CISMA will fund knotweed treatment at Riverside Park
  - CISMA will fund buckthorn treatment at Beverly Park
- ArcGIS online layers for survey and mapping invasive species
  - Assistance with invasive species mapping – we will be conducting sidewalk and driving surveys for knotweed this month.
- Advice on best treatment practices, county invasive species contracts.
- Invasive species training and outreach materials (including brochures)
- Involvement in grants

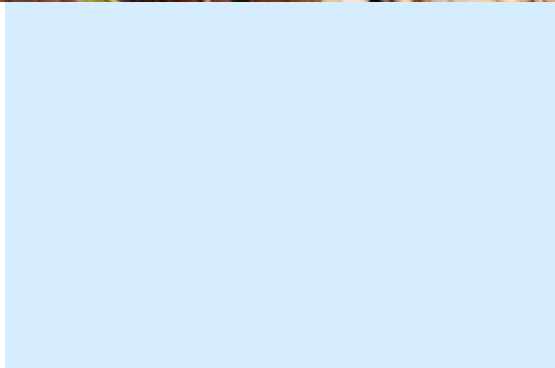
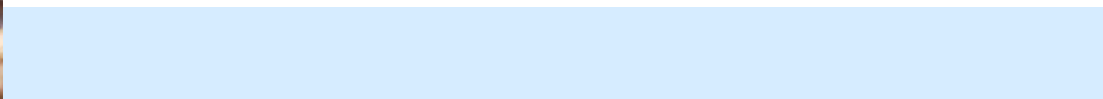
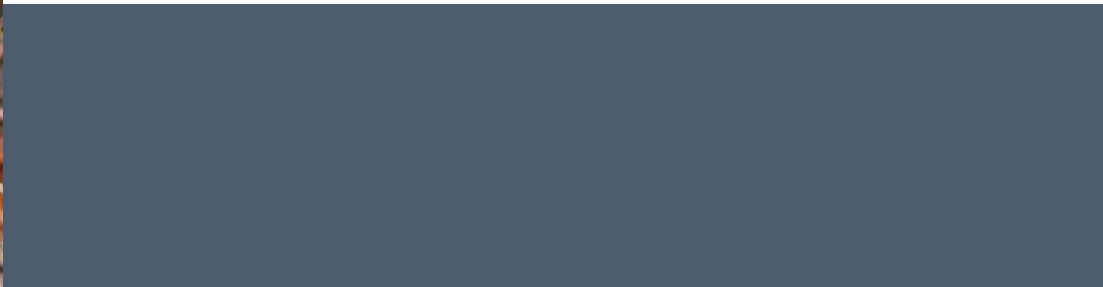
# JAPANESE KNOTWEED

## *FALLOPIA JAPONICA*

- Perennial, herbaceous shrub
- Simple, alternate, broad leaves
- Numerous small, green-white flowers
- Damages infrastructure including breaking through foundations
- Spreads via mowing/cutting; DO NOT COMPOST

















# *PHRAGMITES AUSTRALIS* (COMMON REED)

- Grows up to 20 ft. tall, often in dense monocultures
- Extensive rhizomes
- *Phragmites* stands cause safety concerns (block road view, fire hazard), negatively impact property values
- Chemical and mechanical (cut and drown) control methods



Photo courtesy of Bob Williams



Photo courtesy of Bob Williams

# WOODY INVASIVE SPECIES

## Buckthorn (Common & Glossy)

*Rhamnus cathartica* & *Frangula alnus*

### Common Buckthorn (pictured)

-Shrub/small tree with finely toothed leaves with 3-5 leaf veins, branches may have small thorn at the tip between terminal buds, ripe berries are purplish black in color

### Glossy Buckthorn

-Shrub/small tree with toothless leaves with 8-9 leaf veins, ripe berries may be red to dark purple in color



## Autumn Olive

*Elaeagnus umbellata*

-Shrub/small tree with narrow, oval leaves with finely pointed tips, leaf undersides are silver in color, ripe berries are speckled red

-**RESTRICTED SPECIES** in Michigan, meaning it is unlawful to possess, introduce, import, sell or offer that species for sale as a live organism



## Honeysuckles

*Lonicera* spp.

-Shrubs with simple opposite leaves, some species have strongly pointed ends or "drip tips", ripe berries are commonly bright red, sometimes orange, in color and paired, branches are often hollow

-Native honeysuckles can be distinguished from invasive species by the second-year stems; with non-native, the stems are hollow between the nodes. Native honeysuckles are also less robust





# OTHER INVASIVE SPECIES

Garlic mustard



Chinese yam



# INVASIVE SPECIES MANAGEMENT

- Invasive species control protects public safety and property values.
- Invasive species require long-term management.
- Mapping and monitoring invasive species helps identify problems and provides data for future grant applications.
- Spread the word, not the species! Share our outreach materials.
- Ordinances can be useful in enforcing which species can be planted and/or must be controlled.

# FOR MORE INFORMATION

Check out our website: <https://oaklandinvasivespecies.org/>

Follow us and share materials on Facebook:

<https://www.facebook.com/occisma/>

and YouTube: [tinyurl.com/occismaYT](https://tinyurl.com/occismaYT)

Contact: Erica Clites  
Oakland County CISMA Director

[eclites@sixriversrlc.org](mailto:eclites@sixriversrlc.org)

248-660-0716

Emily Messick  
Oakland County CISMA Field Coordinator

[emessick@sixriversrlc.org](mailto:emessick@sixriversrlc.org)



This project was funded by the Michigan Invasive Species Grant Program ([www.michigan.gov/invasives](http://www.michigan.gov/invasives)), CISMA members and an Oakland County Parks and Recreation millage.



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

**From:** Kristin Rutkowski, Village Clerk/Assistant Village Manager

**Subject:** Our Lady Queen of Martyrs Oktoberfest 5K

**Date:** July 29, 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 is attached.

**Suggested Resolution:**

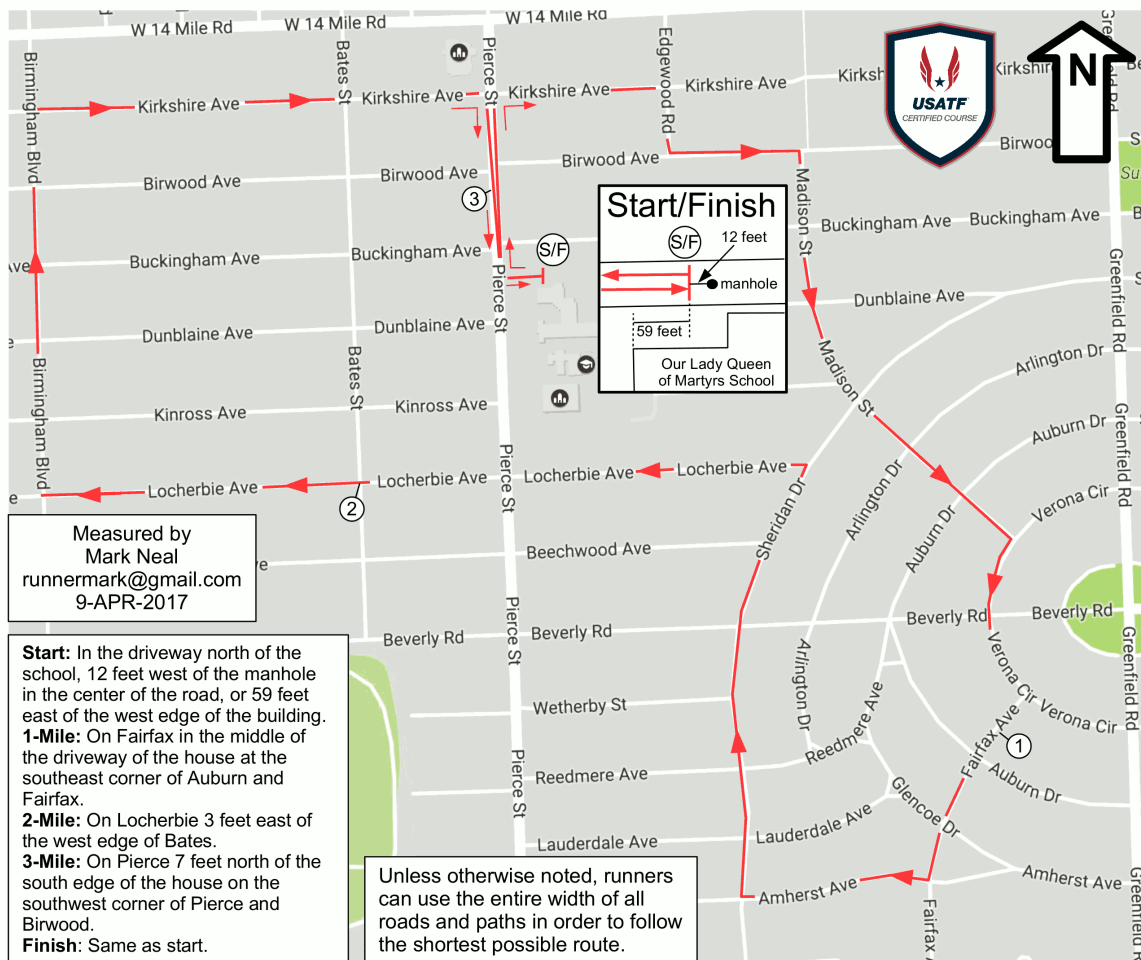
Be it resolved, the Beverly Hills Village Council hereby authorizes Our Lady Queen of Martyrs to hold their annual Oktoberfest 5K run and use the Village streets and sidewalks on Saturday, September 11, 2021 as outlined on the attached map provided that they submit a Certificate of Liability Insurance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

Attachment

USATF Certificate  
MI17009MN

# Our Lady Queen of Martyrs Octoberfest 5k Run/Walk Beverly Hills, Michigan

Effective Dates  
17-APR-2017 to 31-DEC-2027





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

**From:** Kristin Rutkowski, Village Clerk/Assistant Village Manager

**Subject:** OLQM Oktoberfest Sign Request

**Date:** July 29, 2021

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 1<sup>st</sup> and 2<sup>nd</sup>. They have requested to put the sign out on September 4<sup>th</sup> and stated that it would be removed no later than October 6, 2021.

**Suggestion resolution:**

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.



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

**From:** Kristin Rutkowski, Village Clerk/Assistant Village Manager

**Subject:** Municipal Credits and Community Credits Contract with Suburban Mobility  
Authority for Regional Transportation (SMART)

**Date:** July 29, 2021

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 is attached.

**Suggested Resolution:**

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.

Attachment

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2022

I, **CHRIS WILSON**, as the **VILLAGE MANAGER** of the **VILLAGE of BEVERLY HILLS** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period **July 1, 2021** through **June 30, 2022** (Section 1 below), and **Community Credits** available for the period **July 1, 2021** to **June 30, 2022** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$ **10,108.00** in **Municipal Credit** funds as follows:

- |     |   |                                     |
|-----|---|-------------------------------------|
| (a) | Transfer to _____<br><small>TRANSFeree COMMUNITY</small>  | Funding of: \$ _____                |
| (b) | Van/Bus Operations<br>(Including Charter and Taxi services)   | At the cost of: \$ _____            |
| (c) | Services Purchased from SMART<br>(Including Tickets, Shuttle Services/Dial-a-Ride)  | At the cost of: \$ _____            |
| (d) | Services Purchased from Subcontractor<br><u>NEXT</u><br><small>(NAME OF SUBCONTRACTOR)</small><br><small>(See attached Subcontractor Service Agreement)</small> | At the cost of: \$ <u>10,108.00</u> |

**Total \$ 10,108.00**

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by **June 30, 2023**; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$ **16,568.00** in **Community Credit** funds available as follows:

- |     |  |                          |
|-----|--|--------------------------|
| (a) | Transfer to _____<br><small>TRANSFeree COMMUNITY</small>                           | Funding of: \$ _____     |
| (b) | Van/Bus Operations<br>(Including Charter and Taxi services)                        | At the cost of: \$ _____ |
| (c) | Services Purchased from SMART<br>(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Capital Purchases  | At the cost of: \$ _____ |



(e) Services Purchased from Subcontractor

At the cost of: \$ 16,568.00

NEXT

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

**Total \$ 16,568.00**

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in **FY 2022**, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by **June 30, 2024** any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY  
FOR REGIONAL TRANSPORTATION**

**VILLAGE of BEVERLY HILLS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

CHRIS WILSON

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

VILLAGE MANAGER

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A** *(NEXT)*

**PROJECT DESCRIPTION**

Overall Project Description (*Provide a descriptive narrative*):

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---

Service Area (*Provide geographic boundaries*):

---

---

Service Times (*Provide days and hours of service*):

---

---

Eligible User Groups (*Users eligible to use the service*):

---

---

Fare Structure (*Cost to use service*):

---

---

Service Mode (*Describe the number and type of vehicles used and if they are wheelchair lift-equipped*):

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**EXHIBIT B**

**PROJECT OPERATING BUDGET**

Municipality: **VILLAGE of BEVERLY HILLS**

Contract Period: **July 1, 2021 – June 30, 2022**

Account Number: **48204**

**OPERATING EXPENSES:**

Administrative Fee: *(All employees  
other than drivers and dispatchers)*  
(10% max. of MC & CC funds)

Driver Wages

Fringe Benefits

Gasoline & Lubricants

Vehicle Insurance

Parts, Maintenance Supplies

Mechanic Wages

Fringe Benefits

Dispatch Wages

Other *(Specify)*

**Sub-Total (Operating Expenses)**

\$ 0

**PURCHASED SERVICE:**

Taxi Service

Charter Service

SMART Bus Tickets

SMART Shuttle Service

SMART Dial-A-Ride

Other (NEXT)

\$26,676.00

**Sub-Total (Purchased Service)**

\$26,676.00

**CAPITAL EQUIPMENT:**

*(Only list purchases to be made with Community Credits)*

Computer Equipment

Software

Vehicle

Maintenance Equipment

Other (Specify)

**Sub-Total (Capital Equipment)**

\$ 0

**TOTAL EXPENSES:**

**Operating Expenses, Purchased Service,  
and Capital Equipment:**

**\$26,676.00**

**EXHIBIT B, continued (Page 2)**

**REVENUES:**

Municipal Credit Funds	\$ 10,108.00
Community Credit Funds	\$ 16,568.00
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares ( <i>Contracted Service</i> )	
Other ( <i>Specify</i> )	

**TOTAL REVENUE:**

**\$26,676.00**

(Note: ***TOTAL EXPENSES*** must equal ***TOTAL REVENUE***)



**To:** Honorable President George; Village Council Members

**From:** Kristin Rutkowski, Village Clerk/Assistant Village Manager

**Subject:** Second Announcement of ZBA Vacancy

**Date:** July 28, 2021

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](mailto: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.

**VILLAGE MANAGER'S REPORT**  
**CHRIS D. WILSON**  
**JULY 30, 2021**

**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 17<sup>th</sup>. 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 28<sup>th</sup>, 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 25<sup>th</sup>. 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 businesses as possible, and then continue to maintain them going forward through a Special Assessment.



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)

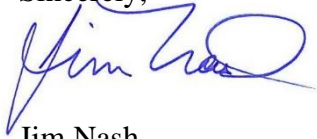
My office has worked on the agreement with the Evergreen-Farmington Sanitary Drain communities over the past several months. The last outreach meeting was held on June 28, 2021. No additional customer comments were received. Therefore, the provided agreement is amenable to all parties. Approval of the 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](mailto: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**

<b><u>Name of Bonds</u></b>	<b><u>Original Principal Amount</u></b>	<b><u>Issue Date</u></b>	<b><u>Maturity Dates</u></b>
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

<b><u>Name of Bonds</u></b>	<b><u>Original Principal Amount</u></b>	<b><u>Issue Date</u></b>	<b><u>Maturity Dates</u></b>
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

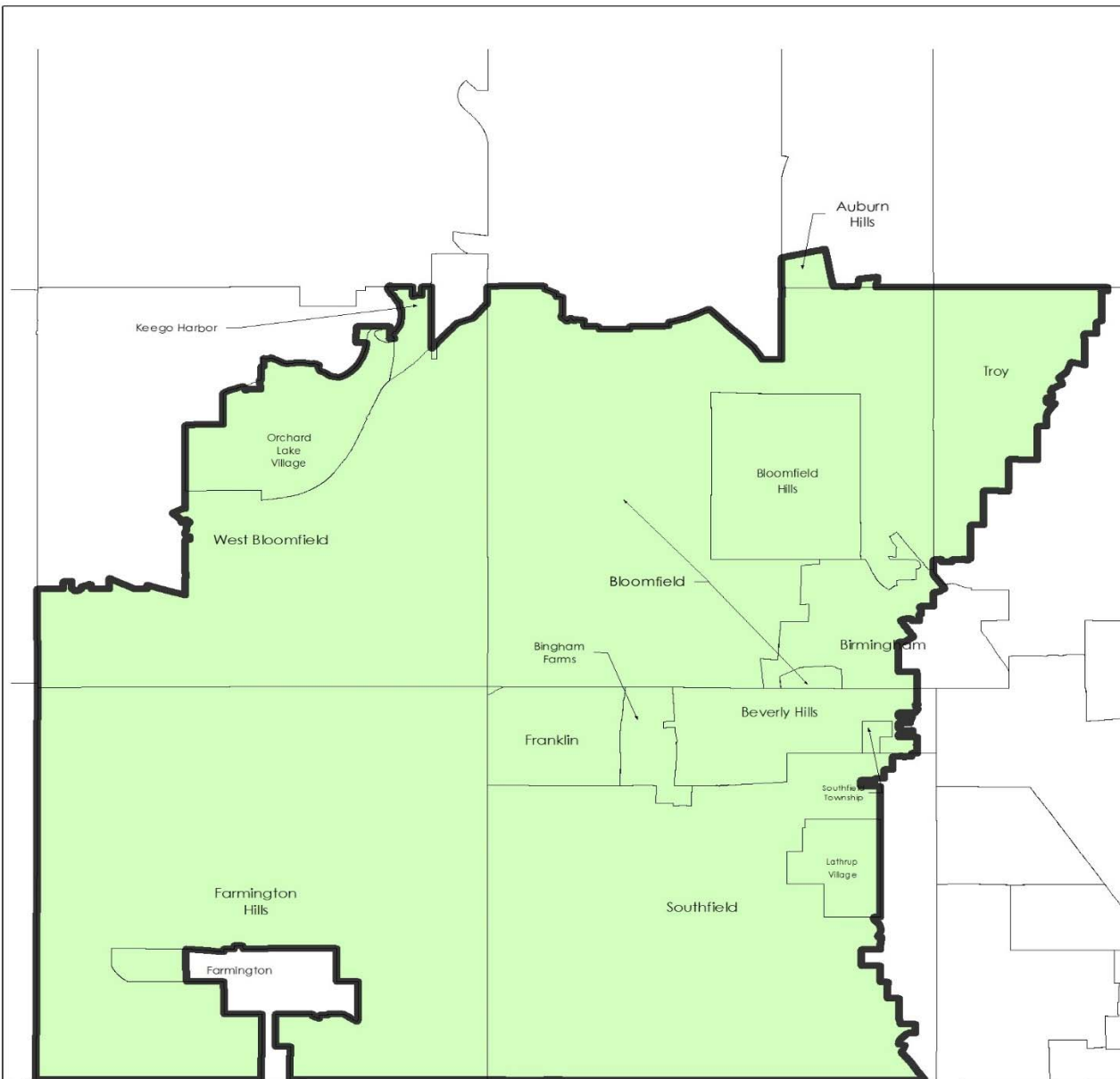
**EXHIBIT 3**

**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

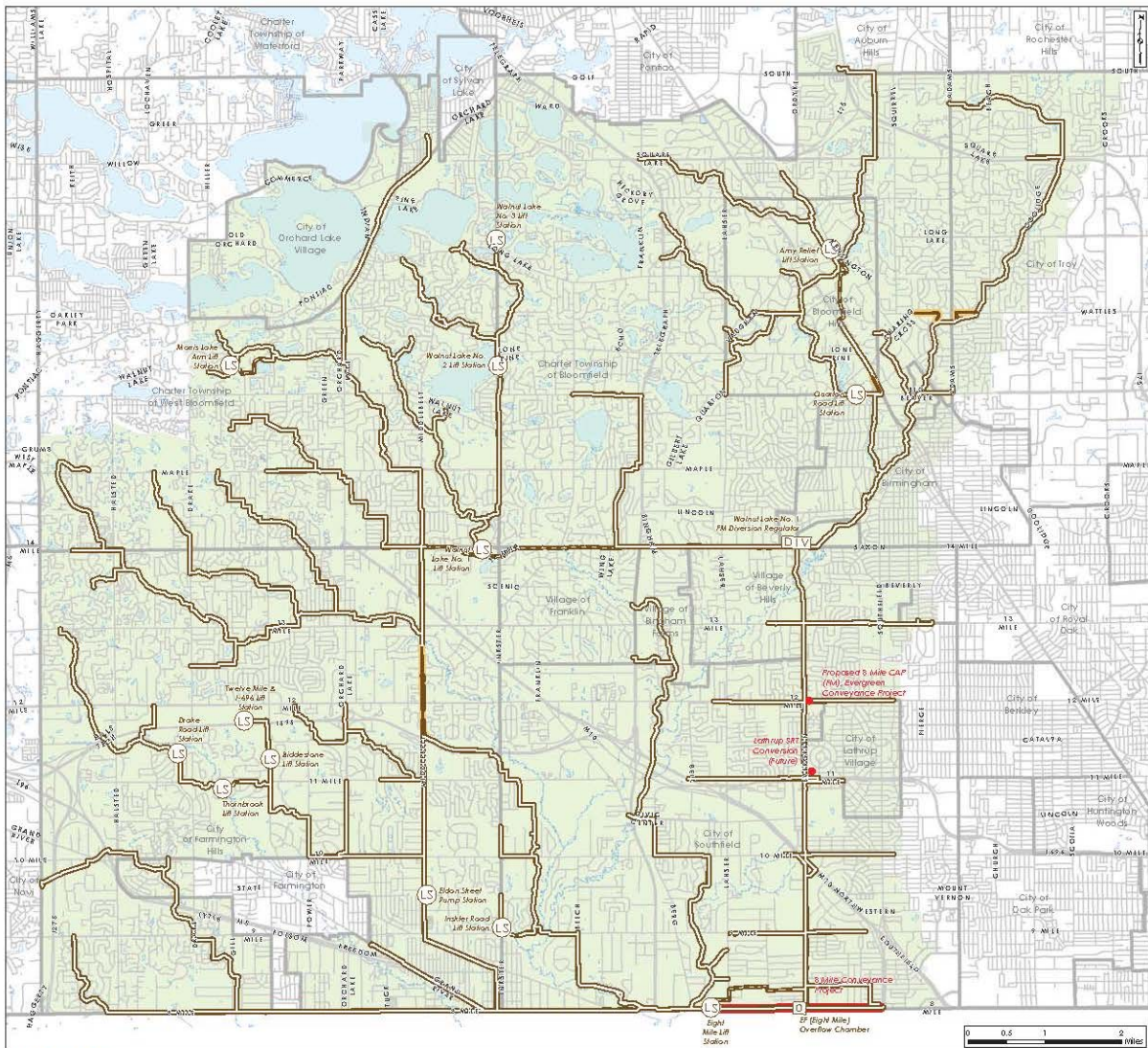
Total Estimated Project Cost: \$5,480,000

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
<b>Total</b>	<b>100.000%</b>			<b>72,700,000</b>



**WRC**  
 WATER RESOURCES COMMISSION  
 Jim Nash

**DISCLAIMER:**  
 The information displayed on this map is compiled from various data sources. While every effort has been made to ensure the accuracy of the information, it is not intended to be used as a substitute for professional engineering or other specialized services. The information is provided for informational purposes only and should not be used for any other purpose without the express written consent of the Water Resources Commission.

Date: 4/1/2021

## Evergreen-Farmington Route and Course

- Overflow Chamber
- EDES County Inflow
- Division Regulator
- EDES Inflow Storage
- Lift Station
- EDES Non-County Inflow
- EDES Outflow

Part 1: 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, 12.0, 13.0, 14.0, 15.0, 16.0, 17.0, 18.0, 19.0, 20.0, 21.0, 22.0, 23.0, 24.0, 25.0, 26.0, 27.0, 28.0, 29.0, 30.0, 31.0, 32.0, 33.0, 34.0, 35.0, 36.0, 37.0, 38.0, 39.0, 40.0, 41.0, 42.0, 43.0, 44.0, 45.0, 46.0, 47.0, 48.0, 49.0, 50.0, 51.0, 52.0, 53.0, 54.0, 55.0, 56.0, 57.0, 58.0, 59.0, 60.0, 61.0, 62.0, 63.0, 64.0, 65.0, 66.0, 67.0, 68.0, 69.0, 70.0, 71.0, 72.0, 73.0, 74.0, 75.0, 76.0, 77.0, 78.0, 79.0, 80.0, 81.0, 82.0, 83.0, 84.0, 85.0, 86.0, 87.0, 88.0, 89.0, 90.0, 91.0, 92.0, 93.0, 94.0, 95.0, 96.0, 97.0, 98.0, 99.0, 100.0



**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%

# **Beverly Hills Public Safety Activity Report**

## **July 16 - 30, 2021**

- The Public Safety Department is currently looking for applicants for Public Safety Officer. Please visit our website, [www.beverlyhillspolice.com](http://www.beverlyhillspolice.com) to see if you qualify.
- For more information on Coronavirus Disease 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>  
Crimedat is down and hopefully be up next week I.T. issues.

### **Better Business Bureau information**

No matter how much you need a loan, don't overlook this big red flag. Companies that allegedly "guarantee" loans without seeing your credit history are likely scams. These scammers charge upfront fees to lock in a loan. But once you hand over the payment, the "lender" vanishes along with your promised money.

Advanced fee loans are illegal in Canada. In Canada and the United States, it is illegal for companies doing business by phone to promise a loan and require payment before they deliver.

#### **How the scam works:**

You receive an email or phone call, or see a flyer or online ad, offering you a great deal on a car, mortgage, payday, or other loan. The company may promise a "guaranteed" low interest rate, or tell you that you qualify for a special program.

There are many versions of this con: home mortgage refinancing, low-cost government loans, student loan consolidation, special grants, or just an emergency loan to pay the bills. The catch is some kind of fee up front, such as a "processing fee" or insurance to get the loan or to lock in the low interest rate. Once you hand over the payment, the "lender" vanishes along with the money.

#### **Tips to spot this scam:**

- **Vague or unclear fees charged before you get the money.** There are often fees charged for loans: application fees, appraisals, credit report fees. A real lender will post those fees prominently and collect them from the money they are lending you, but a scam lender may try to collect them as a condition for you getting money. Any up-front fee you need to pay before getting the loan is a cue to walk away.
- **Avoid guarantees and unusual payment methods.** Real lenders never guarantee a loan in advance. They will check your credit score and other documents before providing an interest rate and/or loan amount and will not ask you to pay an upfront fee. Fees are never paid via Green Dot MoneyPaks, iTunes cards, or wiring money. Unusual payment methods and payments to an individual are a big tip off.
- **Do your research.** Scammers try to trick you by pretending to be from official or trustworthy institutions (including Better Business Bureau or your current lender) or sounding like a known organization. Contact the agency directly to check the program is real. Lenders and loan brokers must register where they do business. To check registration, in the U.S., call your state Attorney General's office or your state's Department of Banking or Financial Regulation. In Canada, contact the Office of the Superintendent of Financial Institutions.

### **CALLS FOR SERVICE**

- 255 Calls for Service.
- 71 Tickets issued.
- 20 Arrests.
- 1 Gun Permit.
- New Alarm on Southfield,
- Radar enforcement on Riverview.
- Officer stopped a speeding car at 56/40 on Lahser road. The driver was arrested for No Driver's License, (never acquired) without incident. The vehicle was towed and the driver had no insurance or proper registration.
- Crime prevention on Turnberry.
- Crime prevention on Pierce.
- Crime prevention on Fairfax.
- Alarm on Crossbow.
- Crime prevention on Beverly.
- Selective enforcement on Greenfield.
- Suspicious circumstances on Hill Crest.
- Officers stopped a vehicle for no plates on 13 Mile road. The driver was arrested for Driving While License Suspended without incident. The plate was hidden in the back window and was improperly displayed.
- Crime prevention on Beverly.
- Officers stopped a vehicle on Southfield for a minor traffic violation and arrested the driver for Driving While License Suspended. The driver also

had several traffic warrants and a PPO against him. The arrest was without incident and the driver was cited and released as the other police agencies did not want to pick him up.

- Alarm on 13 Mile.
- Alarm on 13 Mile.
- Radar enforcement on Lahser.
- Traffic crash on 13 Mile.
- Traffic crash on 13 Mile.
- Fire call on Walmer.
- Wires down on Chelton.
- Miscellaneous complainant on 14 Mile.
- Intelligence information on 13 Mile.
- Traffic crash on 13 Mile.
- Medical on Locherbie.
- Wires down on Nottingham.
- Medical on Evergreen.
- Alarm on 14 Mile.
- Traffic crash on 13 Mile.
- Carbon Monoxide alarm on Elizabeth.
- Crime prevention on Crossbow.
- Medical on Hill crest.
- Alarm on Smallwood.
- Crime prevention on Beverly.
- Welfare check on Warwick.
- Welfare check on 13 Mile.
- Pbt test at the station.
- Parking problem on Elwood.
- Wires down on Southfield.
- Parking complaint on Elwood.
- Assist citizen Norchester.
- Traffic crash on Pierce.
- Motorist assist on Southfield.
- Operation medicine cabinet.
- Medical on 13 Mile.
- Crime prevention on Beverly.
- Suspicious vehicle on Beverly.
- Alarm on Tremont.
- Suspicious person at Huntley square apt.
- Suspicious circumstances at Nottingham.
- Animal complaint on Beverly.
- Crime prevention on Devonshire.
- Assist motorist on Southfield.
- Assist motorist on Southfield.

- Officers stopped a vehicle for no brake lights on Southfield. The driver was did not have a license. The driver was issued a citation for the offense and the vehicle was turn over to the passenger. The passenger had several warrants but the other police agencies advised to release.
- PBT test at the station.
- Suspicious circumstances on 13 Mile.
- Crime prevention on Devonshire.
- Traffic crash on Pierce.
- Hit and run traffic crash on 13 Mile.
- Family trouble on Locherbie.
- Medical on Woodhaven.
- Animal complaint on Alden.
- Alarm on Marimoor.
- Fire truck checks.
- Crime prevention on Beverly.
- Sudden death on Riverside.
- Animal complaint on 13 Mile.
- Warrant arrest at Ferndale PD, ref one of our warrants. Arrest was effected without incident.
- Radar enforcement on Lahser.
- Suspicious persons on Beverly.
- Operation medicine cabinet.
- Crime prevention on Southfield.
- Officers stopped a subject for a minor traffic incident on Pierce. Subject was arrested for several active warrants and for Driving While License suspended without incident.
- Crime prevention on 13 Mile.
- Animal complaint on Lahser.
- Medical on Wilshire.
- Selective enforcement on Greenfield.
- Suspicious person on Bellvine.
- Traffic crash on Southfield.
- Crime prevention on Beverly.
- Medical on Wilshire.
- Officers stopped a vehicle leaving the gas station at night with no lights on. The incident took place on 13 Mile and Southfield. The officers arrested the female driver for Drunk Driving, and Resisting & Obstructing The driver refused the PBT test and a search was obtained for blood. Subject was taken to Beaumont for the blood drawn and later lodged.
- Suspicious person on Evergreen.
- Crime prevention on Southfield.
- Officers stopped a vehicle on Southfield for defective equipment. The driver was arrested for Driving While License Suspended without incident. The driver also had 4 other warrants for traffic warrants.
- Prisoner Transport to Birmingham Pd.



- Crime prevention on Devonshire.
- Crime prevention on Orchard.
- Sudden death on Beverly.
- Assisted Birmingham police on 14 Mile.
- Traffic complaint tree on road way 13 Mile.
- Traffic complaint on 13 Mile.
- Wires down on Robinwood.
- Wires down on Warwick.
- Wires down on Bellvine.
- Crime prevention on Beverly.
- Crime prevention Beverly.
- Selective enforcement on Lahser.
- Selective enforcement on Lahser.
- Crime prevention on Beverly.
- Radar enforcement on Greenfield.
- Tree in road way on Village drive.
- Suspicious person on Cross bow.
- Operation medicine cabinet.
- Radar enforcement on Lahser.
- Crime prevention on Devonshire.
- Welfare check on Lahser.
- Crime prevention on Southfield.
- Crime prevention on 13 Mile.
- Assist citizen on 13 Mile.
- Animal complaint on Southfield.
- Officers stopped a speeding vehicle on Greenfield 41/25 mph. The driver was arrested without incident for Driving while License Suspended (9 times) and several other traffic warrants.
- Crime prevention on Beverly.
- Crime prevention on 13 Mile.
- Crime prevention on Turnberry.
- Assist citizen on Southfield.
- Crime prevention on Charrington.
- Selective enforcement on 14 Mile.
- Crime prevention on Ronsdale.
- Crime prevention on Greenfield.
- Crime prevention on Beverly.
- Crime prevention on Beverly.
- Crime prevention on Tremont.
- Radar enforcement on Evergreen.
- Crime enforcement on Red Oaks.
- Crime prevention on Beverly.
- Crime prevention Devonshire.
- Crime prevention Beverly.

- Selective enforcement Dunblaine.
- Selective enforcement Beaconsfield.
- Selective enforcement East Lady.
- Juvenile problem Birwood.
- Car assist on 13 Mile.
- Assist Bloomfield twp. with traffic on Lahser
- Public relations with bike parade throughout the village.
- Traffic complaint on Southfield.
- A driver was ticketed for throwing litter out on the roadway on Southfield
- Medical assist on Rutland.
- Crime prevention on Beverly.
- Selective enforcement on 14 Mile.
- Crime prevention on Tremont.
- Crime prevention on Riverside.
- Crime prevention at Village Pine.
- Radar enforcement 13 Mile.
- Open building Douglas court.
- Crime prevention Ronsdale.
- Crime prevention Rutland.
- Crime prevention Charrington.
- Radar enforcement on Lahser
- Peace officers duties on Downing place
- Crime prevention on Beverly.
- Crime prevention on Southfield.
- Retail fraud complaint TJ Maxx,
- Car assist (lockout) Greenfield.
- Crime prevention 13 Mile.
- Alarm on Bedford.
- Selective enforcement on Greenfield.
- Suspicious circumstances on 13 Mile.
- Neighborhood trouble Kirkshire.
- Crime prevention Beverly.
- Crime prevention Wilshire.
- Officer stopped a driver for no license plate on Southfield. The driver was arrested for Driving with No License (never applied) without incident. The driver was also wanted for a warrant from Canton. Subject was turned over to Canton police.
- Assist citizen on Southfield.
- Medical on Chelton.
- Officers arrested a subject for drunk driving after stopping a car driving 57/45 mph on Southfield road. The driver refused to take a breath test and a search warrant was obtained. The driver was arrested without incident.
- Alarm on Valley oaks.

- Suspicious circumstances on Riverside.
- Medical on 13 Mile.
- Crime prevention on Beverly.
- Selective enforcement on Greenfield.
- Crime prevention on Walmer.
- Tree in road way on Riverside.
- Road hazard on 13 Mile.
- Assist Oakland county road commission at 14 mile.
- Wires down on Carlelder.
- Trees down and blocking road on Embassy.
- Trees down and blocking road on Plantation.
- Wires down on Embassy.
- Trees over roadway on Marimoor.
- Tree fell on house and car on Elwood.
- Alarm on Southfield.
- Suspicious person on Southfield.
- Assist citizen on Marimoor.
- Crime prevention on Beverly Park.
- Wires down on Stellamar.
- Medical on Robinhood.
- Tree down on Woodhaven.
- Assist citizen on Beechwood.
- Animal complaint on Beverly.
- Traffic crash on Beverly.
- Traffic hazard (tree down) on Riverside.
- Fire truck checks.
- Assist citizen on Auburn.
- Identify theft on Locherbie.
- Alarm on 13 Mile.
- Assist citizen on Buckingham (lock out).
- Civil dispute on Birwood.
- Crime prevention on Beverly.
- Loud party complaint on Beverly.
- Assisted Berkley police with a fleeing and eluding suspect on 13 Mile.  
The suspect was arrested without incident.
- A traffic stop was made on a driver with expired plates on Southfield.  
The driver had his plate confiscate do to fraudulent application. The driver was issued two citation including no insurance. The stop took place without incident.
- Selective enforcement on Southfield.
- Alarm on Beverly.
- Selective enforcement on Pierce.
- Radar enforcement on 14 Mile.
- Crime prevention on Riverside.

- Radar enforcement on Hillview.
- Crime prevention on Devonshire.
- Officers stopped a vehicle for expired plates and arrested the driver for Driving While License Suspended without incident on Southfield
- Crime prevention on Huntley.
- Medical on 13 Mile.
- Officers were called to Mission Pointe to investigate a possible Criminal Sexual Conduct complaint.
- Officers stopped a vehicle for speeding on Beverly and arrested the driver for Drove with No License (never acquired) without incident.
- Smoke investigation on Buckingham.
- Suspicious circumstances on Dunblaine.
- Crime prevention on Beverly.
- Crime prevention on Southfield.
- Crime prevention on Devonshire.
- Crime prevention on Tremont.
- Crime prevention on Charrington.
- Medical lift assist on Vernon.
- Medical lift assist on Village Pines.
- Crime prevention on Beverly.
- Officers were called to a single car accident on Evergreen. The driver was arrested for Drunk Driving but was not hurt during the accident. The driver was arrested without incident.
- Crime prevention on Devonshire.
- Medical on Mayfair.
- Alarm on 13 Mile.
- Assisted Bloomfield Twp. with an injury accident on 14 Mile.
- Crime prevention on Devonshire.
- Radar enforcement on Evergreen.
- Fraud complaint on 13 Mile.
- Radar enforcement on 14 Mile.
- Officers stopped a vehicle on Southfield road for expired plates. The driver was arrested for Driving While License Suspended without incident. The driver also had several other warrants but the other police agency advise to release.
- Alarm on 14 Mile.
- Traffic complaint on Riverside.
- Radar enforcement on Evergreen.
- Assist citizen on Hill crest.
- Officers stopped a vehicle for defective equipment on Southfield and the driver was arrested for Driving While License Suspended without incident.
- Officers were called to perform a car seat check on 13 Mile.
- A report of a stolen license plate at Huntley Square.

- Radar enforcement on Lahser.
- Officers stopped a vehicle for defective equipment and arrested the driver for Driving While License Suspension without incident. The driver also had several warrants from other police agencies but were not able to pick up. Subject was released and advised.
- Assist citizen in a lock out on 13 Mile.
- Crime prevention non Devonshire.
- Park and recreation checks.
- Crime prevention check at Huntley Square.
- Suspicious Person on Beverly.
- Crime prevention on Devonshire.
- Crime prevention on Tremont.
- Crime prevention on Charrington.
- Open building on Nottingham.
- Crime prevention on Red Oaks.
- Reckless driving on 13 Mile.
- Crime prevention on Ronsdale.
- Officers were called to Bed, Bath and Beyond for a customer who passed several one hundred dollar fake bills. The subject was arrested and the evidence was secured. Subject was released pending a warrant request to the Oakland County Prosecutors office.
- Civil matter at Southfield.
- Selective enforcement on Greenfield.
- Radar enforcement on Lahser.
- Officers stopped a vehicle for defective equipment and arrested the driver for Driving While License Suspended on 14 Mile. The arrest was without incident.
- Suspicious circumstances on Beverly.
- Crime prevention on Beverly.
- Fire alarm on Marlin.
- Selective enforcement on Southfield.
- Crime prevention on Huntley.

## **FIRE PREVENTION**

**Fire & Emergency Medical Services**

**Activity Report: 7/15/2021 – 7/28/2021**

- 39 Fire/EMS reports reviewed
- 12 Fire training hours entered into ISO records
- 16 EMS training hours entered into continuing education records
- 1 Training Order issued
- Bi-Weekly NFIRS data export uploaded to FEMA
- Attend CLEMIS advisory meeting via teleconference
- South Oakland Fire Investigative Team Bi-Monthly training

- Supervise Road Patrol
- Update radio identification for new employee
- Complete Property Condition Assessment FOIA request
- Supervise Road Patrol
- Receive and compile County Training Committee Training Needs Survey data for State of Michigan FY2022 report
- Management of BRYX call alerting system for new PSO
- Supervise Road Patrol
- Receive and review county course data from State Fire Marshal's office
- Attend Radio Oversight update via teleconference
- Conduct SOFA Basic Fire Equipment Operator - 2021-2-63-Q54F-0123 training.
- Attend Wednesday Wrap Up with the State Fire Marshal via teleconference

## **INVESTIGATIONS**

- CFS Closed and reviewed 297
- Reviewed 43 case reports for a disposition
- Followed up and reviewed cases of which 31 were closed and 12 remained open
- 12 Case were assigned
- 11 Reports written on current cases
- 32 Current active investigations
- 2 Current pending investigations
- F/U on counterfeit money passed at Bed ,Bath Beyond, interviewed suspect
- Follow up PPO Violation, Protective Party lives in Huntley Apts, Suspect may have stolen license plate
- Follow up possible CSC at Mission Point (Cambridge) Nursing Home, appears to be complaint on type of care, patient on second interview does not believe it was sexual or physical assault.
- Follow up on two Retail Fraud/FTD's
- Follow up on Overdose sudden death, attended autopsy, waiting on toxicology report.
- BYA referral X2



# COFFEE & JAZZ

Beverly Park Pavilion  
18801 Beverly Road  
Sundays: 8/1, 8/22, 9/12  
9:00 - 11:30 a.m. Free!

Featuring Saxophonist Ryan  
Bills, Vibraphonist Rob Pipho,  
Trevor Lamb (Bass), & Sean  
Perlmutter (Drums)



# Concert in the Park

**Friday, August 13, 2021**

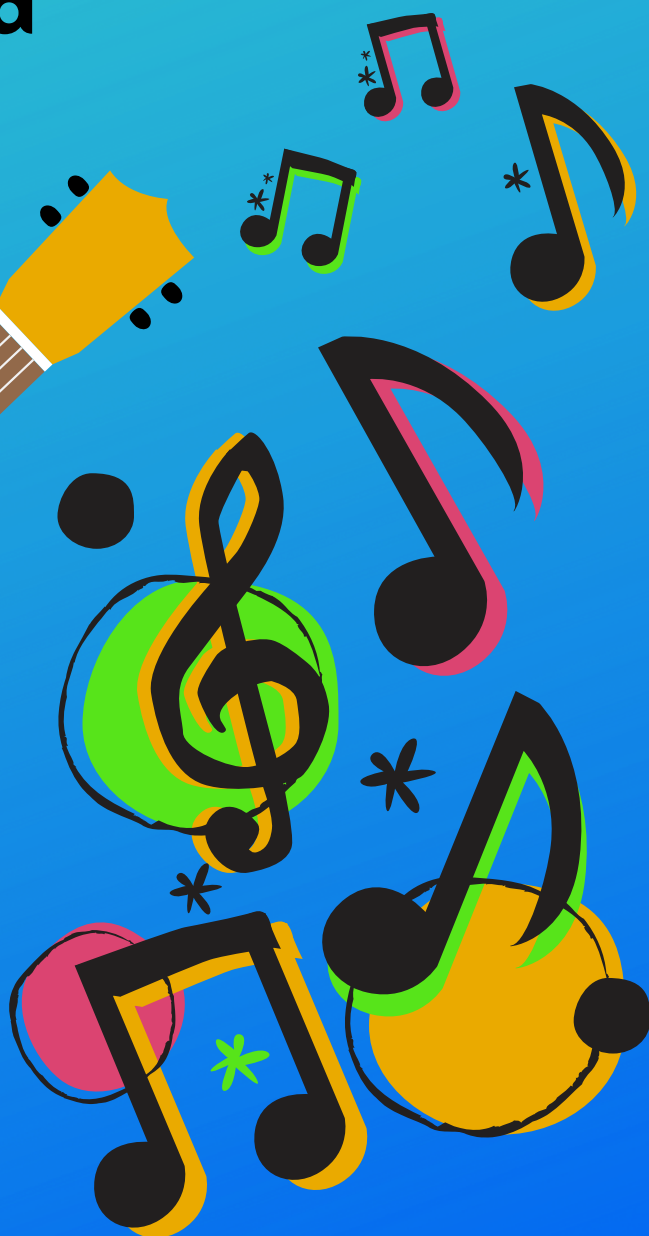
**7:00 PM Beverly Park**

**Featuring two local bands:**

**GT4**

**The Hood**

**Free to attend!  
Family friendly!  
Food trucks!**



**Brought to you by the Village of Beverly Hills  
Parks & Recreation Board**

# **ROAD COMMISSION**

## **for OAKLAND COUNTY**

### **PRESS RELEASE PRESS RELEASE**

**FOR IMMEDIATE RELEASE: July 29, 2021**



**Contact: Craig Bryson, Public Information Officer, (248) 645-2000, ext. 2302 (e-mail: [cbryson@rcoc.org](mailto:cbryson@rcoc.org))**  
**Visit RCOC online at [www.rcocweb.org](http://www.rcocweb.org)**

#### **GREENFIELD ROAD CLOSURE FROM 13 MILE RD TO 14 MILE RD ON THE ROYAL OAK/BEVERLY HILLS BORDER, HAS BEEN EXTENDED UNTIL LATE AUGUST**

**Beverly Hills, MI** —Consumers Energy will keep Greenfield Road closed to through traffic from 13 Mile Road to 14 Mile Road on the Royal Oak/Beverly Hills border for gas main replacement work until late August.

Consumers had previously expected to reopen the road in late July; however, the delays are due to numerous utility conflicts and delays in receiving necessary pipes to complete the work.

Northbound Greenfield Road remains open for local traffic only with access to homes and businesses maintained. Southbound Greenfield Road will remain closed.

The detour for through traffic is 13 Mile Road to Southfield Road to 14 Mile Road, back to Greenfield Road and vice versa.

The work is being done under a permit issued by the Road Commission for Oakland County (RCOC). This section of Greenfield Road carries approximately 17,860 vehicles per day.

--- # # # ---





Yvette Collins  
Director  
AT&T Michigan  
221 N. Washington Square  
Lansing, MI 48833  
Office: (517) 334 3708  
Fax: (517) 334-3429

July 14, 2021

Ms. Lisa Felice  
Executive Secretary  
Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, MI 48917

Dear Ms. Felice

Michigan Bell Telephone Company, doing business as AT&T Michigan ("AT&T"), submits its Fourteenth Annual Video Report to the Michigan Public Service Commission ("MPSC") and franchising entities in the State of Michigan regarding its deployment progress, as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended) or "Video Act". AT&T is separately providing a copy to each Clerk in the Michigan Communities where AT&T has launched its U-verse<sup>SM</sup> TV service.

If you have any questions, please contact me on (517) 334-3708.

Sincerely,

A handwritten signature in blue ink, appearing to read "Yvette Collins", with a long horizontal flourish extending to the right.

Yvette Collins

Enclosures

cc: Clerks in Franchised Communities  
Mr. Ryan McAnany, Michigan Public Service Commission Director



# **AT&T Michigan**

## **Annual Video Report**

July 14, 2021

## STATUS OF AT&T'S VIDEO SERVICE DEPLOYMENT IN MICHIGAN

Michigan Bell Telephone Company, doing business as AT&T Michigan ("AT&T"), submits its fourteenth Annual Video Report to the Michigan Public Service Commission ("MPSC" or "Commission") and franchising entities in the State of Michigan regarding its deployment progress, as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended) or "Video Act".<sup>1</sup>

On January 1, 2007, Michigan's Video Act became effective. AT&T launched its Internet Protocol TV ("IPTV") service called AT&T U-verse® TV on May 21, 2007 in parts of over 50 communities in the Detroit and Ann Arbor areas. AT&T has now obtained franchise agreements and provides its U-verse TV service in 341 communities.

Section 9(2) of the Video Act provides that it is a defense to an alleged violation of Section 9(1) of the Video Act if a provider has met either of two conditions: (1) within 3 years at least 25% of households with access to the provider's video service are low-income households; or (2) within 6 years and from that point forward at least 30% of households with access to the provider's video service are low-income households. AT&T has met both conditions.<sup>2</sup>

With respect to Section 9(3) of the Video Act: (1) AT&T provided access to its video service to over 50% of the households in its telecommunications service area within 6 years of the date it began providing video service, and (2) AT&T Michigan no longer has more than 1,000,000 telecommunications access lines in the state.<sup>3</sup>

AT&T recently completed its fourteenth year of providing video service in the state. AT&T does not deny access to service to any group of potential residential subscribers because of race or income.

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<sup>1</sup> See Section 9(4) of the Video Act: "Each provider shall file an annual report with the franchising entity and the commission regarding the progress that has been made toward compliance..."

<sup>2</sup> See Section 9 (2) of the Video Act: "It is a defense to an alleged violation of subsection (1) if the provider has met either of the following conditions: (a) Within 3 years of the date it began providing video service under this act, at least 25% of households with access to the provider's video service are low-income households. (b) Within 5 years of the date it began providing video service under this act and from that point forward, at least 30% of the households with access to the provider's video service are low-income households."

<sup>3</sup> "If a video service provider is using telecommunication facilities to provide video services and has more than 1,000,000 telecommunication access lines in this state, the provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication service area in the state within 3 years of the date it began providing video service under this act and to a number not less than 50% of these households within 6 years. A video service provider is not required to meet the 50% requirement in this subsection until 2 years after at least 30% of the households with access to the provider's video service subscribe to the service for 6 consecutive months."



## **AT&T'S INVESTMENT IN MICHIGAN'S WORKFORCE AND INFRASTRUCTURE**

AT&T invests billions to build the advanced networks that create jobs and fuel economic growth in Michigan. From 2018 through 2020, AT&T invested more than \$1.4 billion in its Michigan wireless and wireline networks. AT&T provides customer service to all of its customers via call centers, in-person locations and 24/7 online.

### **AT&T'S U-verse® TV PRODUCT**

For current U-verse customers, the product provides both live video programming and on-demand and interactive content.

U-verse TV includes:

- Ability to access more than 242 IPTV National HD channels.
- Ability to record up to 4 shows at once with Total Home DVR.
- Ability to stream shows virtually anywhere on their phones or tablets.
- AT&T's deployment of Public, Educational, and Government (PEG) continues with communities who have requested AT&T to carry their PEG programming on U-verse TV.
- Online 24/7 customer service and technical support available at <https://www.att.com/support/topic/u-verse-tv/>