

Village of Beverly Hills
Regular Village Council Meeting
Tuesday, June 1, 2021

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

Zoom link: <https://us02web.zoom.us/j/87529702959>

Meeting ID: 875 2970 2959

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 May 18, 2021.
2. Review and file **bills** recapped as of Monday, May 24, 2021.

Business Agenda

1. **Proclamation** Declaring June as Pride Month in the Village of Beverly Hills.
2. Review and consider **request** from Next to host Oktoberfest event at the Beverly Park pavilion on September 16, 2021.
3. Review and consider **request** from Baldwin Public Library to host Interactive Story Book Trail events at Beverly Park in June, July, and August 2021.
4. Review and consider Parks & Recreation Board's **request** to host Concert in the Park on July 16, 2021.
5. Review and consider Parks & Recreation Board's **request** to host Movie in the Park on August 24, 2021.
6. Review and consider Parks & Recreation Board's **request** to waive sales restrictions for Village sponsored events at Beverly Park in 2021.
7. Review and consider **lighting repairs** and upgrade in Public Safety Department Apparatus Bay.
8. Review and consider approval of **Cost Participation Agreement** with Road Commission for Oakland County for Traffic Control Device.
9. Review and consider FY 20-21 **budget amendments**.

Topics for Council Discussion

1. Work Assignments

a. Sewer and Drainage - Tracy Kecskemeti, John George, Rock Abboud

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.

- b. Sidewalks
 - i. Safe Routes Grants - John George, Rock Abboud
 - ii. TAP Grant for Evergreen - John Mooney, Rock Abboud
- c. Parks - Lee Peddie, Tracy Kecskemeti, Racheal Hrydziusko
- d. Council Procedures - Rock Abboud, John Mooney
- e. Traffic Calming - Ryan O'Gorman, Racheal Hrydziusko
- f. Planning / Master Plan review - Lee Peddie, other as helpful
- g. Development strategy - Ryan O'Gorman, other as helpful

Public comments

Manager's **report**

Council comments

Adjournment

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

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

REGULAR COUNCIL MEETING MINUTES – MAY 18, 2021 – PAGE 1

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

Absent: None

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

President George called the regular Village Council meeting to order at 7:30 p.m. virtually via Zoom due to the ongoing COVID-19 pandemic. The Pledge of Allegiance was recited by those in attendance.

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Roll Call Vote:
Motion passed (7-0)

SPECIAL ORDER OF BUSINESS – UPDATE FROM REPRESENTATIVE KYRA HARRIS BOLDEN

Ravynne Gilmore from Representative Bolden’s Office was in attendance and provided budget updates, spoke about the COVID Emergency Rental Assistance (CERA) program, and stated that the Representative would be recognizing frontline workers. She provided a legislative update about motorcycle insurance and updates to the face mask requirements. She encouraged residents to reach out to Rep. Bolden via email at kyrabolden@house.mi.gov.

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

James Osmer, Riverside Drive, thanked traffic control for the installation of the speed sign at Riverside and Warwick. He commented on the Southfield/Beverly Road stop light line, which is set back from the intersection, and suggested the sign be highlighted so drivers stop in the appropriate location.

CONSENT AGENDA

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

1. Review and consider approval of minutes of a regular Council meeting held May 4, 2021
2. Review and file bills recapped as of Monday, May 10, 2021.
3. Review and consider resolution appointing SOCRRA representative and alternate for Fiscal Year 2021/2022.
4. Review and consider resolution appointing SOCWA representative and alternate for Fiscal Year 2021/2022.

Roll Call Vote:

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

Motion passed (7-0)

BUSINESS AGENDA

PROCLAMATION DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

Senator Rosemary Bayer was in attendance and spoke in support of Moms Demand Action and the proposed proclamation.

President George read the following proclamation:

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Village of Beverly Hills, Michigan to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Michigan has 1,212 gun deaths every year, with a rate of 12.1 deaths per 100,000 people. Michigan has the 3151 highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in the Village of Beverly Hills, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is the mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 4, 2021 to recognize the 24th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to Hadiya Pendleton and other victims of gun violence; and

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

the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya' s friends, who asked their class- mates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 4th, the first Friday in June in 2021, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 4, 2021 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that President John George of the Village of Beverly Hills declares the first Friday in June, June 4, 2021, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

SECOND ANNOUCEMENT OF VARIOUS BOARD/COMMISSION VACANCIES

The following is a list of board members whose terms expire on June 30, 2021. All of the members have been notified of their term expiration and those listed below wish to be considered for reappointment. The names in parenthesis are not seeking reappointment. Council agreed in November of 2008 to make these vacancies open to the public as well as the currently seated member.

Birmingham Area Cable Board

Ray Kamoo

Parks & Recreation Board

Janice Hausman
Jennifer Ruprich
(William Kondak)

Planning Commission

Andrew Drummond
George Ostrowski
Robert Ruprich

Zoning Board of Appeals

Chris Crossen
David Crawford
Karen Mitchell
Charlotte Keller – Alternate
(Christina Gennari – Alternate)

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

All full member terms are for three years beginning July 1, 2021 and expiring June 30, 2024. In order to stagger the ZBA Alternate terms, one vacant ZBA Alternate term will be for two years beginning July 1, 2021 and expiring June 30, 2023. Beginning July 1, 2023, this position will have a three-year term again, expiring June 30, 2026, and every three years thereafter.

All interested and eligible residents of Beverly Hills are encouraged to apply. Descriptions of each Board/Commission can be found on the Village website by selecting “Boards/Commission” under the “Government” tab. The deadline for applications is Wednesday, June 2, 2021. Applications are available on the Village website or by emailing the Village Clerk at krutkowski@villagebeverlyhills.com.

This constitutes the second announcement of the vacancies with appointments scheduled to take place at the June 15, 2021 regular Village Council meeting.

RECEIVE AND FILE HRC’S REPORT REGARDING RIVERSIDE BRIDGE

Wilson provided an overview of the report submitted by Hubbell, Roth, and Clark, Inc. dated May 14, 2021 regarding the Riverside Bridge deck investigation. Wilson recommended the Village include the recommended bridge improvements with the concrete work bid to be performed later this year.

Motion by Mooney, second by Abboud, be it resolved, the Beverly Hills Village Council instructs Administration to prepare the necessary documents to seek bids in conformity with the memorandum issued by HRC to correct the deficiencies in the Riverside Bridge at the earliest possible date.

Roll Call Vote:
Motion passed (7-0)

RECEIVE AND FILE CASH AND INVESTMENT SUMMARY AND REVENUE AND EXPENDITURE REPORT DATE ENDING MARCH 31, 2021

Wilson provided an overview of the Cash and Investment Summary which includes all cash accounts and CD’s as of March 31, 2021 for all funds. Also presented was the Revenue and Expenditure Report which includes revenue and expenditures for the General Fund, Major Road Fund, Local Street Fund, Public Safety Department, Library Fund and Water/Sewer Operation Fund for the 9 months ended March 31, 2021. The Revenue and Expenditure Report does not include prepaid and accrual adjustments that are reflected in the year end audited financial statements. Actual compared to budget financial results are monitored and budget amendments presented for approval, as necessary.

Motion by Mooney, second by Peddie, the Beverly Hills Village Council receives and files the Cash and Investment Summary and Revenue and Expenditure Report date ending March 31, 2021.

Roll Call Vote:
Motion passed (7-0)

ITEMS FOR COUNCIL DISCUSSION

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

1. POTENTIAL CHICKEN ORDINANCE

The Council discussed the idea of a backyard chicken ordinance, which has been a topic of conversation among the community as of late.

Kecskemeti acknowledged all of the comments received and conversations had around the idea of a chicken ordinance. She stated it has not been a productive conversation and would like Council to decide on a path forward or how to proceed with this topic.

George acknowledged that this topic opened a can of worms, so to speak. He discussed different routes the Council could take. He stated that there is nothing for Council to vote on right now, so he is not inclined to move this issue forward.

Hrydziuszko thanked residents for their input. She stated that she ran for Council on this issue, but would like community support before moving it forward.

Mooney thanked everyone who sent emails and expressed their opinions. He expressed interest in maintaining the character of the community. He suggested putting this issue on the ballot.

Peddie stated that the Council would need more community involvement to move this forward.

Abboud noted that he is a public servant who listens to and hears the community.

Village Attorney Ryan provided clarification on the Zoning Board of Appeals procedure and ballot procedure.

2. PRIDE MONTH DESIGNATION

Hrydziuszko gave an overview of Pride Month and gave examples of what other municipalities do to recognize the LGBTQ+ community, from resolutions to festivals. She stated she has received requests from residents to bring this item to Council.

PUBLIC COMMENTS

Tony Lott, Riverside, commented on reputation, trust, and transparency. He stated the chicken discussion was not published in the last Villager newsletter.

Richard Mannassa, Buckingham, stated he did not want the chicken issue on the ballot.

Stephanie Jones, Beverly Road, commented on the Pride Month designation and asked at what point is every individual represented.

Lisa Mosner, Englewood, asked whether the chicken debate is worth dividing the community.

Diane Brody, Sunset, expressed concerns over enforcement of backyard chickens.

Gabriel Ervin, Riverside, was concerned with transparency and the tone of the dialogue in the chicken debate.

Kate Buck, Old Stage Road, was disheartened by comments and misinformation surrounding the chicken conversations. She supports a backyard chicken pilot program.

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

Kaitlin Borra, Eastlady, was disappointed with the negativity around the chicken conversation and supports moving forward.

Adam Beslove, Lahser, stated backyard chickens would not impact property value. He talked about caged chickens and chicken tractors.

Tom Maxwell, Lauderdale, spoke in opposition to backyard chickens.

Amy Bumbaugh, Waltham, expressed concern that chickens would attract coyotes and rats, be noisy, and negatively impact property values. She does not want to see this issue polarizing people and suggested it go to a vote.

Dale Wolicki, Amherst, commented on the Code Enforcement report. He suggested a lecture be given by an officer from the Department of Licensing and Regulatory Affairs.

Dale Young, Verona Circle, commented on the population density in the area and stated he was opposed to backyard chickens.

MANAGER'S REPORT

Wilson provided an update on state mask requirements and updating the Village Office hours next month. He also provided an update on public meetings and social distancing. He stated there was a car jacking at 13 Mile Road and Evergreen recently and there is an ongoing multijurisdictional investigation.

The Village Office will be closed on Monday, May 31, 2021 in observance of Memorial Day. Trash collection will be delayed one day that week.

COUNCIL COMMENTS

O'Gorman stated that while the chicken issue has been a great learning experience, the conversation has become hostile. He stated that it is important to start talking to one another again cordially. He is looking forward to the upcoming events, such as the Concert in the Park.

Kecskemeti stated that she appreciated O'Gorman's comments. She is listening to people's comments. She stated that people can disagree without being disagreeable. She stated to be mindful of the construction on Greenfield Road.

Abboud provided an update on Next and stated he attended an in-person meeting there earlier that day. He thanked teachers for their hard work during the pandemic.

Peddie thanked all of the community members for attending the meeting.

Mooney requested that the Council President communicate Village issues with the Council, especially when the Manager is absent. He acknowledged the chicken comments received via email. He stated he has never seen this type of reaction to an issue in the Village and thinks there is no need to upset the residents.

Hrydziusko reminded everyone that there is a Parks & Recreation Board meeting on Thursday, May 20th at Beverly Park. She stated she had been asking for a conversation about backyard chickens first as a resident and then as a council member. She said if there is not support for the issue, then she will not move it forward. She also stated that people who want chickens need to be engaged and part of the conversation.

George thanked everyone who attended the meeting, commented, and sent emails. He thanked Rutkowski for coordinating the email deliveries to Council. He thanked all of the volunteers who participated in the Park Clean Up on May 15. He agreed that Council could be doing better and that there are other issues Council could be focusing on, such as sewers and sidewalks.

Mooney left the meeting at 10:07 p.m.

ADJOURNMENT

Motion by Abboud, second by Hrydziusko, to adjourn the meeting at 10:10 p.m.

Roll Call Vote:

Motion passed (6-0)

John George
Council President

Kristin Rutkowski
Village Clerk



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 05/11/2021 THROUGH 05/24/2021.

ACCOUNT TOTALS:

101	GENERAL FUND	\$146,419.36
202	MAJOR ROAD FUND	\$7,883.31
203	LOCAL STREET FUND	\$9,675.20
205	PUBLIC SAFETY DEPARTMENT FUND	\$90,010.58
268	LIBRARY FUND	\$127,890.25
285	RETIREE HEALTH CARE FUND	\$6,569.69
592	WATER/SEWER OPERATION FUND	\$237,420.65
701	TRUST & AGENCY FUND	\$1,606.15
	TOTAL	\$627,475.19
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	\$627,475.19
	GRAND TOTAL	\$627,475.19

05/21/2021 10:30 AM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 05/24/2021 - 05/24/2021

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
05/24/2021	COM	83657	60415	ADOBE INC.	648.34
05/24/2021	COM	83658	60217	AMAZON CAPITAL SERVICES	63.59
05/24/2021	COM	83659	60427	ANNA LEONARD	250.00
05/24/2021	COM	83660	31164	APOLLO FIRE APPARATUS	491.16
05/24/2021	COM	83661	53284	APPLIED IMAGING	18.42
05/24/2021	COM	83662	02100	BALDWIN PUBLIC LIBRARY	127,890.25
05/24/2021	COM	83663	32748	BEIER HOWLETT,P.C.	1,092.00
05/24/2021	COM	83664	30920	BELLE TIRE	857.99
05/24/2021	COM	83665	60416	BENITA BROWN-DENHAM	458.00
05/24/2021	COM	83666	51409	BEVERLY HILLS ACE	13.22
05/24/2021	COM	83667	30861	BLUE CARE NETWORK	38,564.49
05/24/2021	COM	83668	50489	BOB ADAMS TOWING	535.00
05/24/2021	COM	83669	60424	CAROLYN PACKARD	250.00
05/24/2021	COM	83670	59347	CINTAS CORPORATION #31	66.09
05/24/2021	COM	83671	30909	CMP DISTRIBUTORS	1,115.97
05/24/2021	COM	83672	31925	COALITION OF PUBLIC SAFETY	17,627.74
05/24/2021	COM	83673	51439	COMCAST	101.85
05/24/2021	COM	83674	04500	COMEAU EQUIPMENT CO INC.	27,468.03
05/24/2021	COM	83675	32507	CONCENTRA MEDICAL CENTERS	202.50
05/24/2021	COM	83676	50826	CONSUMERS ENERGY	587.38
05/24/2021	COM	83677	59589	CORE & MAIN	277.20
05/24/2021	COM	83678	60425	CUB SCOUT PACK 1016	250.00
05/24/2021	COM	83679	60418	DAVID CHEKAL	500.00
05/24/2021	COM	83680	58748	DEWOLF & ASSOCIATES	565.00
05/24/2021	COM	83681	60421	ERIN HITCHCOCK	250.00
05/24/2021	COM	83682	31228	EXXONMOBIL	3,637.37
05/24/2021	COM	83683	60422	FIVE ALARM LEADERSHIP, LLC	3,735.27
05/24/2021	COM	83684	60414	GARY LEUNG	200.00
05/24/2021	COM	83685	60206	GREAT LAKES WATER AUTHORITY	969.72
05/24/2021	COM	83686	60429	GROVES BASKETBALL BOOSTERS	250.00
05/24/2021	COM	83687	53583	GUARDIAN	7,298.22
05/24/2021	COM	83688	49646	GUNNERS METERS & PARTS INC.	305.00
05/24/2021	COM	83689	59010	HUNT SIGN COMPANY	58.00
05/24/2021	COM	83690	39070	J.H. HART URBAN FORESTRY	340.00
05/24/2021	COM	83691	59423	JAMES HEALY	520.00
05/24/2021	COM	83692	51101	JANICE HAUSMAN	500.00
05/24/2021	COM	83693	60357	JEAN USNER	250.00
05/24/2021	COM	83694	60419	JOHN MCGRATH	250.00
05/24/2021	COM	83695	09300	KELLER THOMA	43.75
05/24/2021	COM	83696	60420	KEVIN GOOD	250.00
05/24/2021	COM	83697	53316	LANG'S ON-SITE SERVICES	135.00
05/24/2021	COM	83698	59116	MARGARET A.S. BEKE	105.00
05/24/2021	COM	83699	60417	MELISSA CAHILL	346.00
05/24/2021	COM	83700	60413	METROPOLITAN COMPOUNDS, INC.	648.60
05/24/2021	COM	83701	59614	MICHIGAN MUNICIPAL LEAGUE	148.80
05/24/2021	COM	83702	59330	MIKE SAVOIE CHEVROLET	1,011.49
05/24/2021	COM	83703	60428	MOLLY FRANK-BRYSTOWSKI	250.00
05/24/2021	COM	83704	58903	MUNIWEB	188.00
05/24/2021	COM	83705	51799	NYE UNIFORM EAST	1,277.65
05/24/2021	COM	83706	59533	NYHART	10,000.00
05/24/2021	COM	83707	51751	O.C.W.R.C.	33,807.83
05/24/2021	COM	83708	59735	OAKLAND COMMUNITY COLLEGE/CREST	4,300.00
05/24/2021	COM	83709	60012	OAKLAND COUNTY PARKS	550.00
05/24/2021	COM	83710	50830	OAKLAND COUNTY TREASURER'S	206,075.41
05/24/2021	COM	83711	14100	OBSERVER & ECCENTRIC	358.38
05/24/2021	COM	83712	50451	ROBERT GINTHER	1,044.99
05/24/2021	COM	83713	50466	ROGER ST. JEAN	22.00
05/24/2021	COM	83714	16500	S.O.C.R.R.A.	30,463.00
05/24/2021	COM	83715	59282	SAFEBUILT INC.	75,301.70
05/24/2021	COM	83716	60423	SARA BRESNAHAN	41.31
05/24/2021	COM	83717	38145	SOUTHFIELD POSTAL SERVICE	1,045.00
05/24/2021	COM	83718	59597	TRULINE INC.	8,079.00
05/24/2021	COM	83719	59027	TYLER MCVETY	250.00
05/24/2021	COM	83720	60426	TYLER PETCOFF	250.00
05/24/2021	COM	83721	14800	VILLAGE OF BEVERLY HILLS	4,000.00
05/24/2021	COM	83722	14800	VILLAGE OF BEVERLY HILLS	5,000.00
05/24/2021	COM	83723	58681	VILLAGE OF BEVERLY HILLS	127.48
05/24/2021	COM	83724	20900	ZIP ETC INC	3,897.00

COM TOTALS:

Total of 68 Checks:	627,475.19
Less 0 Void Checks:	0.00
Total of 68 Disbursements:	627,475.19



Proclamation Declaring June 2021 as LGBTQ+ Pride Month

WHEREAS, the Village of Beverly Hills, MI cherishes the value and dignity of each person and appreciates the importance of equality and freedom; and

WHEREAS, all are welcome in the Village of Beverly Hills, MI to live, work, play, and every family, in any shape, deserves a place to call home where they are safe, happy, and supported by friends and neighbors; and

WHEREAS, the Village of Beverly Hills, MI denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to our fundamental principles; and

WHEREAS, Pride month began in June of 1969 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ and allied friends rose up and fought against the constant police harassment and discriminatory laws that have since been declared unconstitutional; and

WHEREAS, the Village of Beverly Hills, MI appreciate the cultural, civic, and economic contributions of lesbian, Gay, Bisexual, Transgender, Queer, plus (LGBTQ+) community which strengthen our social welfare; and

WHEREAS it is imperative that young people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders; and

WHEREAS, despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love.

NOW THEREFORE I, John George, President of the Beverly Hills Village Council proclaim the month of June 2021 as LGBTQ Pride Month in the Village of Beverly Hills, MI and urge residents to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality, liberty, and justice.



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Next Oktoberfest September 16, 2021

Date: May 27, 2021

Administration received a request from Birmingham Next to hold their annual Oktoberfest event at the Beverly Park pavilion on Thursday, September 16, 2021 from 4:00 to 8:00 p.m. They requested that the rental fees be waived. Next has hosted this event at the pavilion in the past.

At their May 20, 2021 meeting, the Beverly Hills Parks & Recreation Board recommended the Village Council approve Next's request to host the Next Oktoberfest event at the Beverly Park pavilion on Thursday, September 16, 2021 from 4:00 to 8:00 p.m. and recommended that the Council waive the pavilion rental fees for the event. The Board also rescheduled their September meeting date from September 16th to September 15th to accommodate Next's requested use of the pavilion.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves Next's request to host the Next Oktoberfest event at the Beverly Park pavilion on Thursday, September 16, 2021 from 4:00 to 8:00 p.m. and waives the pavilion rental fees for the event provided that a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's Office prior to the event.



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Baldwin Public Library Interactive Story Book Trail

Date: May 25, 2021

The Village received a request from Baldwin Public Library to host an Interactive Story Book Trail Program at Beverly Park once a month during Summer 2021. The proposed dates/times are June 23, July 14, and August 4 from 1:00 to 4:00 p.m. Baldwin is proposing that a representative from the library set up a table at the beginning of the trail and pass out activity kits for families to complete while they are on the trail. They would require registration for a kit and would space the registration times out. For example, participants could register for 1:00 p.m., 1:30 p.m., or 2:00 p.m. etc. to space out visitors so they do not arrive all at once. Baldwin is requesting use of one table from the Village for this event. This request does not have a budget impact on the Village.

At their May 20, 2021 meeting, the Beverly Hills Parks & Recreation Board recommended the Village Council approve Baldwin Public Library's request to host an Interactive Story Book Trail Program at Beverly Park on June 23, July 14, and August 4 from 1:00 to 4:00 p.m. provided that they submit a Certificate of Liability Insurance to the Clerk's Office prior to the event. Furthermore, Baldwin Public Library may use one table from the Village for the program.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves Baldwin Public Library's request to host an Interactive Story Book Trail Program at Beverly Park on June 23, July 14, and August 4, 2021 from 1:00 to 4:00 p.m. provided that they submit a Certificate of Liability Insurance to the Clerk's Office prior to the event. Furthermore, Baldwin Public Library may use one table from the Village for the program.



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Concert in the Park

Date: May 27, 2021

The Parks & Recreation Board is requesting Council's approval to host a second Concert in the Park on Friday, July 16, 2021 at Beverly Park beginning at 7:00 p.m. The Board held a successful concert event in June of 2019 and has a concert scheduled on June 4, 2021.

At their May 20, 2021 meeting, the Parks & Recreation Board passed a motion to recommend the Village Council approve their request to have a Concert in the Park on Friday, July 16, 2021 at 7:00 p.m. not to exceed \$1,500.00, with the performer(s) to be determined. Part of the expense would include a stage rental from Oakland County Parks in the amount of \$550.00 (agreement attached). While COVID-19 mask and gathering restrictions are being relaxed, whatever safety protocols are in place at the time of the event will be followed.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves the Parks & Recreation Board's request to host a Concert in the Park on Friday, July 16, 2021 at 7:00 p.m. at Beverly Park with expenses not to exceed \$1,500.00, Further, the Council authorizes Administration to execute the Facility/Property Use Agreement with Oakland County Parks. Funds for this expense are available in account 101-747-894.00.

Attachment



FACILITY/PROPERTY USE AGREEMENT

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

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

Address:

Contact Person:

Telephone Number:

E-Mail Address:

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

Event/Activity:

Date/Start Time and End Time:

Fee:

Amount of Security Deposit:

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

Yes No

Is this reservation/event for a Wedding?

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

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

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

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

Reservation Number:

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

Signature

Date

Name & Title:

GENERAL TERMS AND CONDITIONS

1. Use of Property.

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

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

2. **Liability/Assurances.**

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

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

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

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

INSURANCE REQUIREMENTS

A. Insurance Questions.

Yes No

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

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

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

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

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

\$1,000,000 Products/Completed operations

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

\$2,000,000 General Aggregate Limit

Commercial General Liability Insurance shall contain the following minimum coverages:

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

2. Supplemental Coverages – As Needed

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

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

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

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

RULES FOR SPECIFIC FACILITY/PROPERTY

Activity Centers/Lodges/Club Houses

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

Bleachers/Stages

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

Buses

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

Ellis Barn

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

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

Horse Barns

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

Pavilions (Not applicable to Shelters located in Waterparks)

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

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

Waterpark Shelters

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



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Movie in the Park

Date: May 28, 2021

The Parks & Recreation Board is requesting Council's approval to host a Movie in the Park on Tuesday, August 24, 2021 at Beverly Park beginning at dusk. The Board held successful Movie in the Park events in the past. Last year the Board selected August 19, 2021 as the proposed date for the movie night in the Village calendar, but the screen is unavailable that date, so they have now requested August 24th instead.

At their May 20, 2021 meeting, the Parks & Recreation Board passed a motion to recommend the Village Council approve their request to have a Movie in the Park with expenses not to exceed \$1,500.00. However, after receiving the final prices from the Carey and Paul Group for the screen (\$1,400.00) and from Swank Motion Pictures for the license of *Raya and the Last Dragon* (\$685.00), Administration recommends Council approve the Movie in the Park with expenses not to exceed \$2,200.00.

While COVID-19 mask and gathering restrictions are being relaxed, whatever safety protocols are in place at the time of the event will be adhered to.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves the Parks & Recreation Board's request to host Movie in the Park on Tuesday, August 24, 2021 at dusk at Beverly Park with expenses not to exceed \$2,200.00. Further, the Council authorizes administration to execute the movie screen agreement with Carey and Paul Group and the exhibition agreement with Swank Motion Pictures, Inc. Funds for this request are available in account 101-747-896.60.

Attachments

Quote

Contract

Invoice



This Contractual Agreement is created on Friday, May 28, 2021. The undersigned client agrees to retain the Artist(s) identified in this contract for the following engagement:

1. Artist or Item to be Provided: 25' Inflatable Movie Screen (See Confirmation #4534402 for details)
2. Date(s) of Engagement: Tuesday, August 24, 2021
3. Type of Engagement: Family Movie Event
4. Hours of Engagement: Movie to begin at dusk (arrival about 1 hour before)
5. Agreed Price for Engagement: \$ 1400.00 due on day of engagement.
6. Name, Address and Place of Engagement: 18801 Beverly Rd Beverly Hills MI 48025
7. A NON-REFUNDABLE DEPOSIT of \$00 payable to Carey and Paul Group hereafter referred to as CPG, as Agent for artist(s) and must be received no later than receipt of this contract to validate this Agreement. If this Contractual Agreement is not signed within 10 days of creation it may become null and void.
8. THE BALANCE of \$1400.00 shall be made payable to Carey and Paul Group day of engagement unless arrangements have been agreed upon.

THE FINE PRINT

9. Should inclement weather conditions occur during performance, making it impossible to start and or complete the performance, artist(s) shall nevertheless be paid the full contracted price. If possible, Client is asked to have an alternate indoor sight available as a backup plan. Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Client shall remain liable for payment to Artist.

9. (A) Inclement weather including but not limited to:

High wind gusts- should be taken seriously and should be evaluated thoroughly before movie begins.

Water/dampness- equipment shall be properly covered in the event of rain to ensure no damage done.

10. If as the result of a Force Majeure Event (as defined below), CLIENT or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then Client's and Artist's obligations here under will be fully excused, there shall be no claim for damages or expenses by Artist. Notwithstanding the foregoing a. Client shall be obligated and liability to Artist for such proportionate amount of the payment provided for herein as may be due here under for any performance(s) which which CLIENT may have rendered up to the time of the inability to perform by reason of such Force Majeure Event, and (b) in the event of such non-performance as a results of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then CLIENT shall nevertheless pay Client an amount of equal to the full GUARANTEE plus all other payments and compensation here under. For clarification, the event of cancellation to due to any Force Majeure Event, and whether or not ARTIST is ready, wiling and able to perform, Client shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for Client/Artist and entourage pursuant to the terms of this Agreement.

10. (A) Wherever possible, a cancellation due to a Force Majeure will be rescheduled.

11. A "Force Majeure "event" shall mean any one or more of the following acts which makes any performance(s) by the CLIENT or ARTIST contemplated by this Agreement impossible, infeasible or unsafe; acts of God; act(s) or regulation(s) of any public authority or bureau, civil, tumult, epidemic, pandemic, acts(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which Client and or Artist reasonably believe jeopardizes the safety of Artist, any of Artists' equipment, musicians or other performers, or any of the Client's key personnel; embargoes, labor disputes (including delay of transportation; death, disability, illness, injury or other inability to perform of Artist, any of Artist's musicians, other performers, crew representatives or advisors, any of Artist's family members, and any of whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement, or other similar or dissimilar causes beyond the contract or Artist or Client which may make performance(s) contemplated by this agreement impossible, infeasible, or unsafe.

12. The person signing this Contractual Agreement on behalf of the client represents that she/he/they have the authority to do so and to bind the client to the terms hereof.

13. It is understood by the client that Carey and Paul Group is not liable for damages in connection with claims resulting from bodily injury, death, or property damages arising out of this performance.

14. This contract shall not constitute a joint venture between Carey and Paul Group and either or both the Artist(s) and the client who remain solely liable for their own acts, commissions, or omissions as regard to each other or to any other fourth party.

15. The Agreement for the Artist to engage in the stated performances is subject to impossibility occurring by reason of sickness, family relocation, accident or incidents of transportation, Acts of God, or other legitimate conditions beyond the Artist's control.

16. The Artist hereby represents that the performance will be conducted in a professional and responsible manner.

17. This Contract shall be governed by the laws of the State of Michigan.

18. Attorney Fees and Costs: If payment due under this Contract is not timely made by Purchaser, then CPG shall be entitled to recover, in addition to the payment itself and any late fees specified in this Contract, any and all reasonable costs and attorney fees incurred in connection with the collection of the delinquent payments.

19. Entire Agreement: This agreement represents and contains the entire agreement and understanding between Parties. With respect to the subject-matter of this agreement, and supersedes any and all prior and written agreements and understandings. No representation, warranty, condition, understanding or agreement of any kind with respect to the subject-matter of this Agreement shall be relied upon by either party except those contained in the written agreement.

20. This and any of the Artists riders, addenda, exhibits or attachments thereto constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never part of this Agreement.

21. In the event of any inconsistency or conflict between the provisions of this Agreement and the provision of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to CLIENT and ARTIST

shall control.

22. SPECIAL INSTRUCTIONS:

[Quote](#)[Contract](#)[Invoice](#)

Carey & Paul Group
Dynamic Event & Entertainment Concepts

QUOTE 4534402
ISSUED May 28, 2021

FROM Carey and Paul Group
P. O. Box 187
Troy, MI 48099

TO Village of Beverly Hills
Kristen Rutkowski
18500 W. 13 Mile Rd
Beverly Hills, MI 48025

ITEM	QUANTITY	PRICE	TOTAL
25' Movie Screen, Projector, Technician August 24, 2021 Movie to begin at dusk (arrival and setup about one hour before) 25' Inflatable Screen 6500 11.K Christie Projector Professional sound system Blue Ray Player/Computer Delivery Setup and Tear down Professional Technician on site Insurance	1	\$1,400.00	\$1,400.00
** Client is responsible for providing movie in a DVD blue ray format and electricity.			
***In the event of inclement weather please call Richard Paul at 586-489-8435 by 3:00pm day of engagement to reschedule to a mutually agreed upon date in 2021.			
Location: 18801 Beverly Road Beverly Hills MI 48025 Set up is south of the pavillion on the grass before the park path. Contact Jen Ruprich 248-229-5203			

Subtotal: **\$1,400.00**
Tax **\$0.00**

Total: \$1,400.00

To indicate your acceptance of the above, click the button below.

SWANK
MOTION PICTURES, INC.

Exhibition Request Form

Contact Information		
Organization Name: Title: Phone Number: Email Address:	Contact Name: Department: Secondary Phone Number:	
Organization Mailing Address:	Organization Billing Address: (if different from mailing)	Organization Shipping Address: (if different from mailing)

Payment Information	
Does your organization require a Purchase Order? <input type="radio"/> Yes <input type="radio"/> No Are you tax exempt? * <input type="radio"/> Yes <input type="radio"/> No	Credit card info: _____ Name (as it appears on card): Card number: Expiration date: _____ Card billing zip code: _____ <small>Please reference our payment terms below.</small> Do you permit us to keep the card on file for future orders? <input type="radio"/> Yes <input type="radio"/> No

Screening Location
How many different locations will you be screening your movies? Address of screening location: Name of screening location: <input type="radio"/> Indoor <input type="radio"/> Outdoor Blankets/Chairs <input type="radio"/> Drive In # of miles away from the nearest commercial drive in or brick and mortar theater: Is your screening location located in the parking lot of or in an adjacent parking lot of a commercial drive in or brick and mortar theater? <input type="radio"/> Yes <input type="radio"/> No

Event Details
Are you charging admission or suggesting a donation for the event? <input type="radio"/> Yes <input type="radio"/> No If so, how much? Anticipated Crowd Size: (Indoor or Outdoor Blankets/Chairs) Please describe how you plan to promote your event Anticipated Crowd Size: (Drive-In)

Requested Movies				
Movie Title	Date of Screening	Do you need Swank to provide a rental DVD or Blu-Ray for an additional \$30 round trip shipping and handling fee, or will you provide your own?		
		<input type="radio"/> Send DVD	<input type="radio"/> Send Blu-Ray	<input type="radio"/> Will Provide Our Own
		<input type="radio"/> Send DVD	<input type="radio"/> Send Blu-Ray	<input type="radio"/> Will Provide Our Own
		<input type="radio"/> Send DVD	<input type="radio"/> Send Blu-Ray	<input type="radio"/> Will Provide Our Own

Terms and Conditions	
Please check the boxes to acknowledge you have read and accepted the terms	
<input type="checkbox"/>	COVID-1 PANDEMIC RESTRICTIONS – You are fully aware and in compliance of the current shelter in place, stay at home, isolation or quarantine orders for your State, County and City in the area and date in which your screening is planned to take place. You are also aware of your local restrictions in regard to essential and non-essential businesses. Swank assumes no responsibility in ensuring the compliance of your organization or screenings as it relates to the state and local shelter in place orders.
<input type="checkbox"/>	Cancellations – Notification of a change or cancellation must be given at least 10 business days prior to your event. If an unforeseen circumstance (i.e. inclement weather, equipment malfunction, etc) prevents you from hosting your event you have up to one year in which to reschedule the same movie at no additional licensing fees. Notify your Account Executive the following business day so they can note the last minute cancellation on your account. Please note that the invoice is due at the time of your original show date.
<input type="checkbox"/>	Advertising – If you are hosting a drive in event, we ask that you refrain from using the term “drive in” in your advertising. Some alternate recommendations include “Carpool Cinema” and “Wheels and Reels”. You are permitted to use the studio approved artwork provided by Swank Motion Pictures. These images can be accessed on our website. Please note that these images may not be edited or altered and must include the copyright symbol and studio name. Advertising through media such as radio, television or newspaper is prohibited. Promotions by means of a lighted sign, billboard or marquee that can reasonably be seen by the general public may not include the name of the movie. If this policy is violated or your screening becomes openly competitive with a commercial theater, your screening(s) maybe canceled without notice.
<input type="checkbox"/>	Moratoriums – It is understood that in rare instances it may be necessary for a Studio, in its sole discretion, to withdraw a movie from exhibition. In the event of a withdrawal you may substitute for an alternate title or cancel the event without obligation to Swank Motion Pictures.
<input type="checkbox"/>	Admission Charges or Suggested Donations – If you are charging admission for the event, the total cost of the licensing will be the quoted rate versus 50% of gross ticket sales whichever is greater. You must submit an audience report, including number of tickets sold, ticket price and total box office within 48 hours of your event. A credit card must be kept on file and any applicable overages will be auto charged. Failure to complete audience reports or pay for overages on time will result in suspension of future licenses.
<input type="checkbox"/>	Payment – Advanced payment is required prior to your screening in order for your license to be valid. If admission is being charged for your event, a credit card must be kept on file and any applicable box office overages will be automatically charged. * If you are tax exempt please provide a copy of your state tax exemption certificate.

Authorized Signature:

Printed Name:

Date:

Complete and return to your Account Executive

Email:



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Request from Parks and Recreation Board to waive sales restrictions at Beverly Park for Village sponsored events in 2021

Date: May 27, 2021

Per Chapter 6.03 of the Municipal Code, “[n]o amusement for gain or for which a charge is made can be conducted in a park without consent of the Village Council. . .”

The Parks and Recreation Board would like to have food trucks and other vendors at upcoming events in Beverly Park and has requested the Village Council waive all sales restrictions at Beverly Park for Village sponsored events for calendar year 2021. These events include: the Concerts in the Park, Movie in the Park, Read in the Park, and Halloween Hoot.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council hereby waives sales restrictions at Beverly Park for Village sponsored events in calendar year 2021.



Beverly Hills Department of Public Safety

Memo

To: Richard Torongeau, Director
From: Howard Shock, Deputy Director
Date: 5/13/21
Re: Fire Apparatus Bay Lighting Upgrade

Background

Beverly Hills Public Safety Apparatus Bay has twenty-five light fixtures that were installed when the building was built in 1989. Eleven of the light fixtures are no longer working. All of the light fixtures have some form of damage. The light fixtures were hung low in order to provide adequate light but the height has interfered with the operation of some tools. Moisture from washing the fire trucks has resulted in corrosion. Beverly Hills preferred vendor, Truline Electric indicated it would be cost prohibitive to repair or replace select fixtures. The current fluorescent bulbs are a custom size and expensive to purchase.

Equipment

Truline Electric evaluated the space and recommended I-Beam IBE LED fixtures by Lithonia Lighting. The fixtures have a 5-year warranty and are corrosion resistant. Truline will be removing the old fixtures and rewiring the circuits with 12 new LED fixtures. Once the invoice is paid Administration will complete the DTE Energy Efficiency Program for Business application to capture grant funds provided by DTE. Funds for this project have been budgeted for in the 20/21 FY budget.

Resolution

Be it resolved, Village Council approve invoice 10057 in the amount of \$7,904.00 provided by Truline Inc., 21521 Statler, St. Clair Shores, MI 48081. Funds for this purchase are available in account 205-900-977.00.



ELECTRICAL CONTRACTOR
21521 Statler • St. Clair Shores, MI 48081
586-435-2333

Invoice

Date	Terms	Invoice No.
04/30/21	Due on receipt	10057

Bill To:
Beverly Hills Police and Fire Dept. 18600 13 Mile Rd. Beverly Hills, MI 48025

Project Location:
Police and Fire Dept.

Description	Amount
Removed existing flourescent light fixtures in truck bays	
Extended lighting circuits to new fixture locations	
Installed and wired 12 new LED fixtures in 4 rows, 3 fixtures in each row	
**New fixtures are LED and rated for an average life of 100,000 hours. They also have a 5 year warranty and are DLC premium rated.	
Parts	3,159.00
Lift Rental	1,000.00
Labor	3,745.00
Thank you for your business!	Total \$7,904.00
	Payments/Credits \$0.00
	Balance Due \$7,904.00

Memorandum

To: Honorable John George, Village President; Village Council
From: Chris D. Wilson, Village Manager
CC: Sheila McCarthy, Finance Director
Date: 5/28/2021
Re: Cost Participation Agreement for Southfield and Beverly Road Signal Upgrade

The Village has received a proposal from the Road Commission for Oakland County (RCOC) for signal upgrades at the intersection of Southfield Road and Beverly Road. The proposed upgrades would modernize the traffic signals and pedestrian crossings to improve the functionality and safety of this intersection for motorists and pedestrians.

The total proposed cost of these upgrades would be \$230,000. The Village would be responsible for funding half of the costs of these upgrades, or \$115,000. Village Administration has met with RCOC staff regarding this intersection and has reviewed this proposal. While not a complete or total solution to the issues with traffic safety along the Southfield Rd. corridor, Village Administration feels that this proposal would increase traffic and pedestrian safety and is a worthy investment at this time.

A representative from RCOC will be present at the meeting to discuss this matter and answer any question that Council may have.

RECOMMENDATION – *resolve to approve and authorize the Village Manager to execute the Agreement for Traffic Control Device with the Road Commission for Oakland for the intersection of Southfield Rd. and Beverly Rd. in an amount not to exceed \$115,000. Funds for this expenditure are available in Fund # 202-474-934.02.*

**STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

Type of Work: Traffic Signal Modernization and Maintenance

Location: Southfield Road & Beverly Road

Signal No: 117

Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, removal, maintenance, modernization and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioners of the County of Oakland.) Invoices for costs are to be billed monthly by the Road Commission for Oakland County ("RCOC").

DIVISION OF COSTS

AGENCY	MODERNIZATION		MAINTENANCE
	Percent	Estimated Cost	Percent
RCOC	50 %	\$ 115,000.00	50 %
Village of Beverly Hills	50 %	\$ 115,000.00	50 %
Total	100 %	\$ 230,000.00	100 %

It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("BILLINGS"). The RCOC will pay the invoices for the BILLINGS and subsequently invoice the VILLAGE OF BEVERLY HILLS seeking reimbursement for payment of the BILLINGS pursuant to the division of costs stated above. The RCOC's payment of the BILLINGS shall be included as maintenance costs on the RCOC invoice to the VILLAGE OF BEVERLY HILLS.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the RCOC. The VILLAGE OF BEVERLY HILLS is the agency responsible for the costs related to installation. The VILLAGE OF BEVERLY HILLS is the agency responsible for participating in maintenance costs, and the RCOC will invoice the VILLAGE OF BEVERLY HILLS for the maintenance costs pursuant to the division of costs stated above.

VILLAGE OF BEVERLY HILLS shall pay all RCOC invoices within 30 days of the date of the invoice.

Each party to this agreement will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the agreement, as provided by this agreement or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This agreement is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this agreement.

In the event the traffic control device referred to in this agreement is located on a road or street that is under the jurisdiction of the RCOC and by virtue of this agreement will be maintained by an agency other than the RCOC, then and in that event the said agency hereby acknowledges that it is undertaking the RCOC's duty to maintain the said traffic control device, further agrees to provide insurance coverage protecting the RCOC, and further agrees to provide a Certificate of Insurance acceptable to the RCOC upon the agency's execution of this agreement.

This agreement is terminable on thirty days written notice by any party. The VILLAGE OF BEVERLY HILLS shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:
ROAD COMMISSION FOR OAKLAND COUNTY

Date_____

By_____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

APPROVED:
VILLAGE OF BEVERLY HILLS

Date_____

By_____

Title of Authorized Official

*Certified copy of resolution must be submitted with this form for new installations.

Memorandum

To: Honorable President George; Village Council
CC: Chris D. Wilson, Village Manager; Tom Ryan, Village Attorney; Peggy Linkswiler, Treasurer
From: Sheila McCarthy, Finance Director
Date: May 28, 2021
Re: FY 2020-2021 Budget Amendments

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

There are General Fund amendments adjusting various revenue and expenditure accounts to estimated year end balances. Included in the amendments are property taxes adjusted to final actuals. Permit revenues and expenditures have been adjusted upward due to continued strong activity. Constitutional revenue has been adjusted upward to reflect increased money received from the State due to passthrough of Federal stimulus money. The effect of the amendments is a net of revenue and expenditure increase of \$151,049.

In Major Roads and Local Roads there are amendments adjusting various revenue and expenditure accounts to estimated year end balances. There are amendments increasing Act 51 revenue received from the State. The effect of the amendments is a net of revenue and expenditure increase of \$57,607 in Major Roads and a net of revenue and expenditure increase of \$65,000 in Local Roads.

In the Public Safety Fund there are various revenue and expenditure adjustments to expected actuals. Included in the amendments are property taxes adjusted to final actuals. Amendments are included for the final PSPHPR Cares Act Payroll Reimbursement Grant payment and South Oakland Fire Association revenue received in addition to the Risk Avoidance Grant expected to be received before year end. Various overtime accounts are adjusted upward as a result of manpower shortage and COVID-19. The effect of the amendments is a net of revenue and expenditure increase of \$96,989.

In the Library Fund there are amendments adjusting property taxes received and expenditures paid out to actuals. The effect of the amendments is a net of revenue and expenditure decrease of (\$3,420).

In the Capital Fund there are amendments decreasing interest income and decreasing capital vehicle purchases. The 2 police cars budgeted were not able to be purchased in this fiscal due to COVID-19. The effect of the amendments is a net of revenue and expenditure increase of \$71,100.

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

Recommended Resolution

Be it resolved that the Village of Beverly Hills Council authorizes Village Administration to transfer or adjust monies reserved in the General, Major Roads, Local Roads, Public Safety Fund, Capital Fund and Library fund as reflected in the May 28, 2021 memorandum from Finance Director, Sheila McCarthy.

Village of Beverly Hills
Proposed Budget Amendments included in the Preliminary Budget to Council 6.1.21
FY 2021

a/c	Fund	Account Description	Budget before Amendments	Amendment	Revised Budget	
		General Fund Revenue Amendments				
101-000-403.00	General	Current Property Taxes	1,169,933	17,800	1,187,733	Adjust to final property taxes received
101-000-410.00	General	Rubbish Taxes	778,585	8,133	786,718	Adjust to final property taxes received
101-000-445.00	General	Penalty & Interest Taxes	7,000	7,116	14,116	Adjust to final property taxes received
101-000-477.00	General	Building Permits - Village	35,000	8,000	43,000	Increased level of permits
101-000-477.50	General	Building Permits - Safebuilt	210,000	50,000	260,000	Increased level of permits revenue
101-000-480.50	General	Plumbing Permits - Safebuilt	27,000	5,000	32,000	Increased level of permits
101-000-529.00	General	CDBG Revenue Received	8,000	(7,500)	500	Adjust for decreased activity
101-000-629.00	General	Platting & Rezoning Fee	5,000	(4,000)	1,000	Adjust for decreased activity
101-000-653.00	General	Park Improvement Fees	5,000	11,500	16,500	Adjust to level of activity
101-000-675.10	General	Donations Memorial Day	6,000	(6,000)	-	No donations received, event cancelled
101-000-674.00	General	Cable TV Franchise Fee	150,000	(20,000)	130,000	Adjust to approximate expected actuals
101-000-576.00	General	State Sales Tax - Constitutional	749,041	175,000	924,041	Addl received due to Federal stimulus passed to State
		Net Revenue Amendment Increase (Decrease)		245,049		
		General Fund Expenditure Amendments				
101-371-807.00	General	Safebuilt Code Enforcement	60,000	(15,000)	45,000	Adjust to expected level at year end
101-371-810.00	General	Planning & Engineering Consultant	25,000	(10,000)	15,000	Adjust to expected level at year end
101-371-806.00	General	Building Inspector Fees - Safebuilt	214,000	115,000	329,000	Increased permit activity
101-440-814.00	General	Rubbish Collection	587,711	10,000	597,711	Adjust to expected level at year end, addl costs due to flood
101-440-816.00	General	Rubbish Disposal	195,904	5,000	200,904	Adjust to expected level at year end, addl costs due to flood
101-747-884.01	General	CDBG Grants to BASCC - Expenses Paid	8,000	(5,000)	3,000	Adjust for reduced level of activity
101-747-896.50	General	Memorial Day Parade Expenses	7,000	(6,000)	1,000	Adjust for reduced level of activity
		Net Expenditure Amendment Increase (Decrease)		94,000		
		Net of Revenues & Expenditures		151,049		
		Major Road Fund Revenue Amendments				
202-000-672.00	Major	Special Assessment Received	1,000	4,665	5,665	Adjust to Actuals Received
202-000-547.00	Major	State Build Michigan	11,750	2,942	14,692	Addl monies received from the State for FY21
202-000-546.00	Major	State Gas & Weight Tax	723,633	50,000	773,633	Addl monies received from the State for FY21
		Net Revenue Amendment Increase (Decrease)		57,607		
		Major Road Fund Expenditure Amendments				
		Net Expenditure Amendment Increase (Decrease)		-		
		Net of Revenues & Expenditures		57,607		
		Local Road Fund Revenue Amendments				
203-000-546.00	Local	State Gas & Weight Tax	305,501	65,000	370,501	Addl monies received from the State for FY21
		Net Revenue Amendment Increase (Decrease)		65,000		
		Local Road Fund Expenditure Amendments				
		Net Expenditure Amendment Decrease		-		
		Net of Revenues & Expenditures		65,000		
		Public Safety Fund Revenue Amendments				
205-000-403.00	Public Safety	Current Property Taxes	5,515,932	57,712	5,573,644	Adjust to final property taxes received
205-000-505.01	Public Safety	Public Safety Sofa Revenue	-	22,000	22,000	Sofa Revenue Received
205-000-528.03	Public Safety	PSPHPR - Cares Act	246,965	55,646	302,611	Final Payment Received
205-000-656.00	Public Safety	District Court Fees & Fines	85,000	(55,000)	30,000	Lower due to Covid
205-000-656.01	Public Safety	Cost Recovery - OWI	17,000	(8,000)	9,000	Adjust to anticipated final actuals

Village of Beverly Hills
Proposed Budget Amendments included in the Preliminary Budget to Council 6.1.21
FY 2021

a/c	Fund	Account Description	Budget before Amendments	Amendment	Revised Budget	
205-000-665.00	Public Safety	Interest F/Investments	5,000	(3,000)	2,000	Adjust due to lower interest rate
205-000-528.06	Public Safety	Risk Avoidance Grant	-	13,500	13,500	Expected to receive in June of 2021
		Net Revenue Amendment Increase (Decrease)		82,858		
		Public Safety Fund Expenditure Amendments				
205-345-710.02	Public Safety	Overtime - Joint Training	25,000	5,000	30,000	Adjust to anticipated actuals
205-345-710.10	Public Safety	Overtime - Officer	150,000	27,000	177,000	Increased due to shortage of manpower/Covid
205-345-710.12	Public Safety	Overtime - Supervisor	80,000	(6,000)	74,000	Increased due to shortage of manpower/Covid
205-345-710.14	Public Safety	Overtime - Standby	-	5,000	5,000	Increased due to shortage of manpower/Covid
205-345-748.06	Public Safety	SOFA expenses paid out	-	20,000	20,000	Sofa (South Oakland Fire Association) expenses paid out
205-345-752.00	Public Safety	Fire Supplies	17,000	16,000	33,000	increased fire supplies due tp addl monies for heat sensing thermal imaging devices for fires
205-345-804.00	Public Safety	Labor Relations Attorney	10,000	(9,500)	500	Budget amount not utilized in FY21
205-345-815.00	Public Safety	Oakland County Computer	35,407	(8,000)	27,407	Adjust to anticipated actuals
205-345-722.04	Public Safety	Retiree Dental	14,646	(14,646)	-	Moved to Fund 285
205-345-852.00	Public Safety	Radio Maintenance	18,500	(15,000)	3,500	Adjust to anticipated actuals
205-345-920.00	Public Safety	Utilities	60,000	(15,000)	45,000	Adjust to anticipated actuals
205-345-932.00	Public Safety	R & M Computer	20,000	(12,000)	8,000	Adjust to anticipated actuals
205-345-956.00	Public Safety	Miscellaneous	11,985	(6,985)	5,000	Adjust to anticipated actuals
		Net Expenditure Amendment Decrease		(14,131)		
		Net of Revenues & Expenditures		96,989		
		Library Fund Revenue Amendments				
268-000-403.00	Library	Current Property Taxes	511,561	5,334	516,895	Adjust to final property taxes received
268-000-665.00	Library	Interest F/Investments	3,500	(3,420)	80	Adjust to actuals
		Net Revenue Amendment Increase (Decrease)		1,914		
		Library Fund Expenditure Amendments				
268-790-825.00	Library	Contribution to Library	511,561	5,334	516,895	Adjusts to actuals
		Net Expenditure Amendment Decrease		5,334		
		Net of Revenues & Expenditures		(3,420)		
		Capital Fund Revenue Amendments				
401-000-665.00	Capital	Interest F/Investments	5,000	(4,900)	100	Adjust to anticipated actuals
401-905-981.03	Capital	Capital Radio Equipment Purchase	-	47,621	47,621	Correct Budget Amendment G/L Account
401-905-981.03	Capital	Interfund Transfer	47,621	(47,621)	-	Correct Budget Amendment G/L Account
		Net Revenue Amendment Increase (Decrease)		(4,900)		
		Capital Fund Expenditure Amendments				
401-905-979.00	Capital	Capital Vehicle Purchases	76,000	(76,000)	-	Covid Shortage-unable to place in service in FY21
		Net Expenditure Amendment Decrease		(76,000)		
		Net of Revenues & Expenditures		71,100		

VILLAGE MANAGER'S REPORT
CHRIS D. WILSON
MAY 28, 2021

Public Meetings – Per the State of Michigan's new Gatherings and Face Mask Order, as of July 1 capacity for indoor gatherings will be the greater of 25 or 50% of the stated capacity. For the Village Council Chambers, that would be 27 persons, unless social distancing guidelines were enforced. Accounting for social distancing would lower the capacity to around 13. For indoor gatherings, masks would not be required for those who are fully vaccinated but would still be required for those who are not. Given the space limitations of the Council Chambers and general inability to determine who is fully vaccinated, it would seem best to maintain the current protocols of meeting remotely until July 1. After July 1, the Council Chambers can be returned to their original pre March 2020 orientation to accommodate all Board members and members of the public. For Village Council meetings, Village Administration is working to retain our virtual capabilities post July 1.

Public Services Director Position – The Village accepted applications for the full time Public Services Director through May 21st. I have identified three qualified candidates and will be interviewing them the week of May 31st. Mr. Meszler will remain on staff through June 30th. I anticipate having the full-time position filled during the month of July.

Office Closed – Village Offices will be closed on Monday, May 31st in observance of Memorial Day. Trash and yard waste collection will be delayed by one day this week.

Office Reopening – Village Offices will be returning to being open to the public on regular business hours, 8:00 a.m. – 4:30 p.m. on Wednesday, June 2nd. We are still requesting that those coming into the Village Hall wear masks until the cessation of masking and gatherings regulations on July 1. Village staff is being required to wear masks while interacting with residents at the front counter through July 1.

Beverly and Greenfield Intersection – The Village will be participating in a meeting with the City of Royal Oak and the Road Commission to examine alternatives to the intersection at Beverly and Greenfield. HRC was selected by the Road Commission as the engineers to design alternatives to improve cross traffic and pedestrian safety at this intersection. I do anticipate that a roundabout design will be given serious consideration as one of the options. Any project going forward would be a collaboration between the Village, the City of Royal Oak and the Road Commission.

DWSRF Public Hearing – The Village will be conducting a Public Hearing at the meeting of Tuesday, June 15th for the purposes of taking comments on an application the Village has submitted to the Department of Environment, Great Lakes and Energy (EGLE) for funding through the Drinking Water State Revolving Fund (DWSRF). The Village has submitted an application for \$2 million in low interest loans through this program, a portion of which could be eligible for loan forgiveness. The Village has received the preliminary scoring of all applications submitted for this year. Out of 124 applications, the Village's submission ranked 48. The top 45 were preapproved for funding, and we were just outside this list. However, of those 45 it is likely that not all will accept the funding if the loan forgiveness portion is not adequate. The Village is still in a good position to eventually qualify for funding. Submitting the application and holding the public hearing does not obligate the Village to participate should funding be approved. The Village is exploring the DWSRF process as one of our funding options for this project.

Beverly Hills Public Safety Activity Report

May 13th - May 27th 2021

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

CALLS FOR SERVICE

- 281 Calls for Service.
- 65 Tickets issued.
- 8 Arrests.
- 102 Property/School checks.
- Gun Permit.
- 2 Operation Medicine Cabinet.
- Traffic Enforcement on Beverly.
- Traffic Enforcement on Evergreen.
- Traffic Enforcement on Riverside.
- Traffic Enforcement on Southfield.
- Traffic Enforcement on 14 Mile Rd.
- Traffic Enforcement on Greenfield.
- Traffic Enforcement on Birwood.
- Traffic Enforcement on Pierce.
- Traffic Enforcement on Verona.
- Traffic Enforcement on Lasher.
- Traffic Enforcement on 13 Mile Rd.
- 6 Traffic Accidents on 13 Mile Rd.
- 7 Medicals on 13 Mile Rd.
- Warrant Arrest on 13 Mile Rd.
- Driving While License Suspended on 13 Mile Rd.
- 2 Animal complaints on 13 Mile Rd.

- Fire on 13 Mile Rd.
- 3 Suspicious Circumstance complaints on 13 Mile Rd.
- Suspicious Persons complaint on 13 Mile Rd.
- 2 Road Hazards on 13 Mile Rd.
- Motorist Assist on Southfield.
- Assist Other Department on Southfield.
- 4 Suspicious Person complaints on Southfield.
- Traffic Accident on Southfield.
- Suspicious Persons on Southfield.
- 2 Alarms on Southfield.
- 2 Alarms on Greenfield.
- 3 Driving on a Suspended License on Greenfield.
- Assist Oak Park Public Safety on Greenfield.
- Warrant Arrest on Greenfield.
- Medical on Greenfield.
- Driving on a Suspended License on 14 Mile Rd.
- Traffic Accident on 14 Mile Rd.
- Animal complaint on 14 Mile Rd.
- Suspicious Circumstance complaint on 14 Mile Rd.
- Suspicious Person complaint on 14 Mile Rd.
- Car Jacking on Evergreen.
- Traffic complaint on Lasher.
- Reckless Driver on Lahser.
- Reckless Driving complaint on Beverly.
- Suspicious Persons complaint on Beverly.
- 2 Alarms on Birwood.
- Animal complaint on Beverly.
- Traffic complaint on Beverly.
- Hang Up 911 on Beverly.
- Traffic Accident on Beverly.
- Alarm on Smallwood.
- 2 Suspicious Persons complaint on Pierce.
- Medical on Amherst.
- Suspicious Persons complaint on Fairfax.
- Assist Franklin Bingham Police on 13 Mile Rd.
- Medical on Birwood.
- Citizen Assist on Elizabeth.
- Fraud on Old Cannon.
- Alarm on Fairfax.
- Fraud on Riverside.
- Lost Property on Huntley Sq. N.
- Welfare Check on Riverside.
- Family Trouble on Kinross.
- Alarm on Camelot.

- Suspicious Persons on Beverly.
- Traffic complaint on Allerton.
- Animal complaint on Plumwood.
- Suspicious Persons on Chelton.
- Alarm on Southfield.
- Medical on Beechwood.
- Medical on Verona.
- Citizen Assist on Kirkshire.
- Driving While License Suspended on Auburn.
- Medical on Charrington Ct.
- Medical on Nottingham.
- Suspicious Persons on Leemoor.
- Found Property on Madoline.
- Carbon Monoxide Alarm on Kinross.
- Suspicious Persons on Madoline.
- Medical on Village Pines.
- Larceny on Riverside.
- Welfare Check on Valley Oaks.
- Animal complaint on Buckingham.
- Alarm on Weston.
- 2 Parking complaints on Bedford.
- Welfare Check on Nottingham.
- Citizen Assist on Dunblaine.
- Suspicious Persons on Vernon.
- Suspicious Circumstance on Churchill.
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was suspected of operating while intoxicated. The driver was arrested without incident.
- Medical on Kirkshire.
- Animal complaint on Wetherby.
- PPO complaint on Huntley Sq. E.
- Road Hazard on Auburn
- Welfare Check on Dunblaine.
- Hang Up 911 on Riverside.
- Suspicious Circumstance complaint on Inglewood.
- Suspicious Circumstance complaint on Riverside.
- Traffic Accident on Beaconsfield.
- Medical on Long Bow.
- Animal complaint on Beverly.
- Medical on Kirkshire.
- Citizen Assist on N. Nottingham.
- 2 Suspicious Person complaints on Huntley Sq. E.
- Medical on Village Pines.
- Family Trouble on Birwood.

- Medical on Hillview.
- Alarm on Fairfax.
- Suspicious Persons on Walmer.
- Damage to Property on Sheridan.
- Medical on Elizabeth.
- Medical on Kirkshire.
- Larceny on Embassy.
- Home Invasion on Stafford.
- Carbon Monoxide Alarm on Riverside.
- Welfare Check on Beverly.
- Suspicious Persons on Huntley Sq. E.
- Alarm on Embassy.
- Animal complaint on E. Lincolnshire.
- Medical on Careleder
- Parking complaint on Plantation.
- Medical on Kinross.
- Larceny on Riverview.
- Vehicle Fire on Bellvine Trail.
- Medical on Dunblaine.
- Open Burn complaint on Westlady.
- Carbon Monoxide Alarm on Devonshire.
- Alarm on Fairfax.
- Assist Birmingham with an Alarm on Woodward.
- Suspicious Circumstance on Embassy.

FIRE PREVENTION

- 46 Fire/EMS reports reviewed.
- 120 Fire training hours entered into ISO records.
- 16 EMS training hours entered into continuing education records.
- Bi-Weekly NFIRS data export uploaded to FEMA.
- 1 Training Order issued.
- Schedule Administration.
- 1 Range Hood System Report reviewed.
- LEIN Recertification Test completed.
- 11 Knox Box status verified.
- Attend Day 2 of Cause and Origin Seminar via teleconference.
- Supervise Road Patrol.
- Attend Day 3 of Cause and Origin Seminar via teleconference.
- Annual hose testing completed.

- Attend Executive Board meeting for Oakland County Association of Arson and Fire Investigators via teleconference.
- Senior Citizen Knox Box installation on Medford.
- Attend Mutual Aid Box Alarm System meeting via teleconference.
- Attend South Oakland Fire Association Meeting.
- Attend South Oakland Fire Investigation Team Meeting.
- Submit data verification memo to FEMA for Assistance to Firefighters Grant submission.
- Attend Michigan State Fire Marshal Wednesday Wrap via teleconference.
- Follow up regarding ordinance interpretation for use of Sky Lanterns.
- Electronic switch on Squad 31 repaired.
- Review and submit specifications for Thermal Imaging Cameras
- Senior Citizen Knox Box installation on Kinross.
- Reviewed and updated lesson plans and Power Point presentations for 5 C/E sponsorship course.

INVESTIGATIONS

- CFS Closed and reviewed 273.
- Reviewed 35 case reports for a disposition.
- Followed up and reviewed cases of which 26 were closed and 9 remained open.
- 9 Case were assigned.
- 8 Reports written on current cases.
- 29 Current active investigations.
- 1 Pending investigation.
- Follow up on Carjacking investigation.
- Follow up on two Larcenies.
- Follow up on tracker on vehicle.
- Follow up on PPO violation.
- Follow up on family trouble CPS notified by DB.
- Follow up on Stolen Vehicle.
- Follow up on juvenile Malicious Destruction of Property.
- BYA referral for juvenile complaint.
- SLO attended Groves Prom, Wee Care parade and Groves HS fundraiser.
- Police One Mental Illness training.
- Conducted background investigation on PSO applicant.

Enforcement List - Inspection Summary

05/27/21

Enforcement Number	Address	Filed	Status	Closed
E210117	31299 E RUTLAND ST	05/03/21	OPEN	
PLEASE CLEAN OUTSIDE OF PROPERTY IE OLD FENCING, CUT GRASS AND THE DUMPSTER IS FULL PLEASE REMOVE. THIS IS A CONTINUOUS PROBLEM.				

05-11-21

THIS OFFICER RECEIVED A CALL FROM DAN RECK WHO WAS AN AJOINING PROPERTY OWNER FROM THE LISTED ADDRESS. THIS OFFICER SENT AN EMAIL TO THE PUBLIC SERVICES DIRECTOR AND VILLAGE PLANNER TO FOLLOW UP ON HIS GRADING CONCERNS. THIS WAS THE EMAIL LEFT.

PLEASE CALL DAN RECK WHO LIVES AT 31381 E. RUTLAND. HE IS EXTREMELY CONCERNED ABOUT FINISH CEMENT DRIVEWAY CONSTRUCTION WORK BEING DONE TODAY. THE ISSUE IS THE GRADING OF THE PROPERTY WHICH HAS BEEN A CONCERN SINCE THE EARLY BUILDING STAGES OF THIS HOME. HE IS A DIRECT NEIGHBOR WHICH RECEIVES THE RUN OFF FROM THIS PROPERTY.

OFFICER YOUNG CONTACTED THE OWNER OF THE PROPERTY AND DISCUSSED THE ISSUE OF THE FULL DUMPSTER, THE TALL GRASS AND THE GENERAL CLEAN UP OF THE PROPERTY. THIS OFFICER THEN ASKED HIM IF HE WOULD LIKE TO SEE PHOTOS OF THE REAR YARD AND ITS CONDITION. THE OWNER STATED IT WAS ALREADY CLEANED. THIS OFFICER SENT HIM THE PHOTOS. THIS OFFICER ASKED HIM WHEN HE COULD HAVE THESE ISSUES TAKEN CARE OF. THE OWNER STATED HE WOULD HAVE THIS CLEANED UP IN A WEEK. (05-18-21)

Code		Date Next Action		Next Action		
302.1 / 302.4 / 22		05/18/2021		SITE INSPECTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector	

Enforcement Number	Address	Filed	Status	Closed
E210118	19135 SAXON DR	05/03/21	Closed	05/19/21

Enforcement List - Inspection Summary

05/27/21

PLEASE CUT GRASS AND WEEDS. THE GENERAL OVER ALL MAINTENCE FOR THE YARD NEEDS CLEAN UP, FALLEN LEAVES FROM FALL OF 2020 AND GROWING WEED/SAPLINGS ALONG WESTERN FENCE LINE.

OFFICER SPOKE WITH OWNER AS HE WAS DRIVING OUT OF THE DRIVEWAY REGARDING THE HAND ISSUED NOTICE.

GRASS CUT.

Code	Date Next Action	Next Action
302.1 / 302.4	05/10/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

Enforcement Number	Address	Filed	Status	Closed
E210119	15965 W 14 MILE RD	05/03/21	Closed	05/03/21

PLEASE REMOVE VEHICLE PARKED ON FRONT LAWN. THIS IS PROHIBITED PER VILLAGE CODE.

Code	Date Next Action	Next Action
22.	05/05/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

Enforcement Number	Address	Filed	Status	Closed
E210120	15892 DUNBLAINE AVE	05/03/21	OPEN	

Enforcement List - Inspection Summary

05/27/21

04-30-21

A COMPLAINT WAS RECEIVED VIA E-MAIL REGARDING THE CONSTRUCTION SITE CLEANLINESS. THE DUMPSTER IS OVERFLOWING AND SPREADING GARBAGE IN THE YARD. THE E-MAIL STATES THIS IS THE THIRD ISSUE THEY HAVE HAD WITH THE CONSTRUCTION MANAGEMENT OF THE PROPERTY.

05-03-21

OFFICER RESPONDED TO THE SITE AND OBSERVED THE GARBAGE PICKED UP IN THE YARD BUT THE DUMPSTER WAS FULL AND THE GRASS NEEDED TO BE CUT.

THIS OFFICER CALLED THE CONTRACTOR, MARCO L DEON JR WHO WAS ADVISED OF THE FULL AND OVERFLOWING DUMPSTER. MR. DEON STATED HE WOULD HAVE A NEW DUMPSTER DELIVERED THE NEXT DAY (05-04-21). THIS OFFICER THEN CALLED THE OWNER OF THE PROPERTY AND ADVISED HER OF THE NEED TO CUT THE GRASS ON A CONTIUAL RELIABLE WEEKLY CYCLE. OWNER ADVISED SHE HAS A LAWN SERVICE VISIT EVERY TWO WEEKS.

Code		Date Next Action		Next Action		
22.08.220 / 302.4		05/10/2021		LETTER TO OWNER		
Inspection Type	Status	Result	Scheduled	Completed	Inspector	

Enforcement Number	Address	Filed	Status	Closed
E210122	18569 RIVERSIDE DR	05/04/21	OPEN	

Enforcement List - Inspection Summary

05/27/21

05-04-21

THIS OFFICER WAS ADVISED BY VILLAGE MANAGER TO RESPOND TO THE LISTED ADDRESS AS WELL AS THE ADDRESS DIRECTLY BEHIND THE HOUSE TO ADDRESS AN ISSUE REGARDING THE ERECTION OF A FENCE AT THE REAR OF THE RIVERSIDE ADDRESS. THE INFORMATION THIS OFFICER WAS PROVIDED INDICATED THE HOMEOWNER AT 18828 HILLCREST WAS WITNESSING THE BUILDING OF THE FENCE AND NOTICED THE FENCE WAS BEING BUILT 4 TO 5 FEET OFF THE PROPERTY LINE. THIS CREATED A 4 TO 5 FOOT SPACE BETWEEN THE EXISTING CHAIN LINK FENCE AND THE NEWLY BUILT WOODED FENCE. THE QUESTION POSED BY THE OWNER OF 18828 HILLCREST WAS, WHO MAINTAINS THE PROPERTY BETWEEN THE FENCES.

THIS OFFICER RESPONDED TO THE HILLCREST ADDRESS AND SPOKE WITH THE OWNER WHO EXPLAINED HIS SITUATION. WHILE SHOWING THIS OFFICER THE FENCE LINE, THIS OFFICER WITNESSED NUMEROUS TREES AND SPECIFICALLY "BUCK THORN" TREES WITHIN THE SPACE WHICH WOULD BECOME A DEAD SPACE. THIS TREE HAS BEEN IDENTIFIED AS AN INVASIVE SPECIES WHICH PRODUCE A POSIONOUS BERRY. THE HOMEOWNER THEN ASKED WHO WAS RESPONSIBLE TO MAINTAIN THE PROPERTY BETWEEN THE FENCES? THIS OFFICER INDICATED THE PROPERTY OWNER WOULD BE RESPONSIBLE. THE OWNER EXPLAINED THERE HAD BEEN A LAWSUIT FILED BETWEEN THE TWO PROPERTY OWNERS REGARDING DRAINAGE ISSUES WHICH HAD TAKEN TWO YEARS TO SETTLE.

THIS OFFICER WAS SHOWN A METAL STAKE IN THE GROUND ON THE WESTERN EDGE OF THE PROPERTY WHICH WAS ALLEDGED TO BE A SURVEYORS STAKE. HILLCREST OWNER THEN WALKED OFFICER OVER TO THE EASTERN PORTION OF THE LOT WHERE THER WAS A WOODEN STAKE LAYING ON THE GROUND. OFFICER ASKED WHERE WAS THE OTHER SURVEYOR METAL STAKE. OWNER STATED IT WAS UNDER THE DIRT SOMEWHERE. IT IS THE HILLCREST'S OWNERS BELIEF THAT THE SPACE BETWEEN THE FENCES IS RIVERSIDES PROPERTY TO MAINTAIN. SEE PHOTOS.

THIS OFFICER THEN RESPONDED TO THE RIVERSIDE ADDRESS TO SPEAK WITH THE OWNER. THE OWNER WAS NOT HOME BUT THE FENCE CONTRACTOR PROVIDED THIS OFFICER WITH THE NUMBER IN CASE THERE WERE ANY ISSUES. THIS OFFICER CALLED THE OWNER / EXECUTOR OF THE PROPERTY AND EXPLAINED THE SITUATION. IT IS THE OWNERS POSITION THAT THE CHAIN LINK FENCE BELONGS TO THE HILLCREST OWNER AND THE LOT LINE BETWEEN THE TWO PROPERTIES IS NOT A STARIGHT LINEAR LINE AND IT BENDS IN THE MIDDLE LEAVING THE QUESTION UNANSWERED AS TO "WHERE" THE TRUE PROPERTY LINE IS. THIS HOMEOWNERS SUGGESTION WAS TO MARK OUT EACH TREE WHICH NEEDS TO BE DISPOSED OF AND TO REFER TO THE TWO YEAR COURT CASE DOCUMENTS AS WELL AS THE SITE PLOT TO MAKE THE DETERMINATION AS TO WHO MAINTAINS WHAT. THE HOMEOWNER POINTS TO HAVING ACQUIRED A VALID FENCE PERMIT AND HAS FOLLOWED THE LEGAL

Enforcement List - Inspection Summary

05/27/21

OBLIGATIONS OF THE LAWSUIT.

Code	Date Next Action	Next Action			
17.08 (C)					
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
--------------------	---------	-------	--------	--------

E210123	31531 EVERGREEN RD	05/10/21	OPEN	
---------	--------------------	----------	------	--

COMPLAINTS HAVE COME IN CONCERNING THE AMOUNT OF WOOD STORED ON PROPERTY AS WELL AS THE POSSIBILITY OF RODENT HARBORAGE. THE COMPLAINTS HAVE ALSO INCLUDED PHOTOS OF MULTIPLE LAYERS OF CARDBOARD SURROUNDING FRONT YARD TREES IN AN ONLINE POST. THE AD, IS REQUESTING EVEN LARGER AMOUNTS OF CARDBOARD BOXES AND PIZZA BOXES. THIS PRESENTS EVIDENCE OF AND INVITES RODENTS ONTO THE PROPERTY.

Code	Date Next Action	Next Action			
302.1 / 302.5	05/13/2021	SITE INSPECTION			
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
--------------------	---------	-------	--------	--------

E210124	18418 BEVERLY RD	05/10/21	Closed	05/13/21
---------	------------------	----------	--------	----------

COMPLAINT VIA PHONE MESSAGE.
PLEASE KEEP GRASS CUT AND YARD CLEAN OF DEBRIS ON A WEEKLY BASIS. THE HOUSE IS VACANT. REOCCURRING ISSUE EVERY YEAR.

05-11-21

SPOKE WITH OWNER OF PROPERTY WHO STATED HE UNDERSTOOD AND WILL HAVE A LAWN MOWING CREW HIRED FOR THE SEASON.

05-13-21

LAWN CUT

Code	Date Next Action	Next Action
302.1 / 302.4	05/13/2021	

Enforcement List - Inspection Summary

05/27/21

				INSPECTION	
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Enforcement Number	Address		Filed	Status	Closed
E210125	15655 AMHERST AVE		05/10/21	OPEN	
COMPLAINT VIS PHONE MESSAGE PLEASE KEEP GRASS CUT BELOW 6 INCHES ON A WEEKLY BASIS.					
Code		Date Next Action		Next Action	
302.4		05/13/2021		SITE INSPECTION	
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Enforcement Number	Address		Filed	Status	Closed
E210126	32507 ROBINHOOD DR		05/03/21	Closed	05/11/21
PLEASE CUT GRASS AND CLEAN BRICK PILE AND WOOD PILES FROM THE REAR OF THE HOME. THE BUSHES IN THE FRONT OF THE HOUSE NEEDS TRIMMING.					
05-10-21 NO WORK DONE ON THE PROPERTY. NOTICE STILL IN DOOR. THIS IS A REOCCURING PROBLEM EVERY YEAR FOR THE PAST 12 YEARS! SEE PHOTOS.					
05-11-21 NOTICE PROVIDED TO TREASURY AND COMPO TO CUT THE GRASS.					
05-12-21 GRASS CUT BY COMPO.					
Code		Date Next Action		Next Action	
302.1 / 302.4		05/10/2021		CORRECTIVE ACTION	
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Enforcement Number	Address		Filed	Status	Closed

Enforcement List - Inspection Summary

05/27/21

E210127 30130 LEEMOOR ST 05/06/21 Closed 05/10/21

OFFICER RECEIVED A COMPLAINT VIA PHONE MESSAGE REGARDING THE GARBAGE CANS IN THE FRONT OF THE GARAGE, THE KIDS SWIMMING POOL IN THE FRONT YARD AND THE PATIO TABLE AND CHAIRS IN THE FRONT YARD AS WELL. THE COMPLAINANT ALSO INDICATED THERE WAS A PIECE OF PLYWOOD ON THE GROUND INFRONT OF THE FRONT PORCH FOR THE PAST YEAR. CALLER STATED IT WAS A TEMPORARY FIX WHICH BECAME A SEMI PERMINANTE SOLUTION. THE PLYWOOD COVERED A SIZABLE HOLE IN THE GROUND.

05-06-21

OFFICER RESPONDED TO THE HOUSE AND DISCOVERED THE CALLERS DISCRPTION WAS ACCURATE. THIS OFFICER SPOKE WITH THE OWNER WHO STATED HE WAS NOT GOING TO MOVE THE PATIO AND CHAIRS NOR THE POOL BECAUSE THERE IS NO ORDINANCE AGAINST IT. THE PLYWOOD AND THE HOLE HE STATED HE WAS HAVING REMEDIED SOON, AS HE WAS HAVING A CONTRACTOR STOP BY TODAY TO PROVIDE A QUOTE FOR ITS REPAIR. THE OWNER STATED HE WOULD MOVE THE GARBAGE CANS.

05-10-21

GARBAGE CANS REMOVED FROM VISABILITY OF THE STREET.

Code		Date Next Action		Next Action		
13.11		05/10/2021		SITE INSPECTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector	

Enforcement Number	Address	Filed	Status	Closed
--------------------	---------	-------	--------	--------

E210128 30295 LEEMOOR ST 05/06/21 Closed 05/10/21

AS OFFICER WAS DRIVING TO ANOTHER COMPLAINT THIS OFFICER OBSERVED THE GRASS OF THE LISTED PROPERTY WAS OVER GROWN BEYOND 8 INCHES.

OFFICER SPOKE WITH THE HOMEOWNER WHO STATED THEY WILL CUT THE GRASS THE NEXT DAY.

05-10-21

SITE INSPECTION REVEALED THE GRASS CUT.

Code		Date Next Action		Next Action		
302.4		05/10/2021				

Enforcement List - Inspection Summary

05/27/21

Inspection Type	Status	Result	Scheduled	INSPECTION Completed	Inspector
-----------------	--------	--------	-----------	-------------------------	-----------

Enforcement Number	Address	Filed	Status	Closed
E210129	32800 EVERGREEN RD	05/13/21	Closed	05/18/21
PLEASE CUT GRASS ON NORTH SIDE OF PROPERTY. SPOKE WITH HOMEOWNER WHO STATED HE WOULD COMPLY.				

GRASS HAS BEEN CUT.

Code	Date Next Action	Next Action
302.4	05/17/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

Enforcement Number	Address	Filed	Status	Closed
E210130	16942 ELIZABETH ST	05/12/21	Closed	05/26/21

Enforcement List - Inspection Summary

05/27/21

04-22-21

COMPLAINT CAME IN VIA EMAIL. THE NEIGHBORS TREE IN REAR YARD HAS VERY LARGE DEAD BRANCHES HANGING OVER THE GARAGE AT 16924 ELIZABETH CREATING A POSSIBLE HEALTH HAZARD TO THE OCCUPANTS OF THE RESIDENCE. THIS IS A VERY LARGE TREE AND NEEDS OVER ALL TRIMMING ON ALL SIDES.

05-12-21

THIS OFFICER LOCATED THE OWNER OF THE PROPERTY AND SPOKE WITH HER ABOUT THE CIRCUMSTANCES. SHE INDICATED SHE WOULD HAVE HER DAUGHTER OR SON MAKE THE ARRANGEMENTS FOR THE TREE TO BE TRIMMED.

05-13-21

THIS OFFICER LOCATED THE GRANDSON OF OWNER AND HAD A DISCUSSION ABOUT ASSISTING HIS GRANDMOTHER WITH OBTAINING A TREE SERVICE TO ASSIST THEM IN TRIMMING THE TREE.

05-17-21

GRANDSON CALLED TO ADVISE HE HAS CONTACTED TWO TREE COMPANIES TO OBTAIN QUOTES.

05-18-21

OWNERS OF 16924 NOTIFIED OF THE PROGRESS. VERY APPRECIATIVE.

05-19-21

GRANDSON CALLED TO NOTIFY OF QUOTES AND HAD A THREE WAY CONVERSATION WITH ARBORIST.

05-26-21

OFFICER MET WITH GRANDSON, AND CONTRACTED TREE COMPANY AT THE HOME AND DISCUSSED OPTIONS AND APPROPRIATENESS OF TREE TRIMMING. THIS OFFICER ALSO CONTACTED THE RENTERS AND THE PROPERTY OWNERS FOR THEIR INPUT AT THE TIME OF THIS MEETING. THE RESULTING AGREED UPON PLAN AMONGST ALL PARTIES WAS TO TRIM THE TREE IN NOV OF 2021 WHEN THE TREE WAS NOT SENSITIVE TO THE INSECTS AND RED OAK WILT. IF TRIMMED IN THE WRONG SEASON, THIS COULD POTENTIALLY KILL THE 100 YEAR OLD TREE. HOWEVER, ALL WERE IN AGREEMENT THAT IT DOES NEED TO BE TRIMMED DUE TO DEAD LIMBS AND GOOD PREVENTATIVE MAINTENANCE.

Code

17.08 (C)

Date Next Action

11/15/2021

Next Action

SITE
INSPECTION

Enforcement List - Inspection Summary

05/27/21

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

Enforcement Number	Address	Filed	Status	Closed
E210131	30875 VERNON DR	05/12/21	Closed	05/24/21
PLEASE CUT TALL GRASS.				

05-13-21
SPOKE WITH THE OWNER WHO STATED SHE WOULD HAVE THE GRASS CUT BY THE WEEKEND.

05-24-21
GRASS CUT

Code	Date Next Action	Next Action
302.4	05/20/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

Enforcement Number	Address	Filed	Status	Closed
E210132	16961 BIRWOOD AVE	05/17/21	OPEN	

Enforcement List - Inspection Summary

05/27/21

COMPLAINT OF BIRD FEEDER IN THE BACKYARD OF THIS ADDRESS. PHOTOS OF BIRDS SQUIRRELS AND RODENT HOLES NEAR DECK STEPS ATTACHED. PLEASE REMOVE ALL BIRD FEEDERS AND FOOD FROM THE AREA. REOCCURING PROBLEM.

I STOPPED BY 16961 BIRWOOD ON 05-17-21 AND SPOKE WITH THE SON OF THE OWNER. I EXPLAINED THE CODES REGARDING THE PROHIBITION ON BIRD FEEDERS AS WELL AS THE NEED TO KEEP THE PROPERTY CLEAN AND RODENT FREE. THE SON STATED HE DOES NOT LIVE THERE PERMANENTLY. HE INDICATED THEY WERE IN A TRANSITION STATE WHERE HIS FATHER IS NOT LISTENING TO ANYONE INCLUDING HIS OWN SON WHEN IT COMES TO LIVING CONDITIONS.

I HANDED THE SON THE FIELD CORRECTION NOTICE WITH THE UNDERSTANDING THAT THE FEEDER HAS TO COME DOWN. HIS SON STATED HE WILL EXPLAIN THE SITUATION TO HIS FATHER AND ATTEMPT TO GET HIM TO COMPLY THE BEST HE CAN.

I WILL KEEP A CHECK ON THIS PROPERTY IN ORDER TO SEE THAT PROGRESS IS MADE.

05-24-21

SITE INSPECTION THIS DATE REVEALED THE TWO BIRD FEEDERS ARE STILL IN PLACE AND APPEARED EMPTY HOWEVER THE FOOD STILL REMAINS ON THE GROUND. THIS OFFICER DID SEE RATS ON THE PROPERTY DURING THIS VISIT. THEY HAVE INFILTRATED THE GARGAGE FROM MANY DIFFERENT SIDES. HOLES UNDER THE DECK CAN BE SEEN AS WELL AS NUMEROUS HOLES AT THE GARAGES WESTERN EDGE. THE WESTERN NEIGHBOR SHOWED THE DAMAGE DONE TO HER LAWN AS A RESULT. AT LEAST TEN HOLES WERE PRESENT ON HER PROPERTY WHERE THERE WERE EVIDENCE OF HARBORAGE, (SEE PHOTOS). OFFICER KNOCKED ON DOOR WITH NO ANSWER AND LEFT A RESIDENTIAL RODENT CONTROL PAMPHLET AND THIS OFFICERS BUSINESS CARD.

05-25-21

THIS OFFICER WROTE AND MAILED (CERTIFIED) VIOLATION LETTER FOR BOTH VIOLATIONS. ONCE DELIVERED / RECIEVED THE OWNER HAS TEN DAYS TO COMPLY WITH THE CODE.

Code		Date Next Action		Next Action		
302.5 / 302.1		06/01/2021		SITE INSPECTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector	

Enforcement List - Inspection Summary

05/27/21

Enforcement Number	Address	Filed	Status	Closed
E210133	31781 W BELL VINE TRL	05/19/21	OPEN	
BASEMENT SUMP PUMP EXCESSIVE DRAINAGE INTO NEIGHBORS YARD LOCATED AT 31731 BELLVINE TRAIL.				

I RECEIVED A CALL FROM THE OWNERS OF 31731 BELLVINE TRAIL WHO ARE VERY CONCERNED ABOUT THE NEXT DOOR (31781) NEW HOME CONSTRUCTION WATER RUNOFF FROM THE BASEMENT SUMP PUMP. THEY INDICATE THE ELEVATION HAS CHANGED AND THE PUMP RUNS CONSTANTLY AND THIS HAS BEEN A DRY SPRING SO FAR. THEY ARE FEARFUL FOR WHEN WE GET SEVERAL DAYS OF RAIN ON TOP OF THIS DRAINAGE. THEIR LAWN IS ALREADY STARTING TO FLOOD WHICH IS AFFECTING THE LAWN WHICH HAS TO BE MOWED. THE PASS THROUGH DRAIN AT THE END OF THE DRIVEWAY APPEARS TO BE VERY HIGH AND THE NEIGHBORS LOT IS NOW RECEIVING THE EFFECTS OF IT. THERE MAY NEED TO BE SOME ENGINEERING INVOLVED HERE TO RELOCATE PIPING, CREATE A BERM, NOT SURE BUT I AM FORWARDING YOU THE PHOTOS THAT I TOOK WHILE ON SITE.

Code	Date Next Action		Next Action		
30					
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E210134	15526 KIRKSHIRE AVE	05/19/21	OPEN	
PLEASE CUT GRASS				

Code	Date Next Action		Next Action		
302.1	05/24/2021		SITE INSPECTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E210135	15526 KIRKSHIRE AVE	05/19/21	Closed	05/24/21

Enforcement List - Inspection Summary

05/27/21

PLEASE CUT GRASS AND WHEN CONSTRUCTION IS COMPLETE CUT AND TRIM BUSHES ON GREENFIELD SIDE OF PROPERTY.

GRASS IS CUT.

Code	Date Next Action	Next Action
302.1	05/24/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
------------------------	---------------	---------------	------------------	------------------	------------------

Enforcement Number	Address	Filed	Status	Closed
E210136	31740 ALLERTON DR	05/19/21	Closed	05/20/21

PLEASE STORE GARBAGE CANS IN THE GARAGE OR BEHIND THE HOUSE PER CODE.
INCONSPICUOUS FROM THE STREET.

05-20-21
CANS MOVED.

Code	Date Next Action	Next Action
13.11	05/24/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
------------------------	---------------	---------------	------------------	------------------	------------------

Enforcement Number	Address	Filed	Status	Closed
E210137	31724 ALLERTON DR	05/19/21	Closed	05/20/21

PLEASE STORE GARBAGE CANS IN THE GARAGE OR BEHIND THE HOUSE PER CODE.
INCONSPICUOUS FROM THE STREET.

05-20-21
CANS MOVED.

Code	Date Next Action	Next Action
13.11	05/24/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
------------------------	---------------	---------------	------------------	------------------	------------------

Enforcement List - Inspection Summary

05/27/21

Enforcement Number	Address	Filed	Status	Closed
E210138	31692 ALLERTON DR	05/19/21	Closed	05/20/21
PLEASE STORE GARBAGE CANS IN THE GARAGE OR BEHIND THE HOUSE PER CODE. INCONSPICUOUS FROM THE STREET.				

05-20-21
CANS MOVED.

Code	Date Next Action		Next Action		
13.11	05/24/2021		SITE INSPECTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E210139	16281 WETHERBY ST	05/19/21	OPEN	
COMPLAINT WAS RECEIVED CONCERNING MOWING THE GRASS PAST THE HOURS OF THE NON SPECIFIC NOISE ORDINANCE.				

Code	Date Next Action		Next Action		
42.20	05/24/2021		CORRECTIVE ACTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E210140	15509 BUCKINGHAM AVE	05/19/21	OPEN	
COMPLAINT RECEIVED REGARDING SOLAR LIGHT DISTURBING THE SURROUNDING NEIGHBORS. NIGHT GLOW AND SHINING BEYOND PROPERTY LINE.				

Code	Date Next Action		Next Action		
	05/24/2021		SITE INSPECTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement List - Inspection Summary

05/27/21

Enforcement Number	Address	Filed	Status	Closed
--------------------	---------	-------	--------	--------

E210141 15525 BUCKINGHAM AVE 05/20/21 OPEN

PLEASE CUT THE GRASS AND WEEDS IN THE FRONT AND REAR OF THE PROPERTY. THIS HAS BEEN A CONTINUOUS PROPERTY AS THE COMPLAINTS HAVE RANGED FROM 2009, 2010, 2017, 2019 AND 2020.

05-20-21

SPOKE WITH OWNER OF PROPERTY WHO STATED HE UNDERSTOOD THE PROBLEM AND IS GOING TO WORK ON IT A LITTLE EVERY DAY UNTIL IT'S DONE.

Code	Date Next Action	Next Action
302.1 / 302.4		SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

Enforcement Number	Address	Filed	Status	Closed
--------------------	---------	-------	--------	--------

E210142 31785 WALTHAM CT 05/19/21 Closed 05/24/21

PLEASE CUT LAWN / DANDELIONS WHICH EXCEED THE CODE FOR WEEDS.

05-24-21

GRASS CUT.

Code	Date Next Action	Next Action
302.4	06/03/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

Enforcement Number	Address	Filed	Status	Closed
--------------------	---------	-------	--------	--------

E210143 15529 KIRKSHIRE AVE 05/19/21 Closed

Enforcement List - Inspection Summary

05/27/21

PLEASE CUT GRASS

SPOKE WITH THE OWNER WHO STATED HE WOULD CUT IT. WHILE ON SCENE, OWNER CAME OUT WITH A WEED TRIMMER AND PROCEEDED TO CUT THE ENTIRE FRONT YARD WITH IT.

GRASS CUT.

Code	Date Next Action	Next Action
302.1 / 302.4	05/24/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

Enforcement Number	Address	Filed	Status	Closed
E210144	15529 KIRKSHIRE AVE	05/24/21	OPEN	

DISCOVERED POSSIBLE DECK OR HOUSE ADDITION BEING ADDED TO THE BACK OF THE HOUSE. NO PERMITS IN COMPUTER SYSTEM. CALL MADE TO OFFICE TO DISCOVER IF IT WAS RECENTLY ADDED.
NO CALL BACK YET.

Code	Date Next Action	Next Action
------	------------------	-------------

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

Enforcement Number	Address	Filed	Status	Closed
E210145	16979 ELIZABETH ST	05/26/21	OPEN	

PLEASE CUT WEEDS IN GARDEN BEDS PER VILLAGE CODE.

Code	Date Next Action	Next Action
302.4	05/31/2021	SITE INSPECTION

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

Enforcement Number	Address	Filed	Status	Closed
--------------------	---------	-------	--------	--------

Enforcement List - Inspection Summary

05/27/21

E210146 31426 SUNSET DR 05/12/21 Closed 05/12/21
M. LLOYD REQUESTED OFFICER CHECK PROPERTY BUILDING A DECK WITHOUT A PERMIT.

CONTACT MADE, OWNER STATED PERMIT WAS APPLIED FOR.

PERMIT WAS LOCATED IN OFFICE BUT NOT ENTERED.

Code	Date	Next Action	Next Action		
22			CORRECTIVE ACTION		
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed
E210147	18136 KINROSS AVE	05/12/21	OPEN	

05-12-21
THIS COMPLAINT WAS RECEIVED BY THIS OFFICER THIS DATE. (ORIGINAL COMPLAINT STARTED DEC. 2019)

UPON RESEARCHING THIS ADDRESS AND PREVIOUS COMPLAINTS, THIS ISSUE HAS BEEN ADDRESSED WITH THIS HOMEOWNER RESULTING IN A CITATION BEING ISSUED. NO FOLLOW UP HAS BEEN PROVIDED IN THIS REPORTING FORMAT. I HAVE PLACED A REQUEST TO THE VILLAGE ATTORNEY IN ORDER TO DISCOVER THE DISPOSITION OF THIS ORIGINAL CASE. BHPSD CASE NO 20-0757; CITATION # 022.

Code	Date	Next Action	Next Action		
22.08.460					
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Population: All Records

Enforcement.DateFiled Between 5/1/2021 12:00:00 AM AND 5/27/2021 11:59:59 PM

CRANBROOK TO BE RESURFACED BETWEEN 14 MILE AND MAPLE STARTING IN JUNE

The Road Commission for Oakland County (RCOC), in partnership with Bloomfield Township, Birmingham and the Birmingham school district, will repave Cranbrook Road from 14 Mile Road to Maple Road on the Bloomfield Twp./Birmingham border.

PROJECT DETAILS

The project will include:

- Milling (grinding off the existing road surface).
- Placement of three inches of new asphalt.
- Replacement of damaged curbs.
- Construction of three-foot paved shoulders in non-curb areas.
- Modernization of the traffic signal at the Midvale/Cranbrook intersection.
- Improvement of sidewalk crosswalks to comply with the Americans with Disabilities Act (ADA).
- Work on Maple Road from Cranbrook Road west to Glengarry Road.

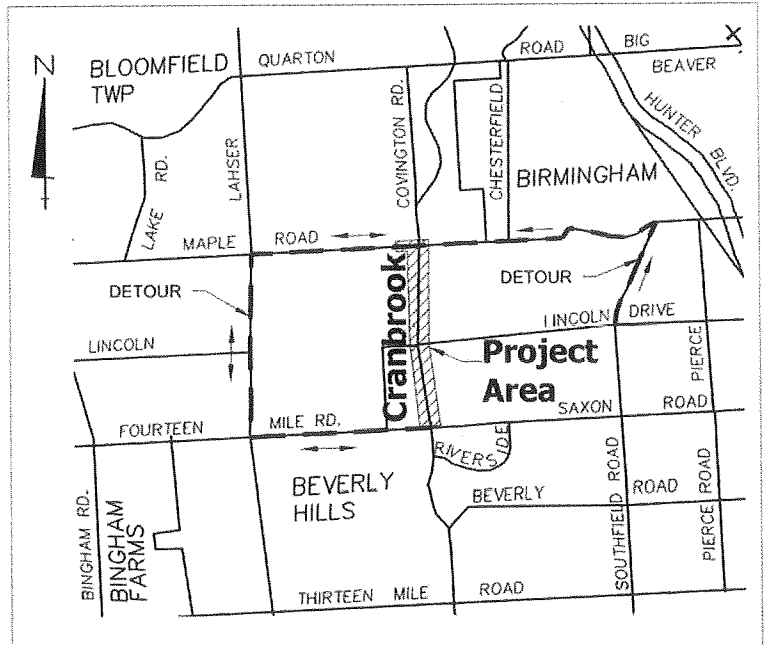
SCHEDULE

Work is expected to start in mid-to-late June and be completed in late August.

IMPACT ON TRAFFIC

This section of Cranbrook Road will be closed to through traffic throughout construction. Access to all homes within the project will be maintained at all times.

The detour route for Cranbrook Road through traffic during the closure will be 14 Mile Road to Lahser Road to Maple Road and back to Cranbrook Road/Covington Road and vice versa. The detour route for Lincoln Road traffic will be Southfield Road to Maple Road and vice versa.



Maple Road will remain open throughout the project, but lanes will be closed when needed to complete work between Cranbrook and Glengarry roads.

PROJECT COST AND FUNDING

The project is expected to cost \$1.4 million. The project cost will be shared by RCOC, Bloomfield Township, Birmingham, the Birmingham Schools (for the Midvale traffic signal) and Oakland County general government (through the Tri-Party Program).

The contractor for the project is Pro-Line Asphalt of Washington Township.

ADDITIONAL INFORMATION

Additional information is available on the project page of the RCOC website (www.rcocweb.org). Simply click on the "Road Projects" button on the site home page and select "Cranbrook Road" from the list of projects.

For more information:

Call RCOC's Department of Customer Services at (877) 858-4804 or send us an email at dcsmail@rcoc.org or via the RCOC Website, www.rcocweb.org

Concert in the Park

Friday, June 4, 2021

7:00 PM Beverly Park

FEATURING BOB MERVAK!

Free to attend!
Family Friendly!
Social distancing required.



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