Village of Beverly Hills Regular Village Council Meeting Tuesday, November 2, 2021 Municipal Building 18500 W. 13 Mile Road 7:30 p.m.

Zoom link: https://us02web.zoom.us/j/88458819908

Meeting ID: 884 5881 9908 Dial in: 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 October 19, 2021.
- 2. Review and file bills recapped as of Monday, October 25, 2021.

#### **Business Agenda**

- 1. Review and consider request from Beverly Hills Lions Club for their Candy Cane Collection to be held November 24 December 24, 2021.
- 2. Review and consider Development Agreement for 31655 Southfield Road, Goddard School.
- 3. Review and consider Parks & Recreation Board's recommendation to establish a commercial filming fee for parks.
- 4. Review and consider Parks & Recreation Board's recommendation to hold a Concert in the Park on July 22, 2022.
- 5. Review and consider approval of Backflow Preventer Incentive Program.
- 6. Review and consider approval of Change Order No. 1 for 2021 Concrete Patch Repair Program.
- 7. Review and consider renewing liability and property insurance policy with Michigan Municipal Risk Management Authority.
- 8. Announcement of a vacancy on the Zoning Board of Appeals.
- 9. Update on Village Manager search process.

Public comments

Manager's report

#### Council comments

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

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



Present: President George; President Pro-Tem Hrydziuszko; Members: Abboud,

Kecskemeti, Mooney, O'Gorman, and Peddie

Absent: None

Also Present: Village Manager, Wilson via Zoom

Village Clerk / Assistant Manager, Rutkowski

Village Attorney, Ryan

Public Safety Director, Torongeau via Zoom

Fire Marshal, Lieutenant Ginther

Planning and Zoning Administrator, Lloyd

President George called the regular Village Council meeting to order at 7:30 p.m. in the Village Council Chambers located at 18500 W. Thirteen Mile Road, Beverly Hills, MI 48025. The Pledge of Allegiance was recited by those in attendance.

#### AMENDMENTS TO AGENDA/APPROVE AGENDA

Motion by Mooney, second by Peddie, to amend the agenda for clarification regarding Business Item 3, the Council will reserve the approval of the development agreement for 31655 Southfield Road, Goddard School, for the first or second meeting in November, pursuant to Administration's recommendation.

Motion passed.

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

Motion passed.

#### **COMMUNITY ANNOUNCEMENTS**

None.

#### **PUBLIC COMMENTS**

Karen Gilbert, Amherst, asked for clarification regarding the pathways plan and which streets would potentially be included. She also asked about a Code Enforcement report.

#### **CONSENT AGENDA**

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

- 1. Review and consider approval of minutes of a regular Council meeting held October 5, 2021.
- 2. Review and file bills recapped as of Monday, October 11, 2021.
- 3. Set public hearing date to receive comments on 2022 Community Development Block Grant funding allocation for Tuesday, November 16, 2021.

Roll Call Vote:

Motion passed (7-0)

#### **BUSINESS AGENDA**

### REVIEW AND CONSIDER SUBCOMMITTEE'S RECOMMENDATION FOR AN APPOINTMENT TO THE ZONING BOARD OF APPEALS

O'Gorman asked to recuse himself from voting on this item because his wife is employed by the same firm as one of the applicants.

Motion by Mooney, second by Peddie, the Village Council allows Councilmember O'Gorman to recuse himself from Business Agenda Item 1.

Motion passed.

There is a vacancy on the Zoning Board of Appeals for a partial term ending June 30, 2023. Announcements of the vacancy were made at the September 21 and October 5, 2021 Village Council meetings.

The Village received 2 applications for the vacancy. The Village appreciates everyone who applied to serve on the Board.

A subcommittee consisting of members O'Gorman (chair), Mooney, and Peddie met with the applicants at 7:00 p.m. on Tuesday, October 19, 2021 in the conference room at the Village Office located at 18500 W. 13 Mile Road, Beverly Hills, MI 48025 to review applications and offer a recommendation.

There was discussion about the length of residency requirement (1 year), and applicant Richardville was deemed ineligible for appointment since he has not lived in Beverly Hills for an entire year.

George commented on appointing one of the sitting ZBA alternates to a full member position.

Motion by Mooney, second by Abboud, the Beverly Hills Village Council appoints William Whalen to the Zoning Board of Appeals for a partial term ending June 30, 2023.

Roll Call Vote: Abboud – Yes George – No Hrydziuszko – No Kecskemeti – No Mooney – Yes O'Gorman (recused) Peddie – Yes Motion failed (3-3)

### REVIEW AND CONSIDER PARKS & RECREATION BOARD'S RECOMMENDATION TO REINSTATE A BUY-A-BRICK FUNDRAISING PROGRAM

The Parks & Recreation Board had been discussing reinstating the Buy-A-Brick Program at Beverly Park. The fundraising program was most recently suspended in 2018. Through this program, residents and local businesses can purchase engraved bricks to be installed at Beverly Park. In the past, individual orders were submitted to the Village and then Administration placed a large order with the vendor once many orders were compiled. The intent is to temporarily open the ordering window for a few months this fall/winter to have bricks ready to be installed next spring.

Administration and Board members researched different vendors that provide the brick engraving fundraising service. At their September 15, 2021 meeting, the Parks & Recreation Board reviewed vendors and selected Brick Markers USA. The Board took into consideration all of the additional services provided by Brick Markers USA when making their decision, such as website and form creation and free shipping. These services are outlined in the attached email dated August 5, 2021 in the Council meeting packet.

The Board also discussed the cost of bricks and how much to charge donors. The funds raised by this program will go toward the Tree Fund for the purchase of trees in Village parks. The Village of Beverly Hills Parks and Recreation Board recommended Council approve their request to reinstate the Buy-A-Brick Fundraising Program at Beverly Park with the rate of \$60.00 for a 4x8 engraved brick and \$120.00 for an 8x8 engraved brick.

Village Attorney Ryan has reviewed a proposed agreement with the vendor and has prepared a memo for Council's review as well.

While it has not been used in a few years, the Village does have a line item created for the Buy-a-Brick pass through funds (Account Number 101-000-675.04).

Motion by Hrydziuszko, second by Mooney, be it resolved, the Beverly Hills Village Council approves the Parks & Recreation Board's request to reinstate the Buy-a-Brick Fundraising Program at Beverly Park with the rate of \$60.00 for a 4x8" engraved brick and \$120.00 for an 8x8" engraved brick. Be it further resolved that that Council authorizes Village Administration to execute the agreement with Brick Markers USA for the purchase of engraved bricks.

Roll Call Vote: Motion passed (7-0)

#### REVIEW AND CONSIDER REQUEST FOR SITE PLAN APPROVAL FOR A MIXED-USE DEVELOPMENT AT 31655 SOUTHFIELD ROAD, GODDARD SCHOOL

Abboud asked to continue to be recused from matters relating to the subject development.

Motion by Mooney, second by Hrydziuszko, the Beverly Hills Village Council allows Councilmember Abboud to recuse himself from Business Agenda Item 3.

Motion passed.

Lloyd provided an overview of the site plan request. On July 21, 2021, the Village Council reviewed plans and application materials to develop a childcare facility, The Goddard School of Beverly Hills, at 31655 Southfield Road in the B-Business District and within the Village Center Overlay District (VCOD). The property is approximately 1.5 acres in size, irregularly shaped and located on the west side of Southfield north of 13 Mile. The proposal includes a mixed-use development project consisting of 2 buildings. Building 1 (located at the rear of the site) is a two-story, 16,000 square foot childcare/preschool building with multiple classrooms and facilities and includes a screened mechanical room on top. Building 2 (at the front of the site) is also two-stories consisting of 5,000 square feet of floor area with mixed uses including office and retail. Upon

review of the proposal, the Village Council requested the Planning Commission review the project and provide a recommendation on the proposed development.

The Planning Commission conducted two meetings on the matter: July 28, 2021, and August 25, 2021. Upon completion of the review, the Planning Commission recommended Village Council approval of the project subject to the applicant receiving variances for the size of the outdoor play area and separation from another facility providing similar service.

On September 13, 2021, the Zoning Board of Appeals conducted two public hearings on the above-noted variances as follows: (Both Variances Were Granted)

Case No. 1390 – Relief from Section 22.08.370(b) requiring 150 square feet for each person cared for; Required – 30,000 square feet; Proposed – 10,240 square feet.

Case No. 1391 – Relief from Section 22.08.370(c) requiring 1,500-foot separation from another State Licensed Facility; Proposed - adjacent Petitioner

The review, approval and recommendation of this project was extensive and comprehensive. The following documents were included as a link in the packet which provided detailed background information on the proposed project:

- September 13, 2021, ZBA agenda packet, application and report with attachments, includes
  - o PC Report dated August 20, 2021 Cover only see additional link
  - o PC Report dated July 23, 2021, cover only see additional link
  - o July 14, 2021 VC report (July 21st meeting)
    - Project description, application and plans
    - Compliance with intent of VCOD (Hobbs & Black July 14, 2021)
    - Traffic Study (Storey Engineering, June 30, 2021)
- Color Renderings
- August 20, 2021 PC report and attachments for the August 25 meeting
  - o PC Report dated August 20, 2021, complete with attachments
    - August 20, 2021 Review letter from HRC
    - August 12 response to planner letter from Hobbs & Black
    - August 12, 2021 response to engineering comments Storey Engineering
    - August 12, 2021 response to landscape comments, Storey Engineering
    - Detailed floor and development plans
    - Planner comments

As stated at the onset of the meeting, review and consideration of the development agreement will take place at the first or second Council meeting in November.

George asked about phasing of the project, certificates of occupancy, and bonds.

Lloyd commented on how landscape and performance bonds are calculated.

Kecskemeti asked for clarification regarding the variances. She commented that the local ordinance was based on state rules regarding a residential distance of 1,500 feet.

Applicant Kellie McDonald, Goddard School, 935 E. Silverbell, Lake Orion, was in attendance. She stated that the project also has lien restraints from the lender which is another assurance for the Village that the project will be completed. Her priority is to get the school building certificate of occupancy.

Mooney commended McDonald and Lloyd on the proposed project and the presentation.

Motion by Mooney, second by Hrydziuszko, the Beverly Hills Village Council accepts the Planning Commission's recommendation and hereby approves the site plan for development of a child-care center at 31655 Southfield Road located in the B-Business District and within the Village Center Overlay District finding that the project has received required variances from the Zoning Board of Appeals and that the project meets the requirements of the B-Business District and the intent of the Village Center Overlay District.

Roll Call Vote: Motion passed (6-0)

## REVIEW AND CONSIDER RESOLUTION AUTHORIZING THE COOPERATIVE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS FOR THE PUBLIC SAFETY DEPARTMENT THROUGH THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

Lieutenant Ginther provided an overview of the request. Beverly Hills Public Safety, as the lead agency, along with four other partner public safety agencies (Berkley, Bloomfield Hills, Farmington, and Huntington Woods) applied for a regional grant under FEMA's Assistance to Firefighter Grant (AFG) program and council recently resolved to accept the grant award of \$608,163.64 on behalf of the consortium and act as the fiduciary.

The Partner Agencies Purchasing Committee, comprised of a representative from each participating agency, reviewed various Self-Contained Breathing Apparatus (SCBA) manufacturers. Through discussions and evaluations based on safety, fit, form, function, and cost of ownership. The committee narrowed their selection and field tested two manufacturers' product – the MSA G-1 and the Scott X-3. The committee chose to use our semi-annual training evolution at the Combined Regional Emergency Services Training (CREST) facility at Oakland Community College (OCC) to evaluate the two SCBA's. This allowed our personnel to evaluate these units while crawling and climbing in darkness and around obstacles as well as live fire conditions. After the public safety officer's that were participating in the training wore each of the SCBA, they indicated their preferred choice on an evaluation to capture the data. The criteria that was used included visibility, communications, ease of donning/doffing the units with the face mask, regulator connection, air cylinder change, buddy breathing/RIC use, heads-up display, Thermal Imaging Camera (TIC) low air alarm, and overall ease of use.

Upon conclusion of the evaluation process, the MSA G-1 was clearly the highest rated SCBA. The evaluation data showed that this particular unit outperformed the Scott in every criteria. The committee then met to review and discuss all of the data, and unanimously decided that the MSA G-1 SCBA best suited our needs. Furthermore, the MSA G-1 system significantly increases our communications and interoperability with neighboring departments, as many are already using this

system. As improved communications and interoperability is also a performance benchmark of the grant award, the MSA G-1 should be selected as the replacement SCBA for our consortium.

After careful consideration and review by the Partner Agencies Purchasing Committee the MSA G-1 was selected as the preferred system. Due to the vendor distribution model of MSA, Apollo Fire Equipment, 12584 Lakeshore Drive, Romeo, MI 48065 is the only vendor able to sell MSA SCBA products within Oakland County. Because of this, the Partner Agencies Purchasing Committee is requesting that council waive competitive bids in order to award this purchase to the sole source meeting specifications, as allowed for in Chapter 12.1 of the Village Charter, to Apollo Fire Equipment, 12584 Lakeshore Drive, Romeo, MI 48065.

In order for funds not to be co-mingled, as required by FEMA as it relates to this grant, there will be two invoices per municipality that are deposited into two separate accounts. The first set of invoices will be for the Local Match Amount of a minimum of \$60,816.36 for the FEMA purchase of 94 SCBA's and 36 additional face pieces as outlined in the grant award. The total Local Match Amount for all five communities combined will be \$67,489.88 and will be deposited in and paid out of a specific account for the grant as outlined in the attached project order budget.

The second set of invoices will be for the necessary additional equipment that goes with the MSA G-1 SCBA system that is not part of the grant award. The amount for all five communities is \$159,540.02 for the purchase of additional equipment as outlined in the attached project order budget and quoted separately from the grant award. These funds will be deposited in and paid out of the South Oakland Fire Association (SOFA) fiduciary account that the Village of Beverly Hills already maintains on behalf of that organization, of which the Village is a member. The entire order will be delivered to the Beverly Hills Public Safety Department to be inventoried, as this is a required component of the grant.

Based upon the Background, SCBA Assessment, and Purchase Outline sole source justification detailed in the memo provided; as well as the Council's long term vision of providing a high level of fire protection and rescue response to both the residents and those visiting the village, the recommendation to purchase the necessary quantity of MSA G-1 SCBA and appurtenances for the SOFA Public Safety Purchasing Consortium from Apollo Fire Equipment, 12584 Lakeshore Drive, Romeo, MI 48065, is put forth for the council's review and consideration.

Motion by Peddie, second by Abboud,

BE IT RESOLVED that based upon the recommendation of the Partnering Agencies Purchasing Committee, which evaluated different SCBA manufacturers with safety, interoperability, communications, function, compatibility, and cost of ownership being the primary criteria for acceptance, the purchase of MSA G1 SCBA's and ancillary equipment through Apollo Fire Equipment, 12584 Lakeshore Drive, Romeo, MI 48065 for the total amount of \$835,193.54 be approved, and;

BE IT FURTHER RESOLVED that the Local Match Amount portions of the consortium grant funded purchase for the partner agencies of the Cities of Berkley, Bloomfield Hills, Farmington, and Huntington Woods, and the Village of Beverly Hills, which totals \$67,489.88, and is individually outlined in the project purchase budget, be invoiced to those municipalities by the village respectively, and;

BE IT FURTHER RESOLVED that the Local Non-Grant Funded Cost portions of the consortium purchase for the partner agencies of the Cities of Berkley, Bloomfield Hills, Farmington, and Huntington Woods, and the village of Beverly Hills, which totals \$159,540.02, and is individually outlined in the project purchase budget, be invoiced to those municipalities by the Village respectively, and;

BE IT FINALLY RESOLVED that the Village of Beverly Hills pay for its Local Match Amount and Total Local Non-Grant Funded Costs of the consortium purchase, which totals \$70,394.86, utilizing available funds in Capital Expenditures account number 401-905-981.05.

Roll Call Vote: Motion passed (7-0)

#### REVIEW AND CONSIDER HIRING VILLAGE MANAGER SEARCH FIRM

Mooney gave an overview of the Personnel Committee's work researching firms for the Village Manager search, services provided, and fees. Based on their findings, the Personnel Committee recommends hiring the Michigan Municipal League (MML) to conduct the search. The MML's base price is \$17,000 and the Personnel Committee recommends allocating additional funding for contingencies.

Kecskemeti stated that the firm and the Council will take the search very seriously in order to get a great candidate to fill the role of Village Manager. She stated that the MML would advertise the position, screen candidates, and assist with the interview process.

George stated the firm will meet with Council and staff to create a marketing packet for the opportunity in order to attract quality candidates. He said that background checks would be included as part of the contingencies and that the MML could start right away.

O'Gorman asked if there was a target number of candidates and if this would be a nationwide search. George confirmed it would be nationwide, but there is not a set target number of candidates at this time.

Peddie asked about the scope of the background checks and who performs the background checks. George stated background checks would be included in the contract with MML to perform.

Abboud asked about a timeframe. George was hopeful based on his research of firms that the process would take around 90 days, but also indicated that the upcoming holidays and a potential candidate having to provide notice may cause delays.

Mooney stated that all Council members will be included in the search and hiring process.

Motion by Mooney, second by Abboud, be it resolved that the Beverly Hills Village Council agrees to obtain the Michigan Municipal League Executive Search Team to assist with the search process for Village Manager at a cost not to exceed \$25,000.00 and authorizes the Village President and Administration to execute an agreement with said firm subject to review by the Village Attorney. Funds are available in account 101-248-831.00. THESE MINUTES ARE NOT OFFICIAL, THEY HAVE NOT BEEN APPROVED BY THE VILLAGE COUNCIL.

Roll Call Vote: Motion passed (7-0)

#### PUBLIC COMMENTS

Karen Gilbert, Amherst, stated that every opinion matters. She stated how much she has paid in taxes over the years and recommended that the newer members of Council listen to the long-time residents more.

#### MANAGER'S REPORT

Wilson thanked Lloyd for his presentation on the Goddard School development. He thanked Ginther for his efforts on the grant application for the Public Safety Department.

Wilson stated that Greenfield was reopened.

The TAP grant application was submitted by HRC, Inc. on the Village's behalf. It will be a few months before the Village hears back.

Wilson stated that the 2021 Concrete Repair Program began last week.

Wilson stated that his last day with the Village is November 30, 2021 and he is working on a transition plan.

He stated that Administration will be bringing a Backflow Preventer Incentive Program before the Council at their next meeting for review.

O'Gorman suggested that there should be better communication regarding the Backflow Preventer Incentive Program for senior residents.

#### **COUNCIL COMMENTS**

O'Gorman thanked the applicants for applying to the ZBA. He thanked all of the volunteers in the Village for their service. He commended Lieutenant Ginther on his work on the grant application and stated that it speaks to the quality of people who live and work in Beverly Hills.

Kecskemeti provided more details for the Backflow Preventer Program proposal. He stated that the incentive program combined with a public education campaign is a short term and first step solution for stormwater management.

Abboud stated the audit is complete and the Village is in good financial standing. He provided updates on the MML and SEMCOG meetings he attended. He attended a Next meeting earlier that morning and stated the recreation center is open. He stated anyone 50 or older can join Next. He talked about the Governor's Executive Order regarding the aging population and the establishment of the Health and Aging Services Administration.

Mooney expressed gratitude to George and Kecskemeti for their work on the executive search firm process.

Hrydziuszko stated that the Halloween Hoot will be held on Saturday, October 23, 2021 from 6-8 p.m. She said the event is modified due to the pandemic. She thanked the Goddard School for THESE MINUTES ARE NOT OFFICIAL. THEY HAVE NOT BEEN APPROVED BY THE VILLAGE COUNCIL.

working to bring child care to the area. She thanked Lt. Ginther for his hard work on the grant. She thanked the Personnel Committee for their work on the executive search process.

George thanked the Public Safety Department and Lt. Ginther. He stated the backflow prevention incentive program is modeled after other communities. He stated that there are challenges and is looking for ways to be proactive. He appreciated Mooney's kind words regarding the Personnel Committee. He is looking for the best answers for the community.

#### **ADJOURNMENT**

Motion by Mooney, second by Abboud, to adjourn the meeting at 9:10 p.m.

Motion passed.

John George Council President Kristin Rutkowski Village Clerk



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 10/12/2021 THROUGH 10/25/2021.

#### **ACCOUNT TOTALS:**

101	GENERAL FUND		\$83,252.84
202	MAJOR ROAD FUND		\$14,653.24
203	LOCAL STREET FUND		\$25,794.44
205	PUBLIC SAFETY DEPARTMENT FUND		\$179,001.57
268	LIBRARY		\$130,738.50
285	RETIREE HEALTH CARE FUND		\$5,397.69
592	WATER/SEWER OPERATION FUND		\$43,288.96
701	TRUST & AGENCY FUND		\$847.50
		TOTAL	\$482,974.74
	MANUAL CHECKS- COMERICA		\$3,860.03
	MANUAL CHECKS- INDEPENDENT		\$0.00
	ACCOUNTS PAYABLE		\$486,834.77
		GRAND TOTAL	\$486,834.77

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS Page: 1/2
CHECK DATE FROM 10/22/2021 - 10/22/2021

10/22/2021 10:31 AM User: JAY

DB: Beverly Hills Check Date Bank Check Vendor Vendor Name Amount Bank COM COMERICA AMANDA LYNETTE MAYMAN AMAZON CAPITAL SERVICE APOLLO DEL 280.82 7,116.41 203.56 293.47 130,738.50 19.04 200.00 650.00 40,378.41 250.00 6,357.00 250.00 155.83 265.00 71.49 300.00 94,321.00 17,627.74 111.85 27,180.17 343.43 22.00 1,050.00 4,401.76 3,481.75 994.74 7,357.28 500.00 300.00 700.00 468.00 250.00 340.00 395 00 1,050.00 800.00 250.00 150.00 2,860.33 418.07 1,684,40 41.67 250.00 1,050.00 310.00 934.77 250.00 570.00 221.74 765.00 143.31 36,868.33 12,173.55 535.20 300 00 300.00 179.98 200.00 300.00 3,711.39 

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60572 VICTORIA CAI
20800 WINDER POLIC
20900 ZIP ETC INC 38205 VERIZON WIRELESS MESSAGING 285.47 VICTORIA CALVER 250.00 VICTORIA CALVER
WINDER POLICE EQUIPMENT 804.00

180.00

10/22/2021 10:31 AM User: JAY

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS Page: 2/2

CHECK DATE FROM 10/22/2021 - 10/22/2021

DB: Beverly Hills

Check Date Bank Check Vendor Vendor Name Amount

COM TOTALS:

Total of 77 Checks: 482,974.74
Less 0 Void Checks: 0.00

Total of 77 Disbursements: 482,974.74

10/22/2021 10:32 AM

DB: Beverly Hills

User: JAY

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS Page: 1/1

CHECK DATE FROM 10/12/2021 - 10/21/2021

Check Date Bank Check Vendor Vendor Name Amount Bank COM COMERICA 10/14/2021 COM 84453 59045 MICRO CENTER 529.99 10/20/2021 COM 84454 59636 COSTCO WHOLESALE 3,330.04 COM TOTALS: Total of 2 Checks: 3,860.03 Less 0 Void Checks: 0.00 3,860.03 Total of 2 Disbursements:



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

**Subject:** Lions Club Candy Cane Collection

**Date:** October 25, 2021

Village Administration received a request from the Beverly Hills Lions Club regarding their annual Candy Cane Collection to be held November 24 – December 24, 2021. Please see the attached letter.

#### **Recommended Resolution:**

Be it resolved, the Beverly Hills Village Council approves the request from the Beverly Hills Lions Club to solicit donations for their annual Candy Cane Collection from November 24 to December 24, 2021 and the following notice will be placed on the display sign outside of the Village Offices, provided there is no conflict: "Support Lions Candy Cane Collection November 24 to December 24."

Attachment

#### **BEVERLY HILLS LIONS CLUB**



Beverly Hills, Michigan 48025



October 19, 2021

Mr. Chris Wilson Beverly Hills Village Manager 18500 W. 13 Mile Road Beverly Hills, MI 48025

Re: Lions Club Candy Cane Collection

Dear Mr. Wilson,

The season for giving is again upon us and the period from November 24, 2021 to December 24, 2021 has been designated "Candy Cane Collection" for the Beverly Hills Lions Club. Your local Lions are once again requesting your approval to conduct a fund solicitation drive in Beverly Hills during this period. We will be soliciting primarily at the Corners Shopping Center and Market Fresh.

We respectfully request that the following notice be placed by your organization on the display sign outside of the Village Offices, provided there is no conflict.

#### Support Lions Candy Cane Collection November 24, to December 24

The funds raised during this drive will be used primarily to support activities and organizations related to sight and hearing-impaired individuals. The Leader Dog School for the Blind, in Rochester, Michigan, is our primary beneficiary. The Lions Club of Beverly Hills gladly supports many activities within the Village as well such as the Halloween Hoot, the Memorial Day Fun Run and the High School Senior Scholarship Award.

Respectfully yours,

Dennis D. Alberts, Event Co-Chair

Beverly Hills Lions Club Candy Cane Collection

4055 Country Club Drive Bloomfield Hills, MI 48301

248-203-9860



To: Village President George, Village Council

Chris Wilson, Village Manager

From: Mark D. Lloyd, Planning & Zoning Administrator

Date: October 26, 2021

Re: Proposed Development Agreement for Approved Site Plan to Develop Vacant Lot at 31655 Southfield -

Goddard School of Beverly Hills

#### THIS ITEM WAS TABLED AT THE OCTOBER 19, 2021, VILLAGE COUNCIL MEETING

On October 19, 2021, the Village Council approved the site plan for development of a mixed-use development project at 31655 Southfield Road in the B Business District and within the Village Center Overlay District. A copy of the draft Development Agreement associated with the approved site plan was presented to the Village Council for consideration at that time. The Village Council tabled consideration of the Development Agreement to allow additional time for review. Section 22.23.11.d, Development Agreement of the Village Zoning Ordinance states, "Development approved according to this Section shall enter into a development agreement with the Village, in a form acceptable to the Village Attorney that specifies the required improvements, commitments and obligations of the development as it relates to the overall Village Center district. The development agreement shall specify any recognized benefits provided by the developer, flexibility granted by the Village, and maintenance provisions for all site improvements."

A copy of the October 13, 2021, report (10-19-2021 VC meeting) and all attachments are included with this report along with the Development Agreement which has been signed by the developer. In addition, a copy of the PowerPoint presentation given at the October 19, 2021, meeting, and subsequently sent via e-mail to the Village Council on October 20, 2021, is also included and provides an overview of the project and outlines the terms and conditions of the Development Agreement. The Village Attorney has prepared a resolution for consideration on this matter. It too, is included.

**Suggested Resolution**: See proposed resolution prepared by the Township Attorney. Date to be amended to November 2, 2021.



To: Village President George, Village Council

Chris Wilson, Village Manager

From: Mark D. Lloyd, Planning & Zoning Administrator

Date: October 13, 2021 (updated)

Re: Proposed Redevelopment of Vacant Lot at 31655 Southfield – Goddard School of Beverly Hills

#### THIS ITEM WAS TABLED FROM THE OCTOBER 5, 2021, VILLAGE COUNCIL MEETING

#### **Project History:**

On July 21, 2021, the Village Council reviewed plans and application materials to develop a childcare facility, The Goddard School of Beverly Hills, at 31655 Southfield Road in the B-Business District and within the Village Center Overlay District (VCOD). The property is approximately 1.5 acres in size, irregularly shaped and located on the west side of Southfield north of 13 Mile. The proposal includes a mixed-use development project consisting of 2 buildings. Building 1 (located at the rear of the site) is a two-story, 16,000 square foot childcare/preschool building with multiple classrooms and facilities and includes a screened mechanical room on top. Building 2 (at the front of the site) is also two-stories consisting of 5,000 square feet of floor area with mixed uses including office and retail. Upon review of the proposal, the Village Council requested the Planning Commission review the project and provide a recommendation on the proposed development.

The Planning Commission conducted two meetings on the matter: July 28, 2021, and August 25, 2021. Upon completion of the review, the Planning Commission recommended Village Council approval of the project subject to the applicant receiving variances for the size of the outdoor play area and separation from another facility providing similar service.

On September 13, 2021, the Zoning Board of Appeals conducted two public hearings on the above-noted variances as follows: (Both Variances Were Granted)

Case No. 1390 – Relief from Section 22.08.370(b) requiring 150 square feet for each person cared for; Required – 30,000 square feet; Proposed – 10,240 square feet.

Case No. 1391 – Relief from Section 22.08.370(c) requiring 1,500-foot separation from another State Licensed Facility; Proposed - adjacent Petitioner:

#### **Project Background:**

The review, approval and recommendation of this project was extensive and comprehensive. Following is a list of documents included in the first link below which provides reports and pertinent documentation from the Village Council, Planning Commission and ZBA. These documents provide detailed background and review information on the proposed project.

- September 13, 2021, ZBA agenda packet, application and report with attachments, includes
  - PC Report dated August 20, 2021 Cover only see additional link

- o PC Report dated July 23, 2021, cover only see additional link
- July 14, 2021 VC report (July 21<sup>st</sup> meeting)
  - Project description, application and plans
  - Compliance with intent of VCOD (Hobbs & Black July 14, 2021)
  - Traffic Study (Storey Engineering, June 30, 2021)
- Color Renderings

Project Link (ZBA report and noted attachments):

https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:cd2babf9-d62c-4210-8517-7b24d0b1e201

Following is a list of documents included in the second link below which provides additional reports and pertinent documentation from the Planning Commission. These documents provide detailed background and review information on the proposed project.

https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:c52c2014-d40c-4d2e-a89a-99c6af567429

- August 20, 2021 PC report and attachments for the August 25 meeting
  - o PC Report dated August 20, 2021, complete with attachments
    - August 20, 2021 Review letter from HRC
    - August 12 response to planner letter from Hobbs & Black
    - August 12, 2021 response to engineering comments Storey Engineering
    - August 12, 2021 response to landscape comments, Storey Engineering
    - Detailed floor and development plans
    - Planner comments

A copy of the proposed Development Agreement has been submitted, and reviewed by the Village Manager, Village Attorney, Planning and Zoning Administrator and Contract Planner. Edits have been made and returned to the developer for review and comment. All edits have been accepted, agreed upon and incorporated into the Development Agreement distributed along with this report.

A project presentation will be made at the meeting. In addition, the applicant and their team will be available to answer any questions and to discuss the project. Please contact staff at your earliest convenience if there are any questions or comments which might need additional research prior to the meeting.

#### **Suggested Resolution:**

The Village Council accepts the Planning Commission's recommendation and hereby approves the site plan for development of a child-care center at 31655 Southfield Road located in the B-Business District and within the Village Center Overlay District finding that the project has received required variances from the Zoning Board of Appeals and that the project meets the requirements of the B-Business District and the intent of the Village Center Overlay District. Furthermore, the Village Council hereby approves the associated Development Agreement and authorizes the Village President to execute on behalf of the Village Council.

#### Law Office of Thomas J. Ryan, P.C.

2055 Orchard Lake Road, Sylvan Lake, MI 48320 (248)334-9938

To: Village Council

From: Thomas J. Ryan, Village Attorney

**Date:** October 14, 2021

Re: Goddard Development Agreement

Dear President George and Members of Council,

On the Agenda for the October 19<sup>th</sup> meeting is the Site Plan and possible approval for the Goddard Development under the Village overlay ordinance, and for a Development Agreement which is mandated by the Village overlay ordinance, Chapter 22, Section 23.1 of the Village Zoning Ordinance.

As this is the first Development Agreement under this ordinance, I would be pleased to answer any questions that the Village Council has, but I will try to outline several pertinent points for the Council.

The Development Agreement is required in the ordinance under 23.11(D) which states "Development Agreement – Development approved according to this section shall enter into a development agreement with the Village, in a form acceptable to the Village Attorney, that specifies the required improvements, commitments and obligations of the development as it relates to the overall Village Center district. The development agreement shall specify any recognized benefits provided by the developer, flexibility granted by the Village, and maintenance provisions for all site improvements."

The Development Agreement before you this evening is a collaboration between the developer, the developer's attorney, myself, Mr. Wilson, Mr. Lloyd and our planner, Brian Borden. The Village team believes this Agreement fairly represents the roadmap for the development of this property, which will be recorded in the Oakland County Register of Deeds, and is binding on any heirs or successors in title to this subject property.

The Development Agreement recites the process to reach this agreement, the approvals granted, the recommended approvals by Planning Commission and approval by Village Council. These approvals involve certain flexibility deviations which are deemed appropriate by the Village Planning Commission and Village Council under the standards of the ordinance and the circumstances of the proposed development and subject property.

The recognized development, as noted by the Planning Commission, Village Council and administration, has been incorporated into the Development Agreement, per the ordinance, and the conditions and standards have been memorialized in the Development Agreement as well.

As the Council is aware as mentioned at the last council meeting, the adjacent property owner the Village of Beverly Hills Club, has challenged the two (2) variances granted by the Village of Beverly Hills Zoning Board on September 13, 2021. Our village ordinance indicates that site plans

President George and Members of Village Council October 14, 2021 Page 2

and variances are valid for one (1) year from and after the date of approval, but because of the referenced lawsuit the applicant will not be able to close on the purchase of the property until and unless the lawsuit is favorably resolved.

It is the intention of the Village to support the action by the Zoning Board in the Oakland County Circuit Court by filing the appropriate and necessary legal papers to hopefully resolve that matter in support of the variances granted. If that litigation is successfully concluded supporting the Zoning Board's variances, the applicant will close on the real estate and the one (1) year time period will begin. If Council is agreeable to approving the Site plan and Development Agreement, a resolution would be in order.

I would be pleased to answer any questions.

Respectfully submitted,

Thomas J. Kyan Village Attorney

#### VILLAGE OF BEVERLY HILLS

# RESOLUTION OF THE VILLAGE OF BEVERLY HILLS REGARDING A DEVELOPMENT AGREEMENT BETWEEN JMAX CAPITAL, LLC, DOING BUSINESS AS THE GODDARD SCHOOL OF BEVERLY HILLS AND THE VILLAGE OF BEVERLY HILLS

At a regular meeting of the Beverly Hills Village Council, Oakland County, Michigan, held at the Village Office at 18500 W. Thirteen Mile Road, Beverly Hills, Michigan 48025, on Tuesday, November 2, 2021, at 7:30 p.m.

PF	RESENT:
A]	BSENT:
Tł	ne following Resolution was offered by
Agreeme Limited Decome e	ported by to approve the Development to the between the Village of Beverly Hills and JMAX Capital, LLC, a Michigan Liability Company doing business as the Goddard School of Beverly Hills to effective upon the successful completion of the pending litigation in the Oakland Circuit Court Case No. 21-190294-AA.
A	YES:
N	AYS:
RI	ESOLUTION DECLARED ADOPTED.
	CERTIFICATION
for	I, Kristin Rutkowski, being the duly appointed and qualified Clerk of the Village Beverly Hills, Oakland County, Michigan, do hereby certify and declare that the regoing is a true and correct copy of a Resolution adopted by the Village Council of the illage of Beverly Hills at a regular meeting thereof held on November 2, 2021.
	Kristin Rutkowski, Village Clerk

## THE GODDARD SCHOOL OF BEVERLY HILLS DEVELOPMENT AGREEMENT

Entered into between:

The Village of Beverly Hills, a Michigan municipal corporation

and

JMAX Capital, LLC, a Michigan Limited Liability Company doing business as The Goddard School of Beverly Hills

Dated:	, 2021

#### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_\_, 2021, by and between the VILLAGE OF BEVERLY HILLS, a Michigan municipal corporation ("Village") and JMAX Capital, LLC, a Michigan Limited Liability Company doing business as The Goddard School of Beverly Hills ("Developer").

#### WITNESSETH:

- A. Developer owns a legal interest in the real property at 31655 Southfield Road, tax i.d. # 2402427006, and as legally described on the attached **Exhibit A**, which contains approximately 1.5 acres, and is located in the Village ("**Property**").
- B. Developer has submitted various applications (together the "Application") to develop the Property under the B and Village Center Overlay District ("VCOD") as provided in Section 22.23 of the Village Zoning Ordinance ("Ordinance") as set forth in the approved Project Plan.
- C. The matter was referred by the Village Council to the Village Planning Commission at the Council's July 20, 2021 meeting. The Village Planning Commission discussed the matter at its July 28, 2021 meeting and at its August 25, 2021 meeting the Village Planning Commission recommended to the Village Council approval of the Application and related site plan subject to Developer obtaining necessary variances from the Village of Beverly Hills Zoning Board of Appeals.
- D. On September 13, 2021 the Village of Beverly Hills Zoning Board of Appeals conducted two (2) duly noticed public hearings and granted certain variances to the Developer; to-wit:
  - a. Variance 1390 to allow an outdoor childcare center play area of 10,240 square feet versus the 30,000 square feet required by the Ordinance;
  - b. Variance 1391 to allow a childcare center at the Property within the minimum 1500' foot distance from another state licensed childcare facility required by the Ordinance.
- E. Thereafter this matter was returned to Village Council for consideration at its October 19, 2021 meeting for Resolution and the approval of this Development Agreement.
- F. The Property is zoned B Business District and Village Center Overlay District (Mixed Use Zone). Developer has applied to the Village to develop the Property as zoned as an integrated mixed-use development in accordance with the approved Site Plan attached at **Exhibit B** ("**Project Plan**"), with a mixture of childcare center, preschool commercial day care, commercial, retail and office which are all permitted by right by the Village Zoning Ordinance under current zoning. The Project Plan depicts and is hereby approved for a 2 story 16,422 square foot childcare/preschool building and a 2 story 4,902 square foot mixed use

commercial/office/retail building and the collective associated site improvements, parking and circulation fields and landscaping ("Project").

- G. The Village and Developer agree, and the Village has so found in public meetings before its Planning Commission, Zoning Board of Appeals and Village Council, that the Project satisfies all of the qualifying conditions for use of the approval and flexibility standards of the VCOD Ordinance pursuant to Section 22.23 *et seq.* and that Developer has otherwise obtained all necessary site plan approvals from the Village Planning Commission, certain variances from the Ordinance from the Zoning Board of Appeals and final development approvals from the Village Council to proceed to develop the Project pursuant to this Agreement.
- H. The Project is consistent with the intent of and satisfies all of the conditions of the VCOD Ordinance required for approval of the Project, including but not limited to Sections: (i) 22.23.3; (ii) 22.23.4; (iv) 22.23.5; (v) 22.23.7; (vi) 22.23.8 and (vii) 22.33.11 (including certain Dimensional Flexibility and Recognized Benefits noted in the public record, the Application and the Project Plan and here in).
- I. The Village Council, after giving proper notice, held a public meeting on October 19, 2021 at which time the Developer's Application and the form of this Agreement were considered along with prior action of the Village Planning Commission and Zoning Board of Appeals, and comments and recommendations of the public were heard, and the Village Council adopted a binding Resolution approving this Agreement, the Project Plan, and the Project.
- J. The VCOD Ordinance requires the execution and recording of this Agreement in connection with the final approval of the Project and Project Plan, setting forth the conditions upon which such approval is based.
- K. The Village desires to ensure that the Property is developed and used in accordance with the Agreement, the approved Project Plan, the VCOD, certain variances from the Ordinance from the Zoning Board of Appeals and all other applicable laws, ordinances and regulations not inconsistent with this Agreement.
- L. The Village considers the Goddard School component of the Project Plan and this particular Developer integral to the approval of this Project.
- NOW, THEREFORE, the Developer and the Village, in consideration of the mutual covenants described herein, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Project and Project Plan, agree as follows:
- <u>Section 1.</u> <u>Incorporation of Recitals</u>. The parties acknowledge and represent that the foregoing recitals are true and accurate and are hereby incorporated into this Agreement to be binding upon the parties.
- <u>Section 2.</u> Project and Project Plan Approval. The parties acknowledge and agree that the Project and Project Plan have been granted final approvals in all respects under the VCOD by the Village Council, Planning Commission and Zoning Board of Appeals subject to compliance with

the conditions set forth in Section 3 below ("Project Approval"). Such Project Approval includes approval of the Application, the Project Plan, this Agreement and all exhibits attached to this Agreement, which take precedence over and supersede any and all prior reports, agreements, plans and other submissions to the Village relative to the Property:

Exhibit A. Property Legal Description
Exhibit B. Project Plan and Phasing Plan
Exhibit C. Architectural Elevation Drawings

Developer's rights to develop the Property for the Project consistent with the Project Approval as provided for in this Agreement are fully vested: (i) upon the execution of this Agreement and; (ii) upon Developer's receipt of a permit from the Village to commence substantial construction related activity on the Property consistent with the Project Approval which must occur within one (1) year of this Agreement, which construction efforts shall then be diligently pursued thereafter by Developer. Except as provided in the Agreement, no subsequent zoning action by the Village shall impair the rights of Developer hereunder, and the uses and development permitted by this Agreement shall be deemed to be lawful, conforming uses. Developer shall fully comply with the Village's design and engineering standards and other local, state and federal laws, codes and regulations in effect at the time of construction of the Project, to the extent they do not conflict with this Agreement or the Project Plan.

<u>Section 3.</u> Conditions of Project Approval. The Project Approval shall be subject to the following conditions with which Developer and Village must comply:

- a. Developer will develop the Project in compliance with the Project Plan and the Project Approval.
- b. Developer will obtain all necessary final approvals and permits for the Project from the Road Commission for Oakland County in connection with any work in the public right of way on Southfield Road.
- c. Developer will not seek division of the Property under the Michigan Land Division Act without Village Council approval and amendment of this Agreement, which approval will not be unreasonably withheld by the Village.
  - d. Developer adheres to HRC's recommendations in its letter dated August 20, 2021.
- e. Developer adheres to the final engineering approval by the Village engineer and the Fire Marshall letter dated August 23, 2021 as well as any related and consistent updated requirement.
- f. Developer agrees to a future north-south only "vehicular cross-access easement" agreement across to be determined portions of the Property ("the Easement"). The location of the Easement will be proposed by the Village in the public interest of compatible and cohesive future commercial development, developed under the VCOD, along Southfield Road. The location of the Easement will not impair the use, parking, vehicular access, development or

operation of the Property consistent with the Project for its intended purposes. The parties agree to act reasonably and in good faith with regard to this provision in the future.

Section 4. Zoning Ordinance Requirements. Except as set forth in this Agreement and the Project Plan and Project Approval, the Project shall be developed in accordance with the Ordinance. In the event the express provisions of this Agreement or the Project Plan and Project Approval are inconsistent with the Ordinance, regulations or design standards in existence on the date of this Agreement, then this Agreement and Project Plan and Project Approval shall control. Except for any such conflict, the provisions of the Ordinance shall apply.

Section 5. Flexibility to VCOD Ordinance Requirements. As set forth in the Application, Project Plan and Project Approval, pursuant to Section 22.33.11 of the VCOD Ordinance, and the Village's recognition of certain Recognized Benefits as required at Section 22.33.11, the following Dimensional Flexibility modifications to the strict requirements of the B and VCOD Ordinance are approved by the Village without further review:

- a. not requiring a sidewalk along Gould Court;
- b. a reduction to 59% vs 75% building frontage along Southfield Road;
- c. a reduction in window/façade % per the Project Plan;
- d. reduction in distance of the drive/approach from another driveway;
- e. lighting that is proposed in a right-of-way is subject to approval by the Road Commission for Oakland County;
- f. the Project will be developed according to the approved Project Plan.

Section 6. Zoning Variances. These zoning variances are valid for one (1) year unless extended by application to the Zoning Board of Appeals. As set forth in the Application, Project Plan and Project Approval, pursuant to the Ordinance and the Michigan Zoning Enabling Act, and the Village's recognition of certain Developer practical difficulties through its Zoning Board of Appeals, the following variances to the strict requirements of the B and VCOD Ordinance are recognized as approved by the Village without further review:

- a. Variance 1390 to allow an outdoor childcare center play area of 10,240 square feet versus the required 30,000 square feet required by the Ordinance;
- b. Variance 1391 to allow a childcare center at the Property within the minimum 1500' foot distance from another state licensed childcare facility required by the Ordinance.

<u>Section 7.</u> <u>Modifications.</u> Minor modifications to the Project Plan and Project Approval, which involve a reduction of five (5%) percent or less of building area or minor architectural changes, may be approved administratively by the Village Planning Department at the request of the Developer. Major modifications to the Project Plan and Project Approval of more than five

(5%) percent of building area or major architectural changes must be approved by Village Council. Any request for a modification of the Project Plan by Developer shall be made in writing to the Village Planning Department, which shall determine whether the requested modification is a minor or a major modification, in its sole and reasonable discretion. Minor modifications to any other plans, specifications, signage, drawings or other related documents may be approved administratively by the Village Planning Department.

<u>Section 8. Village Plan Review.</u> The Village shall review and approve all Project plans and construction drawings for demolition, clearing, grading, utilities, landscaping, site improvements, buildings and related approvals and permits pursuant to the Ordinance. The Village will review Project plans and drawings and provide comment and approval within an ordinary course period following each submission of Project plans or drawings.

<u>Section 9.</u> <u>Consent/Approvals.</u> Whenever the consent, approval or permit issuance of the Village Council or any Village commission, department, staff, attorney or representative is required for the Project, such consent, approval or permit issuance shall not be unreasonably withheld, delayed or conditioned.

Section 10. Sale of Property. Developer shall have the right to sell, transfer, assign and/or mortgage all or any portion of the Property within its legal interests subject to the terms and conditions of this Agreement. All such conveyances shall be in accordance with state law and local ordinances, as may be modified by this Agreement. In the event all or any portion of the Property changes ownership or control, the terms and conditions of this Agreement shall be binding on any successor owner of all or any portion of the Property. The Village acknowledges that this Agreement may be relied upon for the future land use and development of the Property by Developer and its successors and assigns and transferees. Any material change in land use with respect to the Project, Project Plan or the Project Approvals that substantially affects day-to-day operations of the Goddard School childcare business or other use permitted by right in the B or VCOD zoning districts must be approved by the Village, said approval not to be unreasonably withheld. Notwithstanding anything in the Agreement to the contrary, Developer and its successors and assigns and transferees shall have no obligation to develop any part or all of the Project.

<u>Section 11.</u> Public Benefit. This Development Agreement comprises elements that satisfies the qualifying conditions of the VCOD to provide flexibility and to provide a public benefit to meet the Village's long-term goals and objectives for the development in this area. The public benefits are:

- a. The Developer will permit the use of the parking area of the Property for public purpose assembly for charitable or civic purposes (such as fundraising walks/runs, school bake sales/carwashes) at the request of the Village up to two days in any calendar year to occur only on a weekend or legal holiday and after receipt of not less than 90 days written notice that such assembly and usage is requested.
- b. Developer and the Village have agreed to cooperate in good faith on future agreement to the following future possible area improvements to the VCOD area for the benefit of the continued cohesive and compatible commercial development of the VCOD, the Village,

its commercial ad valorem tax base and the convenience and benefit of the public in general:

- *i.* the Easement along Southfield Road as discussed in the Section 3(f) above;
- ii. the potential sale of the northerly 6' feet of the Property by Developer or its successors to the Village or a third party as part of a cohesive and compatible re-development of Gould Court under the VCOD and its associated residential properties for the benefit of the Village and its residents so long as the future proposed sale does not impair the use, parking, vehicular access, development or operation of the Property consistent with the Project for its intended purposes. The parties agree to act reasonably and in good faith with regard to this provision in the future for the mutual benefit of the Village and the Developer.

Section 12. Phasing. Subject to the requirements of Section 2, the Project may be constructed by the Developer and issued permits by the Village in accordance with attached phasing plan. A Certificate of Occupancy for phase I shall not be issued unless or until construction of phase II is underway which shall constitute installation and approval of the building foundation at a minimum. All landscaping shall be installed at time of issuance of Certificate of Occupancy for phase I or a cash bond in the amount of \$75,000.00 shall be deposited with the Village to ensure completion of landscape improvements.

<u>Section 13. Performance and Completion Assurances</u>. Developer shall provide performance and completion assurances in accordance with applicable Village's ordinances. Prior to undertaking any construction activities, Developer shall obtain a bond in the amount of \$200,000.00 that may be used to demolish or finish any incomplete construction that has been abandoned prior to completion of the Project or to secure the site to protect the public health, safety and welfare. The bond shall be in a form acceptable to the Village's attorney. Such bond shall be returned to Developer at such time as a certificate of occupancy is issued for any part of the Project.

<u>Section 14. Integration/Amendments</u>. This Agreement and its exhibits set forth the entire agreement between the parties relative to the subject matter hereof. No prior or contemporaneous oral or written representations, statements, promises, agreements or undertaking made by either party or agent of either party, that are not contained in the Agreement shall be valid or binding. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement.

Section 15. Severability. It is understood and agreed by the parties that if any part, term or provision of the Agreement is held by the courts to be illegal or in conflict with any statute, ordinance, rule, regulation or other applicable law, the validity of the remaining portions or provisions of the Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

<u>Section 16.</u> Governing Law. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

<u>Section 17.</u> Waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

Section 18. Inconsistency. To the extent that this Agreement and/or the Project Plan or Project Approval conflict with requirements of the Ordinance, the terms of this Agreement and the Project Plan or Project Approval will control. Any clerical errors or mistakes in the Agreement or its exhibits may be corrected by any of the parties, and all parties agree to cooperate in making such corrections in order effectuate the intent of the parties in entering into this Agreement. In all events any reference to the Ordinance shall mean the existing Ordinance at time of execution of this Agreement.

<u>Section 19.</u> Authority. The signatories of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such party.

Section 20. Binding Effect. This Agreement shall be effective upon execution and shall be recorded in the office of the Oakland County Register of Deeds. This Agreement shall run with the land constituting the Property and be binding upon and inure to the benefit of the parties, their heirs, successors, assigns and transferees. It is also understood that the members of the Village Council and/or the Village Administration and/or its departments may change, but the Village shall nonetheless remain bound by the Agreement.

Section 21. Agreement Jointly Drafted. The parties have negotiated the terms of this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of the parties. Accordingly, neither party shall be deemed to be the author of this Agreement and this Agreement shall not be construed against either party.

<u>Section 22.</u> Notices under this Agreement will be provided to the following addressees, which may be modified by delivering notice of such change to the other party at the following address:

To Developer:

Kellie McDonald JMAX Capital, LLC 935 E. Silverbell Road Lake Orion, MI 48360 With a copy to:

Richard E. Rassel

Williams Williams Rattner & Plunkett, P.C.

380 North Old Woodward Avenue

Suite 300

Birmingham, MI 48009

To Village:

Village Manager

18500 W. 13 Mile Road Beverly Hills, MI 48025

With a copy to:

Village Attorney

Thomas J. Ryan, Esq. 2055 Orchard Lake Road Sylvan Lake, MI 48320

[signatures on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

	VILLAGE OF BEVERLY HILLS a Michigan municipal corporation
	By: Village President
	By: Village Clerk
<u>ACKN</u> 0	<u>OWLEDGEMENT</u>
STATE OF MICHIGAN ) ) ss COUNTY OF OAKLAND )	
The foregoing Agreement was acknowledge	ged before me on the day of, 2021, Beverly Hills, a Michigan municipal corporation, on
ACKNO	OWLEDGEMENT
STATE OF MICHIGAN ) ) ss COUNTY OF OAKLAND ) The foregoing Agreement was acknowleds by Village Clerk_for the Village of Bever of the corporation.	ged before me on the day of, 2021, ly Hills, a Michigan municipal corporation, on behalf
, Notary Public Oakland County, Michigan My Commission Expires: Acting in Oakland County	

[Signatures continued on next page]

Kellie McDonald

Title: Manager of JMAX Capital, LLC, a

Michigan Limited Liability Company doing business as The Goddard School of Beverly

Hills

#### **ACKNOWLEDGEMENT**

STATE OF MICHIGAN	)
	) ss
COUNTY OF OAKLAND	)

The foregoing Agreement was acknowledged before me this day of to be a company doing business as The Goddard School of Beverly Hills.

Kiefter Dome y, Notary Public

Oakland, Michigan

My Commission expires: 04/29/2021

Acting in Oakland County

KIEFFER C DONNELLY
Nolary Public – State of Michigan
County of Oakland
My Commission Expires Apr 29, 2024
Acting in the County of

Prepared by and when recorded return to:

Richard E. Rassel Williams Williams Rattner & Plunkett, P.C. 380 North Old Woodward Avenue Suite 300 Birmingham, MI 48009

#### Exhibit A

#### **Property Legal Description**

#### Exhibit B

#### **Project Plan and Phasing Plan**

See Attached

### Exhibit C

### **Architectural Elevation Drawings**

See Attached

### **EXHIBIT A - LEGAL DESCRIPTION**

DATE: October 14, 2021

RE: Goddard of Beverly Hills Development Agreement

### Legal Description:

Per Title Agency, Fidelity National Insurance Company, Title Commitment No. A0765944, Effective February 4, 2021:

Land Situated in the State of Michigan, County of Oakland, Village of Beverly Hills.

Lot 6, except the east 200 feet of the south 56.66 feet, and Outlot A, Supervisor's Plat of Gould Court, as recorded in Liber 65 of Plats, Page 11, Oakland County Records.

# PRELIMINARY SITE PLAN DRAWINGS

# THE GODDARD SCHOOL OF BEVERLY HILLS

# LEGAL DESCRIPTION (AS PROVIDED)

(PER TITLE AGENCY: FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE COMMITMENT NO: 899970, EFFECTIVE DATE: AUGUST 11, 2020)

**EXHIBIT C DESCRIPTION:** 

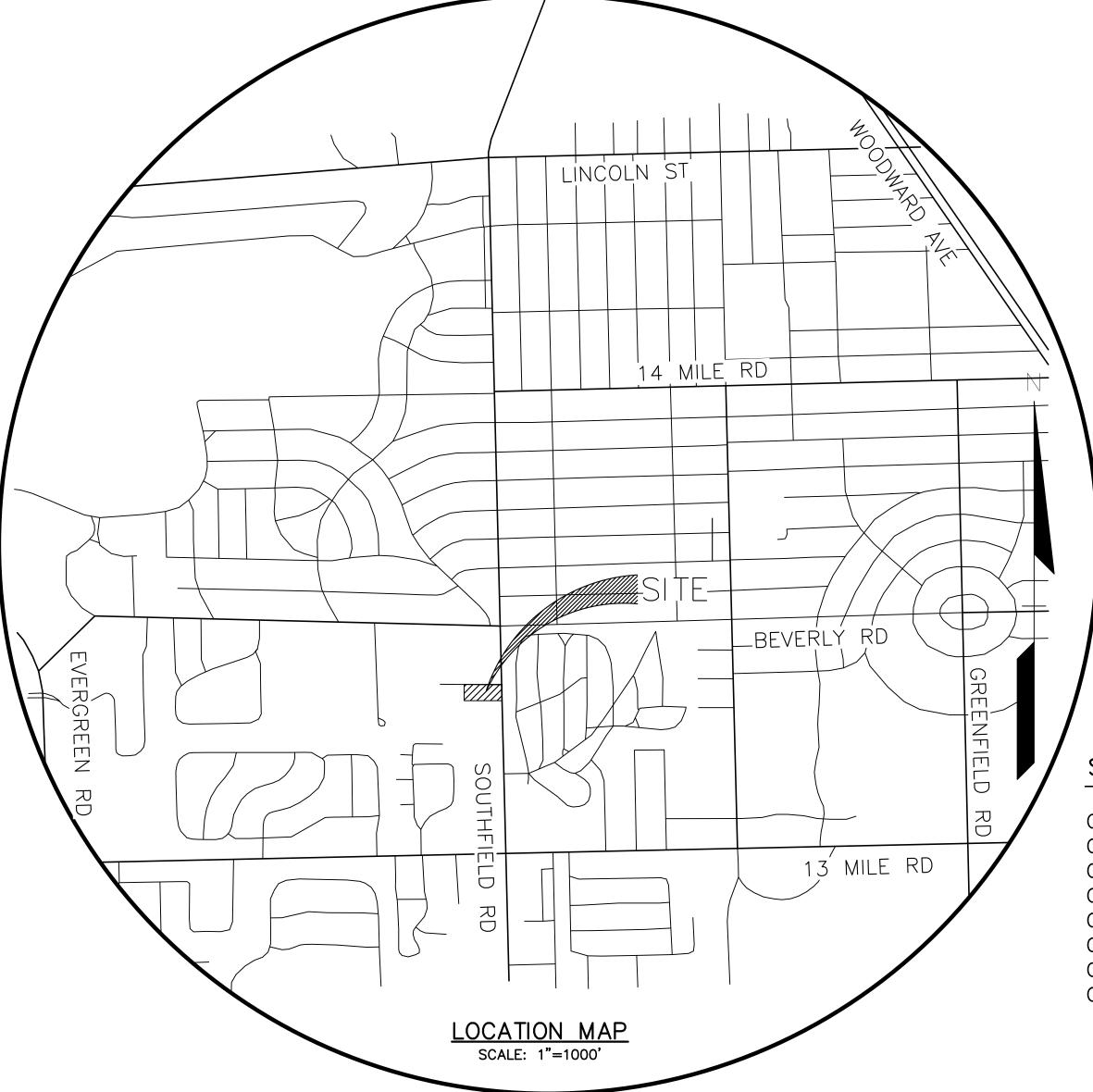
LAND IN THE VILLAGE OF BEVERLY HILLS, OAKLAND COUNTY, MI, **DESCRIBED AS FOLLOWS:** 

LOT(s) 6, EXCEPT THEREFROM THE EAST 200 FEET OF THE SOUTH 56.66 FEET AND ALL OF OUT LOT A OF SUPERVISOR'S PLAT OF GOULD COURT ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 65 OF PLATS, PAGE 11 OF OAKLAND COUNTY

## BEARING REFERENCE

BEARINGS ARE BASED ON PROJECT COORDINATE SYSTEM: MICHIGAN STATE PLANE COORDINATE SYSTEM, NAD83 (CONUS) (MOL) (GRS80), SOUTH ZONE 2113, INTERNATIONAL FEET, GROUND (LAT: 42°31'19.52" N, LON: 83°13'28.62" W, ELEV: 728, SCALE FACTOR: 1.00010792).

31655 SOUTHFIELD ROAD BEVERLY HILLS, MICHIGAN



UTILITY NOTES: 1. ALL WATER MAINS, STRUCTURES AND HYDRANTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH OCWRC STANDARD DETAILS. 2. ALL SANITARY SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH OCWRC STANDARD DETAILS.

### **DEVELOPER:**

THE GODDARD SCHOOL OF BEVERLY HILLS 935 E SILVERBELL ROAD LAKE ORION, MI 48360 PHONE: (248) 318-2007 CONTACT: MS. KELLIE MCDONALD EMAIL: lakeorionmi@goddardschools.com

### ARCHITECT:

HOBBS + BLACK ARCHITECTS 100 N STATE STREET ANN ARBOR, MI 48104 PHONE: (734) 663-4189 CONTACT: BRIAN BAGNICK EMAIL: bbagnick@hobbs-black.com

### LANDSCAPE ARCHITECT:

FELINO A. PASCUAL + ASSOCIATES, RLA 24333 ORCHARD LAKE ROAD, STE G FARMINGTON HILLS, MI 48336 PHONE: (248) 557-5588 CONTACT: FELINO PASCUAL (JOEL), RLA EMAIL: felino@fpa.design

STOREY ENGINEERING GROUP, LLC EMAIL: timsstorey@gmail.com

# INDEX OF DRAWINGS:

C-0.0 COVER SHEET C-1.0 TOPOGRAPHIC & BOUNDARY SURVEY

C-2.0 SITE DEMOLITION PLAN

C-3.0 PROPOSED SITE PLAN

C-3.1 PUBLIC OPEN SPACE PLAN C-4.0 PROPOSED GRADING PLAN

C-5.0 PROPOSED UTILITY PLAN

C-6.1 NOTES + DETAILS-1

C-6.2 DETAILS-2

C-6.3 DETAILS-3

C-6.4 DETAILS-4 C-6.5 DETENTION SYSTEM DETAILS

C-7.0 SESC PLAN

C-8.0 PROPOSED DRAINAGE PLAN

GODDARD SCHOOL FLOOR PLANS GODDARD ANNEX FLOOR PLANS

GODDARD SCHOOL EXTERIOR ELEVATIONS AND CROSS SECTION

GODDARD ANNEX EXTERIOR ELEVATIONS AND CROSS SECTION

LANDSCAPE PLAN LANDSCAPE DETAILS

SITE AMENITY PLAN

PH-1.0 SITE PHOTOMETRIC PLAN

GSI-1.0 PLAYGROUND DETAILS - 1

GSI-2.0 PLAYGROUND DETAILS - 2

# STANDARD DETAILS

OAKLAND COUNTY WATER RESOURCES COMMISSIONER - SESC DETAILS (1 OF 1) OAKLAND COUNTY WATER RESOURCES COMMISSIONER - SANITARY SEWER DETAILS (1 OF 2) OAKLAND COUNTY WATER RESOURCES COMMISSIONER - SANITARY SEWER DETAILS (2 OF 2) OAKLAND COUNTY WATER RESOURCES COMMISSIONER - STORM DETAILS (1 OF 1) OAKLAND COUNTY WATER RESOURCES COMMISSIONER - WATER MAIN DETAILS (1 OF 7) OAKLAND COUNTY WATER RESOURCES COMMISSIONER - WATER MAIN DETAILS (2 OF 7) OAKLAND COUNTY WATER RESOURCES COMMISSIONER - WATER MAIN DETAILS (3 OF 7) OAKLAND COUNTY WATER RESOURCES COMMISSIONER - WATER MAIN DETAILS (4 OF 7)

### CONSTRUCTION PERMITS REQUIRED:

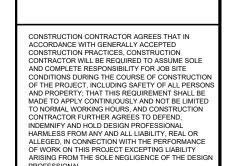
VILLAGE OF BEVERLY HILLS - ENGINEERING/PLANNING APPROVAL OAKLAND COUNTY WATER RESOURCES COMMISSIONER - SESC PERMIT ROAD COMMISSION FOR OAKLAND COUNTY - RIGHT OF WAY PERMIT (SOUTHFIELD ROAD) MDEQ - PUBLIC WATER MAIN PERMIT (FIRE HYDRANT)

**ENGINEER:** 

48264 MANCHESTER MACOMB, MI 48044 PHONE: (586) 216-1043 CONTACT: TIM S. STOREY, PE

NOT TO BE USED AS CONSTRUCTION DRAWINGS





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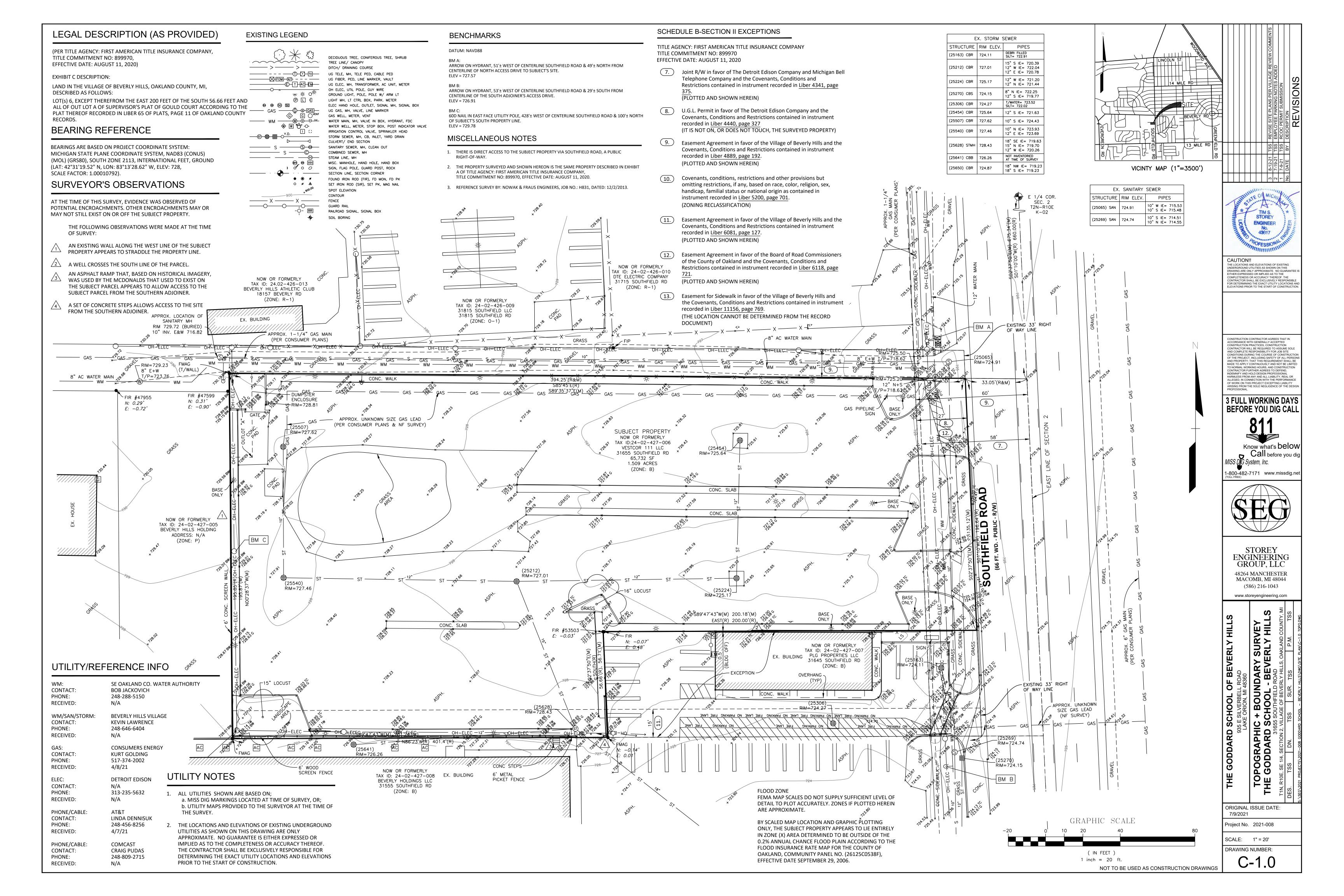
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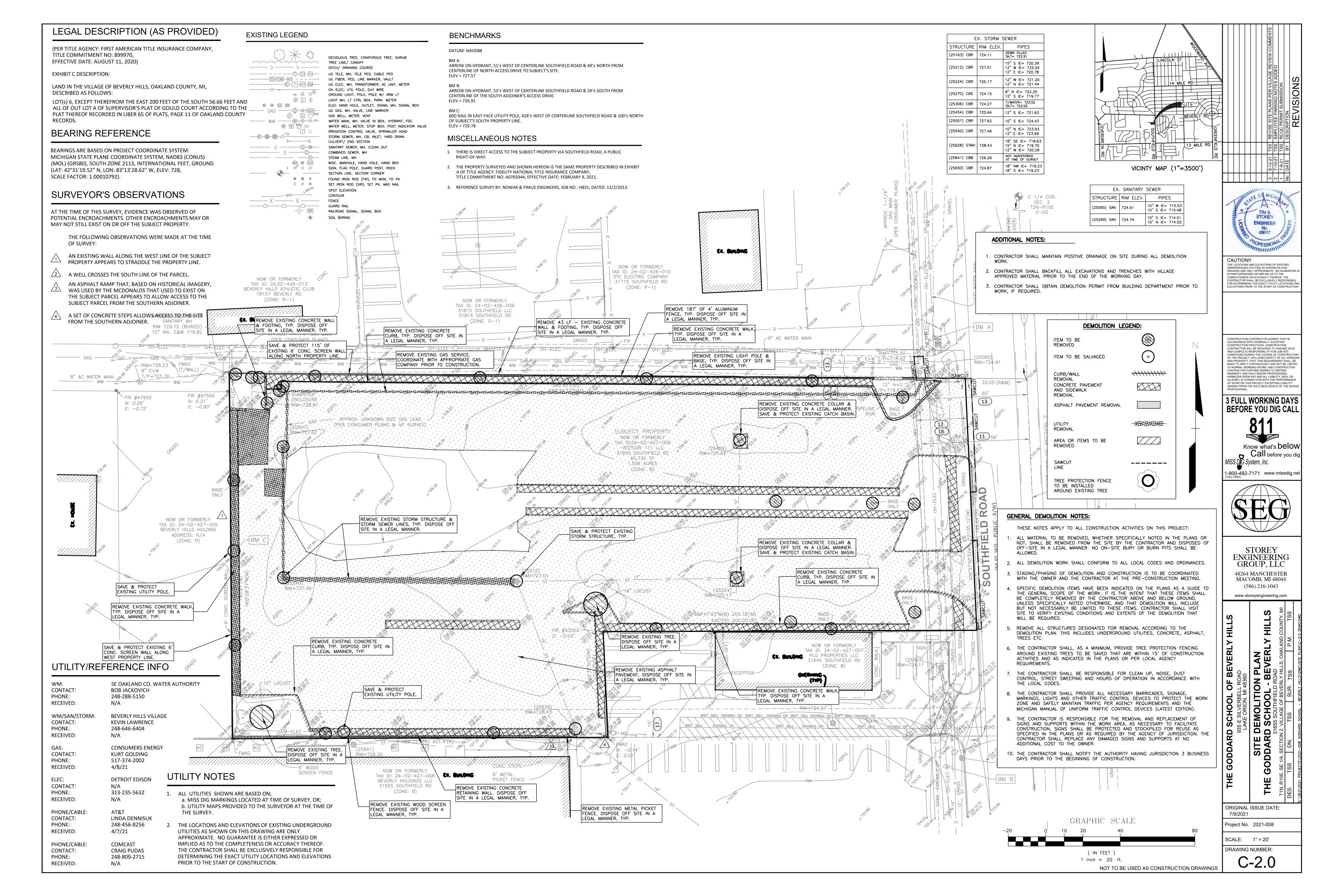
COVER SHEET
DDARD SCHOOL - BEV GODDARD SCHOOL

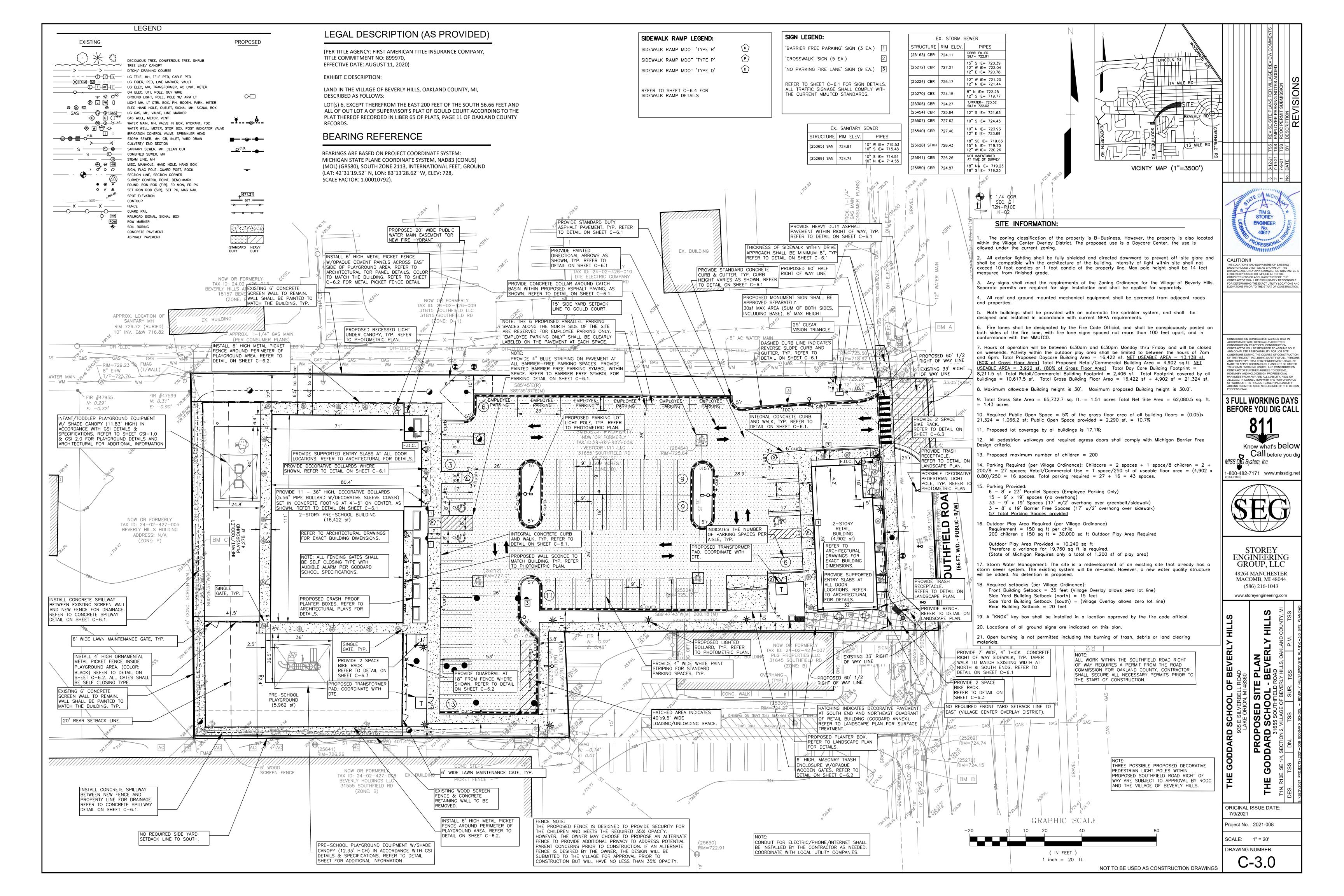
ORIGINAL ISSUE DATE: Project No. 2021-008

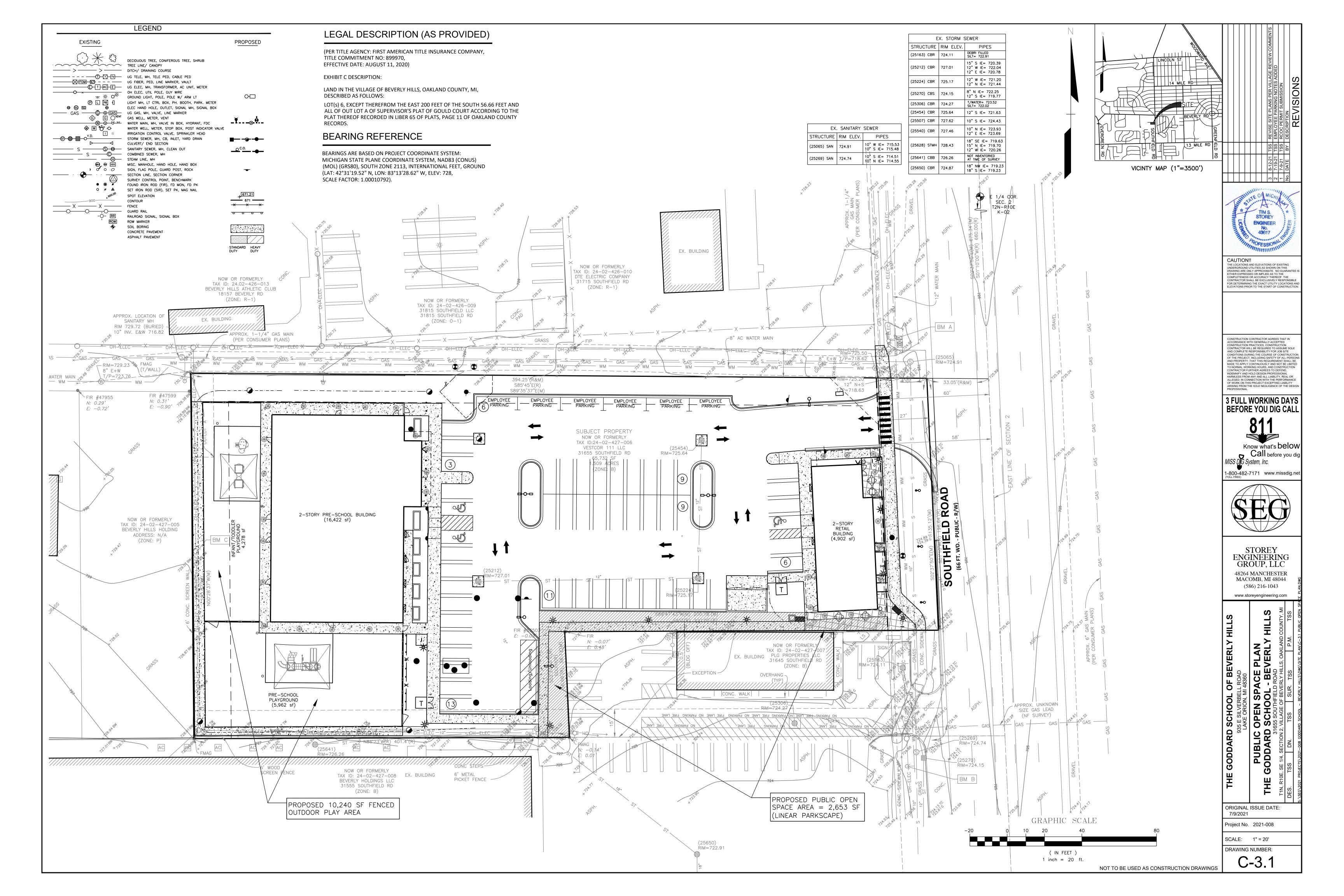
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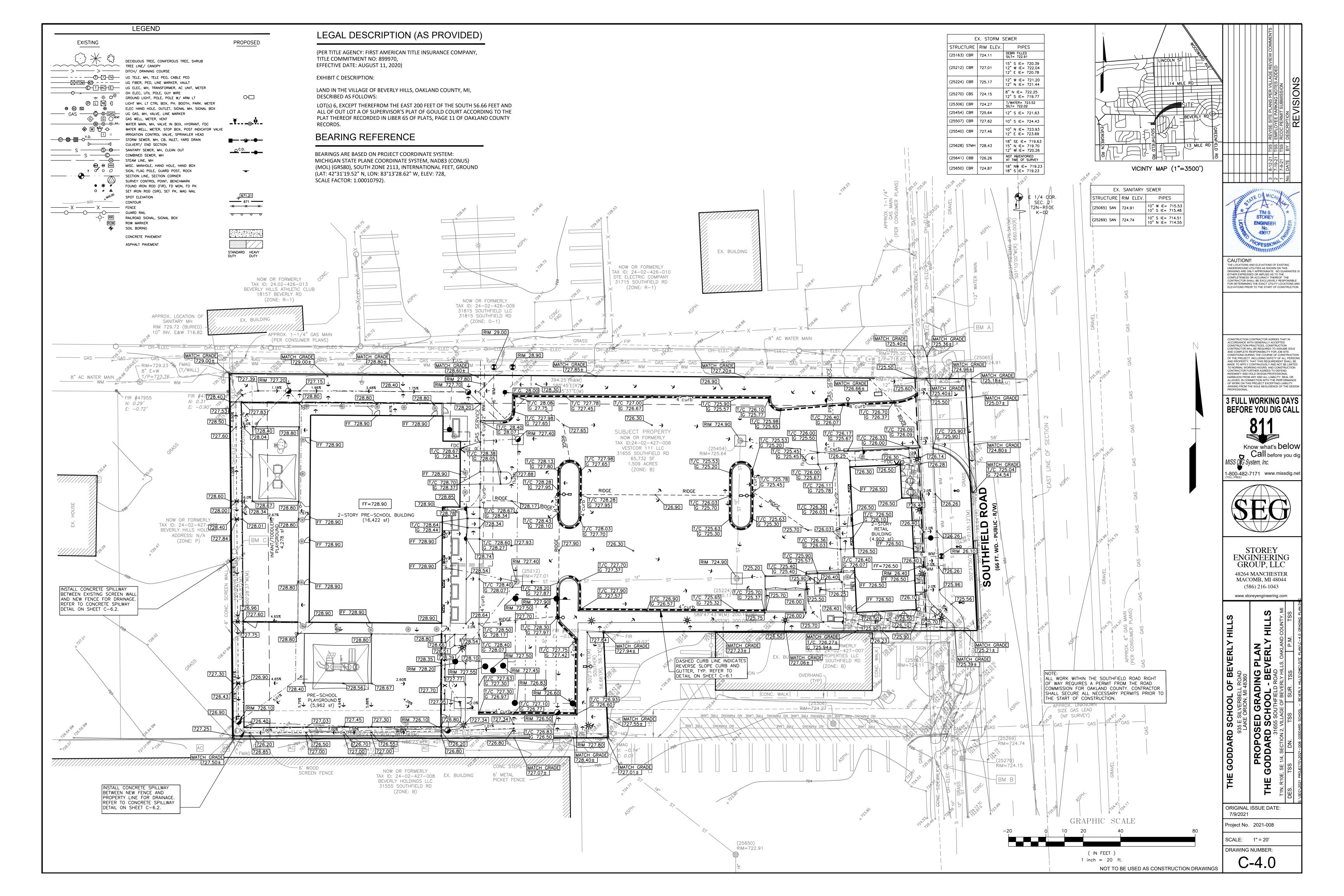
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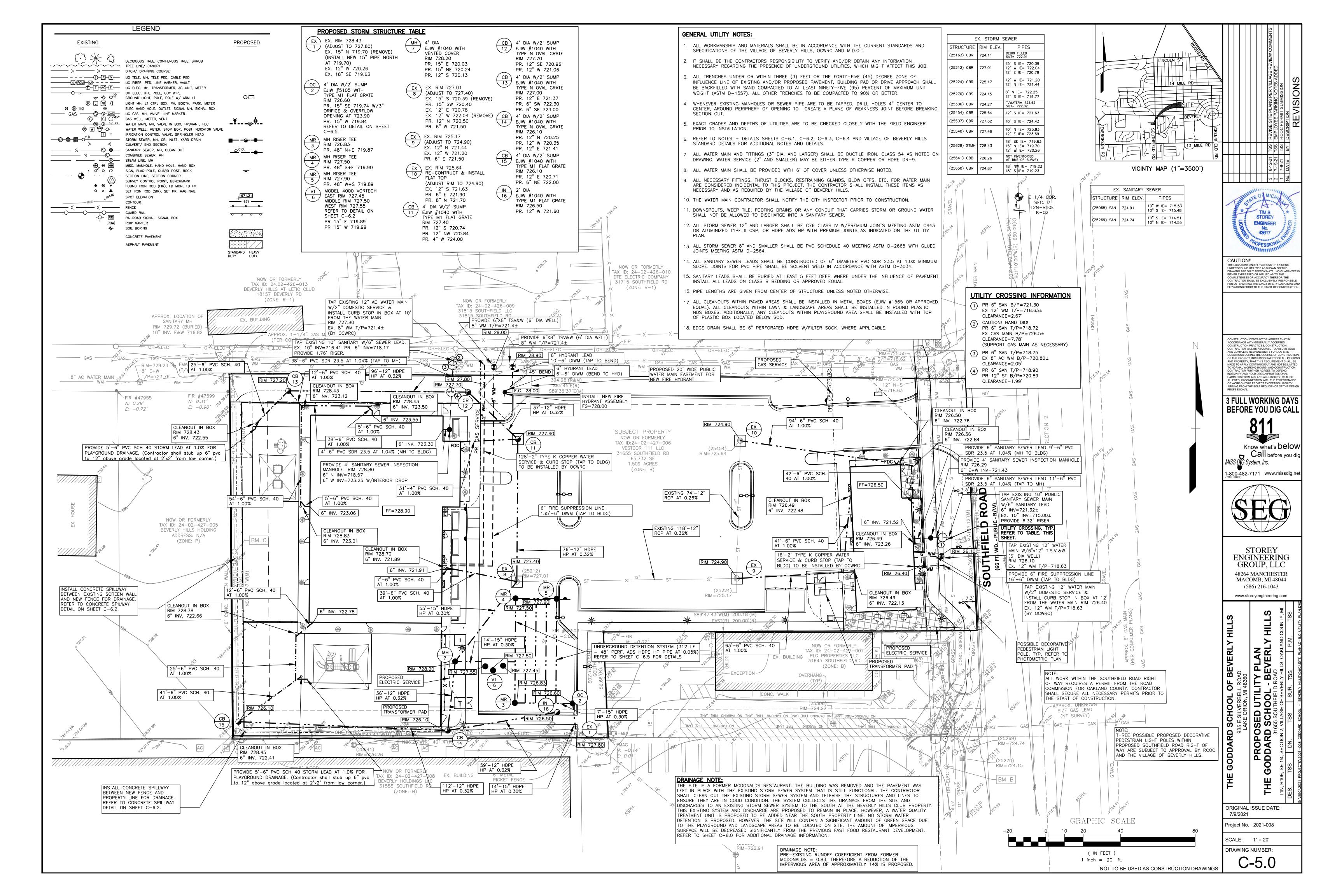




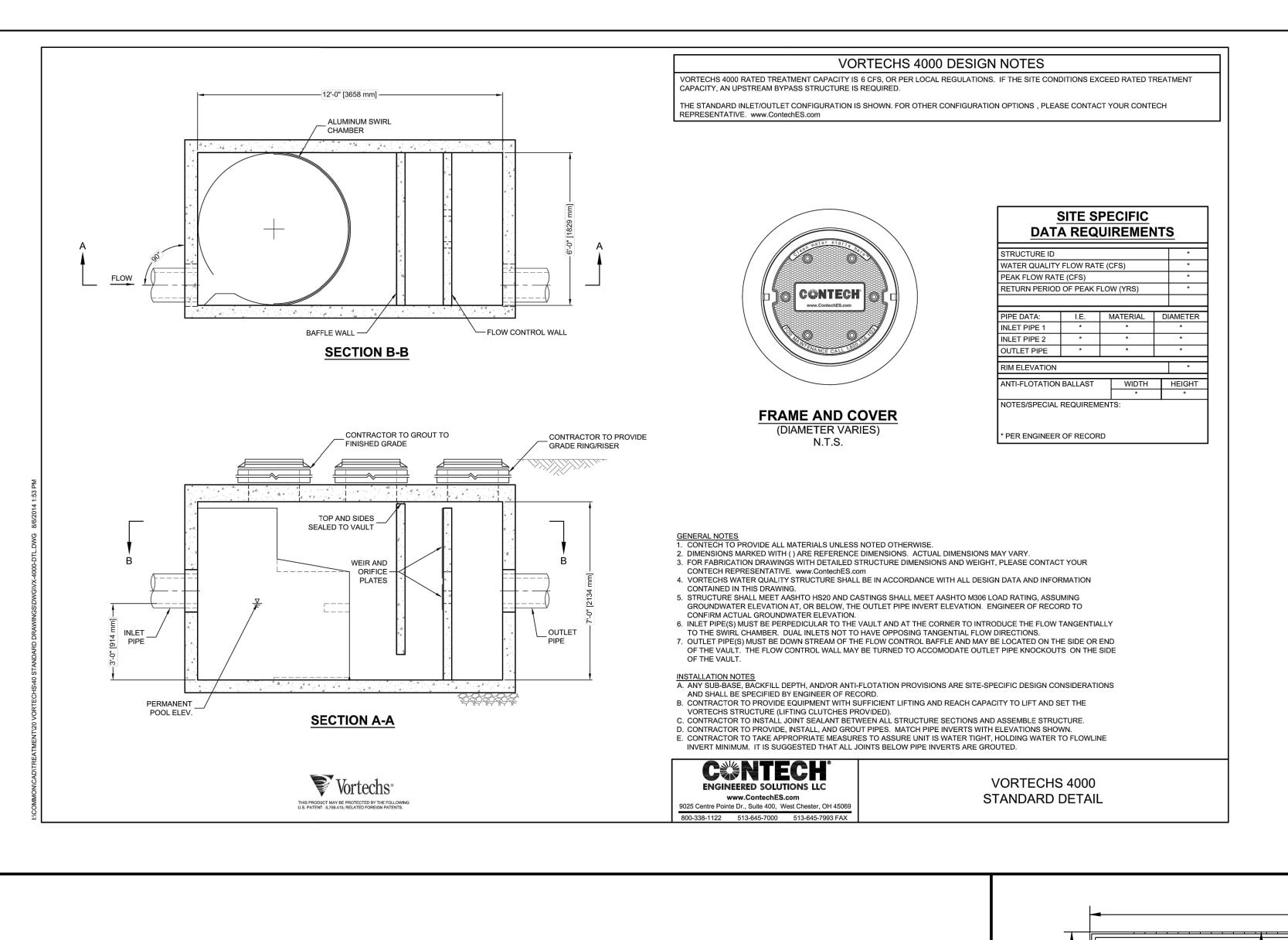


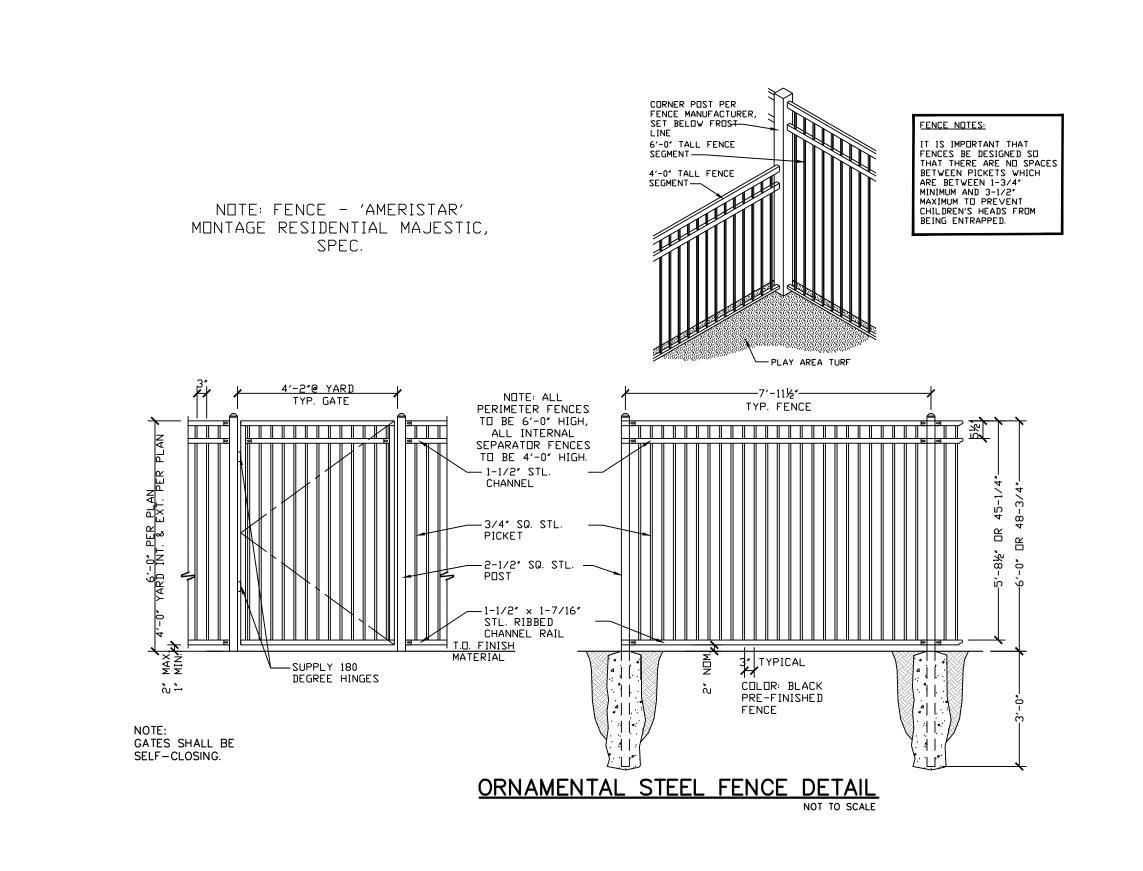






### **GENERAL NOTES:** ALL BOLLARDS SHALL BE PROVIDED BY TRAFFIC GUARD SPECIALTY PRODUCTS, INC. AND SHALL MEET CURRENT GSI SPECIFICATIONS. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS NOTE: ALTERNATE REVERSE - STANDARD SECTION DETAILED DESIGN DRAWINGS SHALL BE SUBMITTED FOR APPROVAL AND SPECIFICATIONS OF THE VILLAGE OF BEVERLY HILLS & OAKLAND COUNTY WATER RESOURCE CURB SECTION TO BE USED BY ARCHITECT/OWNER/GSI PRIOR TO CONSTRUCTION. \_\_\_ ALT. REVERSE CURB SECTION ONLY WHEN DRAINING AWAY ALUMINUM .08" THICK MIN SHAPE AND SIZE VARIES ALL NECESSARY PERMITS, BONDS AND INSURANCES ETC., SHALL BE PAID FOR BY THE FROM CURB. 12-1/2" ON SITE — 3" WIDE WHITE PAINTED SYMBOL ON BLUE BACKGROUND CONTRACTOR. THE OWNER SHALL PAY FOR ALL MUNICIPAL INSPECTION FEES. CEMENT WASH 18-1/2" IN ROW 5-1/2" STRIPED BORDER THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE PERIODS OF CONSTRUCTION. THIS SHALL BE CONSIDERED INCIDENTAL TO THE JOB. 3/8" DRILLED HOLES NOTE: ALL CURBS TO HAVE 1/4" PAINTED BACKGROUN PROVIDE 5.563" DIAMETER, ASTM -EXPANSION JOINTS AT MAX. 20 FEET PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT MISS DIG A500 GRADE B BOLLARD POST INTERVALS WITH DOWELS AND CONTROL (1-800-482-7171) TO VERIFY THE LOCATION OF ANY EXISTING UNDERGROUND AS MANUFACTURED BY TRAFFIC JOINTS AT MAX. 10 FEET INTERVALS. UTILITIES AND SHALL NOTIFY OTHER REPRESENTATIVES OF OTHER UTILITIES IN THE SIGN POST GUARD SPECIALTY PRODUCTS. GALVANIZED STEEL CHANNEL POST SLOPE 1" PER/ ALL PROPERTIES OR FACILITIES IN THE SURROUNDING AREAS, PUBLIC OR PRIVATE, DESTROYED OR OTHERWISE DISTURBED DUE TO CONSTRUCTION, SHALL BE REPLACED AND/OR RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR. PAVEMENT IRON HOUSING W/ SECURED COVER APPROVED EQUAL MANHOLE, CATCH BASIN, GATE VALVES AND HYDRANT FINISH GRADES MUST BE CLOSELY CHECKED AND APPROVED BY THE ENGINEER BEFORE THE CONTRACTOR'S WORK IS (IN ASPHALT PAVEMENT RECESSED CLEANOUT-CONTRACTOR SHALL REMOVE AND DISPOSE OF OFF-SITE ANY TREES, BRUSH, STUMPS, TRASH O OTHER UNWANTED DEBRIS AT THE OWNER'S DIRECTION, INCLUDING OLD BUILDING FOUNDATIONS AND FLOORS. BURNING OF TRASH, STUMPS OR OTHER DEBRIS SHALL NOT BE PERMITTED. 24" Ø CONC. BASE THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADING, LIGHTS AND TRAFFIC CONTROL #5 BAR - 12" LONG-M.D.O.T. 40S, 6A DEVICES TO PROTECT THE WORK AND SAFELY CONTAIN TRAFFIC IN ACCORDANCE WITH "MMUTCD" THRU POST CONCRETE MIX. 9. ALL EXCAVATIONS SHALL BE SLOPED, SHORED OR BRACED IN ACCORDANCE WITH MI—OSHA #4 BARS -24" SAME MATERIAL AS-REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AN ADEQUATELY CONSTRUCTED AND BRACED BOLLARDS IN TRASH ENCLOSURE SHALL ADJACENT SEWER (NOTE: REBAR SHALL BE SUBGRADE OR ENGINEERED SHORING SYSTEM FOR EMPLOYEES WORKING IN AN EXCAVATION THAT MAY EXPOSE EMPLOYEES TO BE PAINTED WITH REFLECTIVE YELLOW FILL COMPACTED TO 95% OF EPOXY COATED WITHIN PAINT AND PROVIDED WITH YELLOW LDPE MAX. DENSITY ASTM D-1557. RCOC RIGHT OF WAY) BUMPER POST SLEEVE. 10. ALL REFERENCES TO M.D.O.T. SPECIFICATIONS ARE TO BE IN ACCORDANCE WITH THE LATEST SIGN AND POST INSTALLATION STANDARD CONCRETE CURB AND GUTTER EDITION OF THE MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. PARKING SPACE **SEWER CLEANOUT** IN LANDSCAPED AREAS ENGINEER BOLLARDS ALONG FRONT OF BUILDING SHALL BE PROVIDED WITH DECORATIVE PLASTIC SLEEVE COVERS AS PROVIDED BY TRAFFIC ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS STANDARD BARRIER FREE SYMBOL GUARD SPECIALTY PRODUCTS. STEEL POST SHALL BE COATED AND SPECIFICATIONS OF THE VILLAGE OF BEVERLY HILLS. W/RUST & CORROSION RESISTANT PRIMER AND PAINTED PER FOR PARKING SPACE GSI SPECIFICATIONS. REFER TO ARCHITECTURAL FOR ADDITIONAL IN AREAS WHERE NEW PAVEMENTS ARE BEING CONSTRUCTED, THE TOPSOIL AND SOIL CONTAINING PLACE 1/2" EXPANSION JOINTS AT 2.0" M.D.O.T. #13A ORGANIC MATTER SHALL BE REMOVED PRIOR TO PAVEMENT CONSTRUCTION. INFORMATION. 20' INTERVALS (MAX.) BITUMINOUS WEARING COURSE CAUTION!! BOND COAT . SUBGRADE UNDERCUTTING, INCLUDING BACKFILLING SHALL BE PERFORMED TO REPLACE **BOLLARD DETAIL** SEE PLAN FOR SLOPES BARRIER FREE PARKING SIGN MATERIALS SUSCEPTIBLE TO FROST HEAVING AND UNSTABLE SOIL CONDITIONS. ANY EXCAVATIONS HE LOCATIONS AND ELEVATIONS OF EXISTING DIDERGROUND UTILITIES AS SHOWN ON THIS RAWING ARE ONLY APPROXIMATE. NO GUARANTEI THER EXPRESSED OR IMPLIED AS TO THE DMPLETENESS OR ACCURACY THEREOF. THE DMTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE OF DETERMINING THE FACEL THIS IT OF OCCURIONS. THAT MAY BE REQUIRED BELOW THE TOPSOIL IN FILL SECTIONS OR BELOW SUBGRADE IN CUT R7-8 (12"x18") BITUMINOUS LÉVELING COURSE SECTIONS, WILL BE CLASSIFIED AS SUBGRADE UNDERCUTTING. TEXT - GREEN -- MDOT 40S, 4000 PSI CONC. SUBGRADE UNDERCUTTING SHALL BE PERFORMED WHERE NECESSARY AND THE EXCAVATED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. ANY SUBGRADE UNDERCUTTING DETERMINING THE EXACT UTILITY LOCATION /ATIONS PRIOR TO THE START OF CONSTRUC SHALL BE BACKFILLED WITH SAND OR OTHER SIMILAR APPROVED MATERIAL. BACKFILL SHALL BE BORDER - GREEN -B" MDOT 21AA AGGREGATE BASE COURSE COMPACTED TO 95% OF THE MAXIMUM UNIT WEIGHT (PER ASTM D-1557) UNLESS OTHERWISE LUMINAIRE, NUMBER AS COMPACTED IN TWO (2) LIFTS. BASE COURSE SHALL BE COMPACTED TO 95% MAX DENSITY ---5. BACKFILL UNDER PAVED AREAS SHALL BE AS SPECIFIED ON DETAILS. PROVIDE 2 #12 & 1 #12 STANDARD IS LEVEL. BOLTS TO BE GROUTED AFTER ADD LEVELING (ASTM D-1557) GROUND FORM LUMINAIRE TO HAND HOLE JUNCTION. 6. ANY SUB-GRADE WATERING REQUIRED TO ACHIEVE REQUIRED DENSITY SHALL BE CONSIDERED BACKGROUND - WHIT REFLECTORIZED NUTS TO ANCHOR INCIDENTAL TO THE JOB. 2"X4" GASKETED HANDHOLE FURNISH & INSTALL IN-LINE FUSES IN FUSE HOLDERS. COMPACT UPPER 10" OF -ANCHOR BOLTS. -GENERAL UTILITY NOTES: CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PROTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLI AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTOF THE PROJECT, INCLUDING SAFETY OF ALL PERFAND PROPERTY; THAT THIS REQUIREMENT SHALL MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL EXIST. SUBGRADE OR FILL ROUND FORMED-4" MIN. COMPACTED -SUBGRADE COMPACTED TO TO MIN 95% DRY DENSITY EXOTHERMIC WELD GRD WIRE TO BASE OF POLE. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE STANDARDS AND 95% MAXIMUM DENSITY 2NS SAND BASE SPECIFICATIONS OF THE VILLAGE OF BEVERLY HILLS AND M.D.O.T. BASE 2'-0" DIA. (ASTM D-1557)2'-7" RAD. IOTE: IN GREEN PLACE 1/4" CONTRACTION JOINTS AT 2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY AND/OR OBTAIN ANY INFORMATION NECESSARY REGARDING THE PRESENCE OF UNDERGROUND UTILITIES, WHICH MIGHT AFFECT THIS BELTS, 1'-6" ABOVE GUTTER ELEVATION, BLUE BACKGROUND \_\_\_#3 TIES @ 12" O.C. 6' INTERVALS OR 1'-0" ABOVE NDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIG T/C ELEVATION STANDARD DUTY (ON-SITE) ASPHALT 3. ALL TRENCHES UNDER OR WITHIN THREE (3) FEET OR THE FORTY-FIVE (45) DEGREE ZONE OF CONCRETE SPILLWAY INFLUENCE LINE OF EXISTING AND/OR PROPOSED PAVEMENT, BUILDING PAD OR DRIVE **PAVEMENT SECTION** APPROACH SHALL BE BACKFILLED WITH SAND COMPACTED TO AT LEAST NINETY-FIVE (95) - PAINTED ARROW -PERCENT OF MAXIMUM UNIT WEIGHT (ASTM D-1557). ALL OTHER TRENCHES TO BE COMPACTED 3/4" X 10'-0" COPPERWELD 3 FULL WORKING DAYS TO 90% OR BETTER. ACCESSIBLE **BEFORE YOU DIG CALL** 4. WHENEVER EXISTING MANHOLES OR SEWER PIPE ARE TO BE TAPPED, DRILL HOLES 4" CENTER TO CENTER, AROUND PERIPHERY OF OPENING TO CREATE A PLANE OF WEAKNESS JOINT BEFORE CONDUIT "ELL" STRAIGHT PLACE 1/2" EXPANSION JOINTS AT 2" M.D.O.T. #4C BITUMINOUS P.V.C. CONDUIT WITH WEARING COURSE 20' INTERVALS (MAX.) GREEN GROUND WIRE GREEN LETTERING & BORDER BOND COAT -☐RIGID STEEL TO P.V.C. 5. EXACT GRADES AND DEPTHS OF UTILITIES ARE TO BE CHECKED CLOSELY WITH THE FIELD ON WHITE REFLECTORIZED BACKGROUND 3" M.D.O.T. #3C BITUMINOUS ---ENGINEER PRIOR TO INSTALLATION. (7'-0" MOUNTING HEIGHT) -4 #8 VERT, REINF, BARS PAINTED DIRECTIONAL ARROWS LEVELING COURSE - MDOT 40S, 4000 PSI CONC. 2'-0" DIA. REFER TO PHOTOMETRIC 4" M.D.O.T. #2C BITUMINOUS ---Know what's **Delow** VARIES - SEE PLAN STORM SEWER NOTES: BARRIER FREE PARKING Call before you dig BASE COURSE PLANS FOR DETAILED 1. ALL STORM SEWER SHALL BE INSTALLED ON STANDARD BEDDING OR BETTER. SIGN DETAIL DESIGN INFORMATION. PARKING LOT LIGHT POLE DETAIL MIN. 1% MAX 2% CROSS SLOPE NOTE: CONTRACTOR 2. JOINTS FOR ALL STORM SEWER 12" AND LARGER SHALL BE PREMIUM JOINT TONGUE AND NOT TO SCALE MAY CONSTRUCT RIGHT 1-800-482-7171 www.missdig.ne GROOVE WITH RUBBER GASKETS, UNLESS SPECIFIED OTHERWISE. OF WAY PAVEMENT WITH 9" OF MDOT 3. ALL STORM SEWER 12" AND LARGER SHALL BE RCP CLASS IV, ALUMINIZED CSP OR HDPE N-12 BORDER - RED-35-P CONCRETE WITH HP, UNLESS OTHERWISE NOTED. EPOXY COATED LANE TIES IN LIEU OF 9" SYMBOL - RI DECORATVE ARM (REFER TO 4. CULVERTS SHALL BE ALUMINIZED TYPE II CSP WITH BANDED JOINTS MEETING MANUFACTURERS PHOTOMETRIC PLAN) ASPHALT SECTION. SUBGRADE COMPACTED TO 4" MIN. COMPACTED ——— 2NS SAND BASE 95% MAXIMUM DENSITY 5. STORM LEADS 6" & SMALLER SHALL BE PVC SCH 40 WITH GLUED JOINTS BEDDED ON SAND OR STONE AGGREGATE. (8" LEADS SHALL BE PVC SDR-26). PLACE 1/4" CONTRACTION JOINTS AT 6' INTERVALS 6. REFER TO THE OCWRC STANDARD DETAILS FOR WATER MAIN CONSTRUCTION FOR ADDITIONAL ALLEGRA ALG7202 INFORMATION. -COMPACT UPPER 10" OF EXIST. SUBGRADE OR FILL TO MIN 95% ON-SITE CONCRETE SIDEWALK - REFER TO PHOTOMETRIC PLAN DRY DENSITY (ASTM D-1557) (or FOR LUMINAIRE REFER TO PHOTOMETRIC -PLAN FOR POLE MODEL BACKGROUND – WHITE — REFLECTORIZED **STOREY** as directed by RCOC Inspector) WATER MAIN NOTES: **ENGINEERING** - 6" MDOT 21AA AGGREGATE BASE COMPACTED TO 95% MAX DENSITY 1. ALL WATER MAIN SHALL BE INSTALLED WITH A MINIMUM COVER OF 6.0' BELOW FINISH GROUP, LLC 5" O.D. POLE-(ASTM D-1557) (or as directed by GRADE. WHEN WATER MAINS MUST DIP TO PASS UNDER A STORM SEWER OR SANITARY SEWER, THE SECTIONS WHICH ARE DEEPER THAN NORMAL SHALL BE KEPT RCOC Inspector) 48264 MANCHESTER TO A MINIMUM LENGTH BY THE USE OF VERTICAL TWENTY TWO AND A HALF (22.5°) RED ON WHITE REFLECTORIZED MACOMB, MI 48044 HEAVY DUTY (ROW) ASPHALT 7'-0" MOUNTING HEIGHT DEGREE BENDS, PROPERLY ANCHORED. (586) 216-1043 PAVEMENT SECTION 2. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT NO PARKING SIGN DETAIL www.storeyengineering.com STANDARDS AND SPECIFICATIONS OF THE VILLAGE OF BEVERLY HILLS. (4) -3/4" x 24" x 3" ANCHOR BOLTS. ADD HEX NUTS AND FLAT WASHERS TO ANCHOR BOLTS TO BE GROUTED AFTER— 2" X 4" GASKETED HANDHOL - SLOPE TO PROVIDE POSITIVE 3. ALL TRENCHES UNDER OR WITHIN THREE (3) FEET OR THE FORTY-FIVE (45) DEGREE FUSES IN FUSE HOLDERS TOP OF CONCRETE DRAINAGE FOR CATCH BASIN, STANDARD IS LEVEL. ZONE OF INFLUENCE LINE OF EXISTING AND/OR PROPOSED PAVEMENT, BUILDING PAD - FLECT, TRADES TO EXOTHERMI COLLAR TO MATCH (CONSTRUCT FLUSH W/PAVEMENT WELD GRD WIRE TO BASE OF POLE OR DRIVE APPROACH SHALL BE BACKFILLED WITH SAND COMPACTED TO AT LEAST PAVEMENT ELEVATION FOR MANHOLE STRUCTURE) NINETY-FIVE (95) PERCENT OF MAXIMUM UNIT WEIGHT (ASTM D-1557). ALL OTHER GROUT UNDER ENTIRE BASE-TRENCHES TO BE COMPACTED TO 90% OR BETTER. NOTE: ROUT A $1"\times3/4"$ IN CURB AND GUTTER RESERVOIR AROUND EDGES. 4. ALL TEE'S, BENDS, CONNECTIONS, ETC. ARE CONSIDERED INCIDENTAL TO THE JOB. POUR HOT RUBBER ASPHALT PAVEMENT-─#6 BARE GROUND WIRE NON-SILICONE BASED 5. PHYSICAL CONNECTIONS SHALL NOT BE MADE BETWEEN EXISTING AND NEW WATER THICK CONCRETE COLLAR SEALANT ALONG ALL EDGES 3/4" X 10'-0" COPPERWELD MAINS UNTIL TESTING IS SATISFACTORILY COMPLETED. THICKNESS OF CONCRETE COLLAR -GALVANIZED STEEL ADJACENT TO ASPHALT CONDUIT "ELL" P.V.C. CONDUIT WITH GREEN GROUND WIRE 6. MAINTAIN 10' HORIZONTAL CLEARANCE BETWEEN OUTER EDGE OF WATERMAIN AND PAVEMENT. ANY SANITARY SEWER OR STRUCTURE. AGGREGATE BASE PER PROPOSED PAVEMENT CONCRETE STRENGTH OF -RIGID STEEL TO P.V.C. PLANE OF WEAKNESS JOINTS: -REINFORCEMENT AS IN 4000 PSI AT 28 DAYS WITH DETAILS (MINIMUM 6" 7. ALL WATER MAIN SHALL BE DUCTILE IRON CLASS 54 WITH POLYETHYLENE WRAP (IF GUTTER PAN CONNECTION ADJACENT CURB & AIR ENTRAINMENT OF 5-7% 10 -REQUIRED BY THE VILLAGE OF BEVERLY HILLS OR OCWRC). MDOT 21AA AGG. ES + DET COMPACTED TO 95% 1'-6" <sup>1</sup>1" EXPANSION JOIN SECTION A-A PLACE 3/4" HOOK BOLTS AT 40" O.C. OR AS DIRECTED BY INGHAM COUNTY FIELD INSPECTOR. SCHOOL MAX DENSITY PER 8. REFER TO THE OCWRC STANDARD DETAILS FOR WATER MAIN CONSTRUCTION FOR PLANS FOR DETAILED SUBGRADE -ASTM D-1557) ADDITIONAL INFORMATION. DESIGN INFORMATION. M.D.O.T. DRIVEWAY OPENING-DETAIL 'M' PEDESTRIAN LIGHT POLE DETAIL SECTION "A-A" NOT ARD 93 4" CONCRETE (8" WITHIN DRIVE APPROACH) - MDOT 40S, 4000 PSI CONC. DD, TOOL OR SAWCUT CONTRACTION PLACE 1/2" EXPANSION JOINTS AT 5'-0" JOINTS IN CONCRETE COLLAR 20' INTERVALS (MAX.) 1/3 DEPTH OF SLAB MIN. 1%, MAX 2% CROSS SLOPE · • • · · I -NOTE: ROUT A 1" X 3/4" RESERVOIR AROUND EDGES. POUR HOT RUBBER NON-SILICONE BASED SEALANT ALONG ALL EDGES OF CONCRETE COLLAR ADJACENT TO ORIGINAL ISSUE DATE: 6" MIN. MDOT 21AA AGG. - SUBGRADE COMPACTED TO ASPHALT PAVEMENT. 7/9/2021 COMPACTED TO MIN. 95% OF MAX 95% MAXIMUM DENSITY DENSITY PER ASTM D-1557 Project No. 2021-008 PLACE 1/4" CONTRACTION JOINTS AT SCALE: 1" = 30' PUBLIC RIGHT OF WAY - CONCRETE SIDEWALK DRAWING NUMBER: CONCRETE COLLAR AT CATCH BASIN DETAIL C-6. NOT TO BE USED AS CONSTRUCTION DRAWINGS





CAUTION!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE I EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AN ELEVATIONS PRIOR TO THE START OF CONSTRUCTION

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

3 FULL WORKING DAYS

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ORIGINAL ISSUE DATE:

Project No. 2021-008

DRAWING NUMBER:

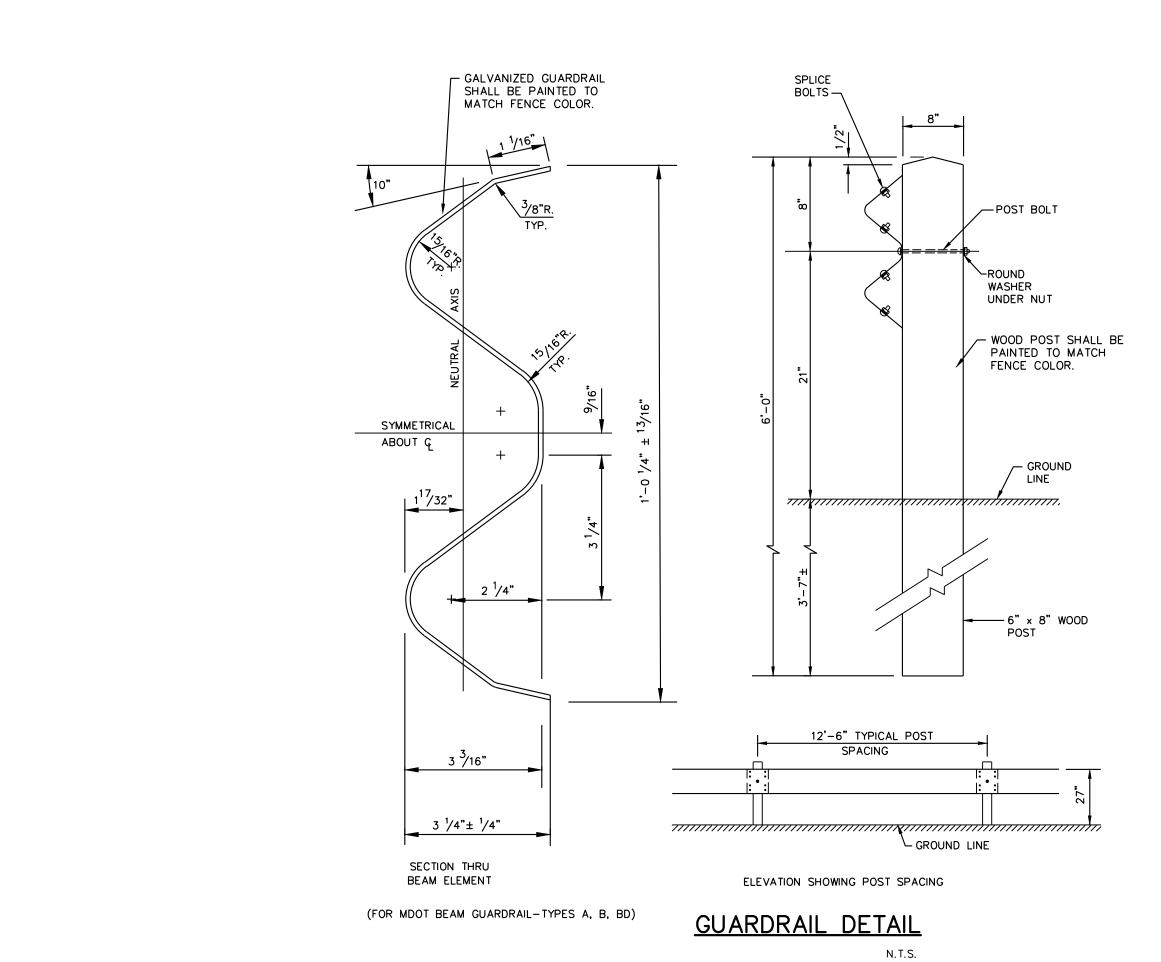
C-6.2

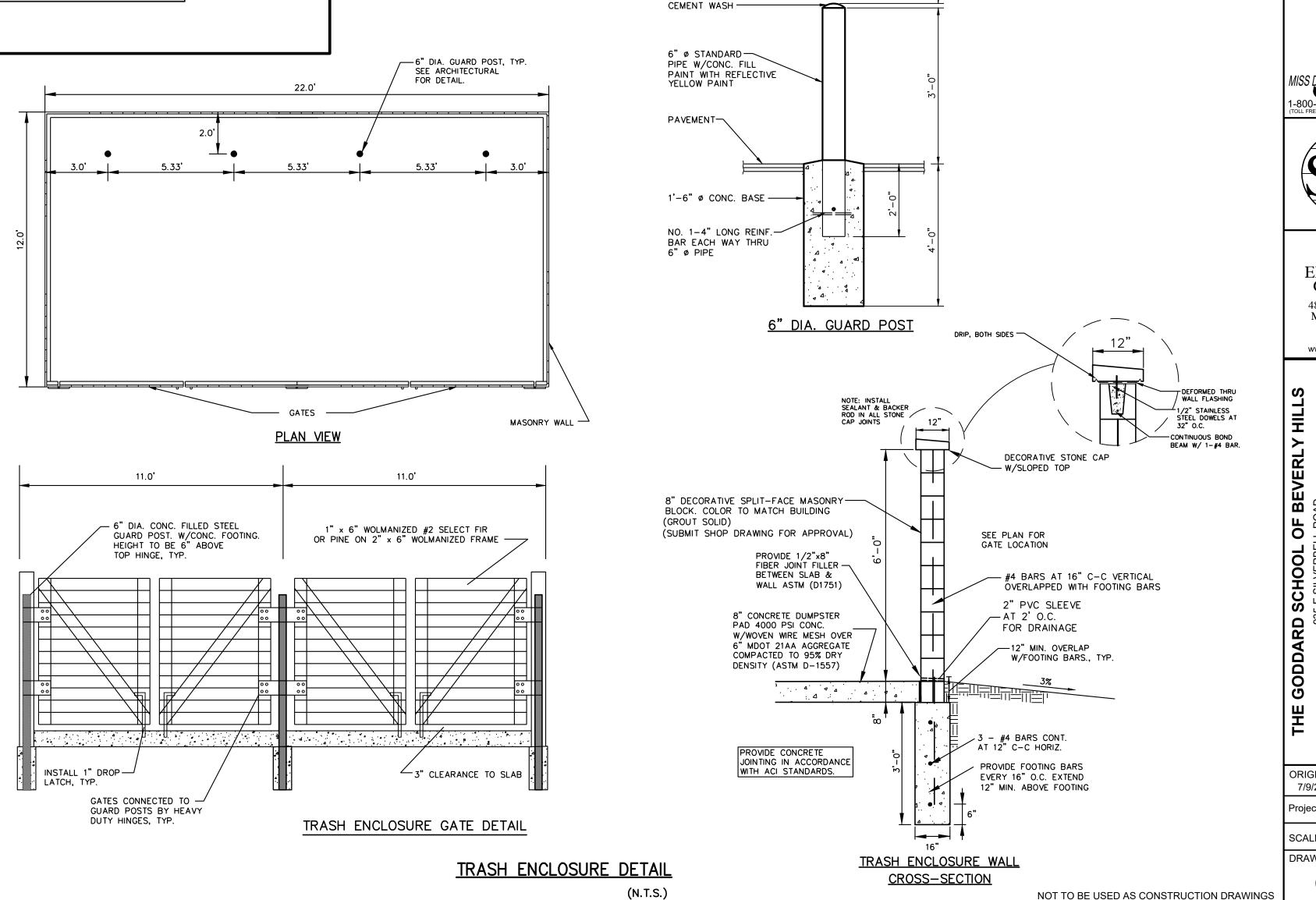
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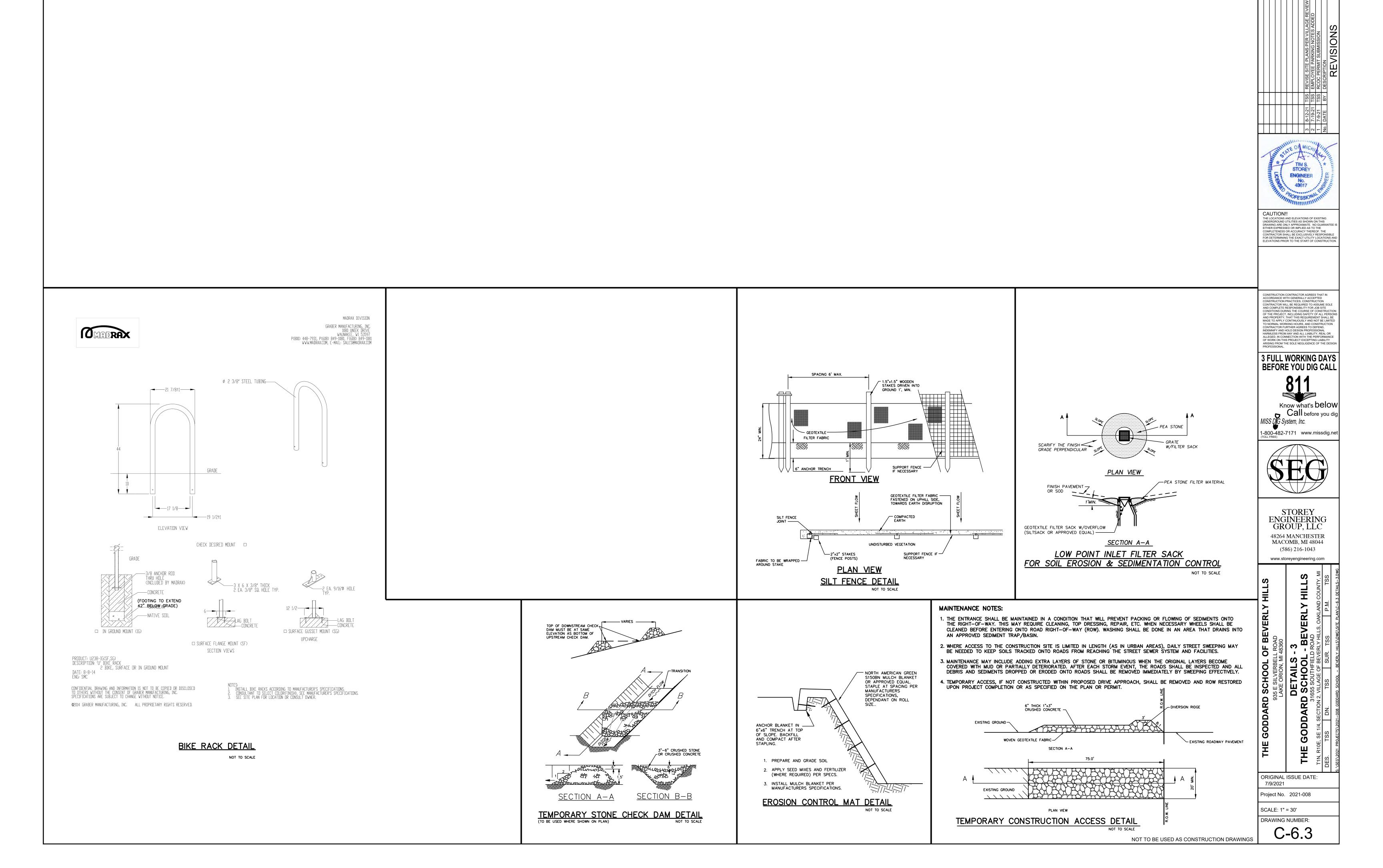
7/9/2021

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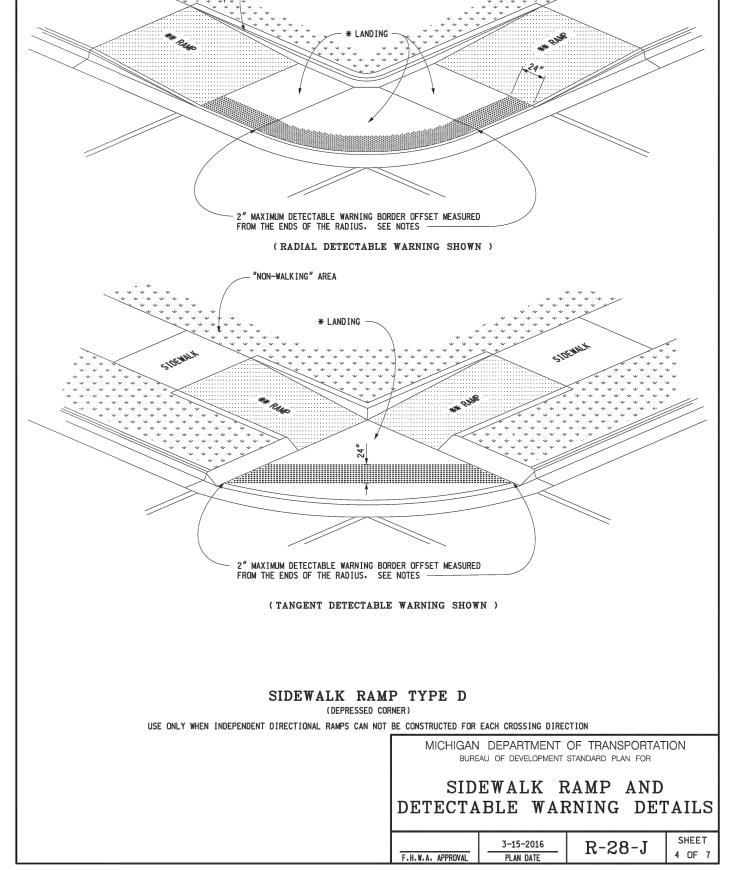


R-28-J

3-15-2016

PERPENDICULAR (OR RADIAL) TO GRADE BREAK

**+ + +** 



\* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS  $5^{\prime}$  x  $5^{\prime}$ . SEE

\*\* MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5%-7% (8.3% MAXIMUM). SEE NOTES.

DETECTABLE WARNING SURFACE 4" ACROSS FULL WIDTH

DESIGN DIVISION DRAWN BY: B.L.T

CHECKED BY: W.K.P.

\* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS  $5' \times 5'$ . SEE NOTES.

\*\* MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE

5% - 7% (8.3% MAXIMUM). SEE NOTES.

"NON-WALKING" AREA

SIDEWALK RAMP TYPE R

\* LANDING

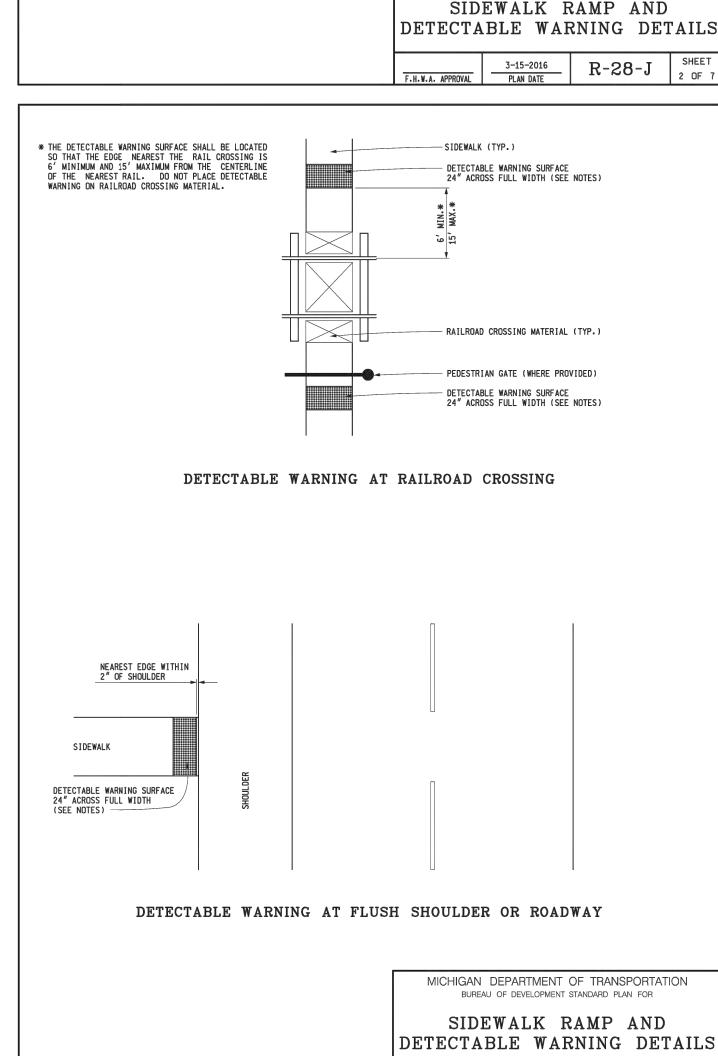
FULL CURB HEIGHT MAY BE REDUCED TO ACCOMMODATE MAXIMUM SIDE FLARE SLOPE

SIDEWALK RAMP TYPE F

(FLARED SIDES, TWO RAMPS SHOWN)

"NON-WALKING" AREA

- ROLLED CURB



\* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE

\*\*\* MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5%-7% (8.3% MAXIMUM). SEE NOTES.

PAVEMENT

REINFORCEMENT AS IN

ADJACENT CURB & GUTTER

DETECTABLE WARNING SURFACE 24" ACROSS FULL WIDTH (SEE NOTES)

MICHIGAN DEPARTMENT OF TRANSPORTATION

BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND

3-15-2016

DETECTABLE WARNING DETAILS

R-28-J

CURB OPENING

\*\*\* TRANSITION ADJACENT GUTTER PAN

CROSS SECTION TO PROVIDE 5.0% MAXIMUM COUNTER SLOPE ACROSS THE RAMP OPENING.

\* LANDING

SIDEWALK RAMP TYPE RF

(ROLLED / FLARED SIDES)

SECTION A-A

RAMP SLOPE -

SECTION THROUGH CURB OPENING (TYPICAL ALL RAMP TYPES)

— PAVEMENT SHALL END FLUSH WITH THE GUTTER PAN

WALKING AREA

-"NON-WALKING" AREA

DETECTABLE WARNING SURFACE 24" ACROSS FULL WIDTH (SEE NOTES)

(8.3% MAXIMUM) SEE NOTES

DETECTABLE WARNING SURFACE

\* LANDING

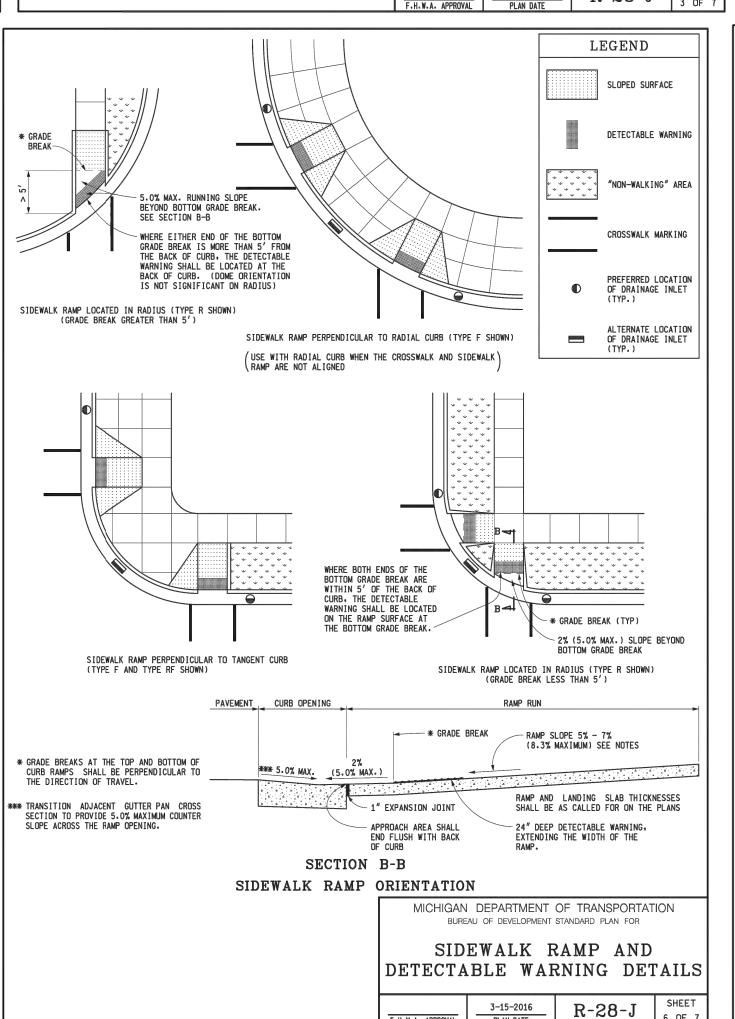
RAMP AND LANDING SLAB THICKNESSES SHALL BE AS CALLED FOR ON THE PLANS

BUREAU OF DEVELOPMENT STANDARD PLAN FOR

R-28-J

3-15-2016

(SEE NOTES)

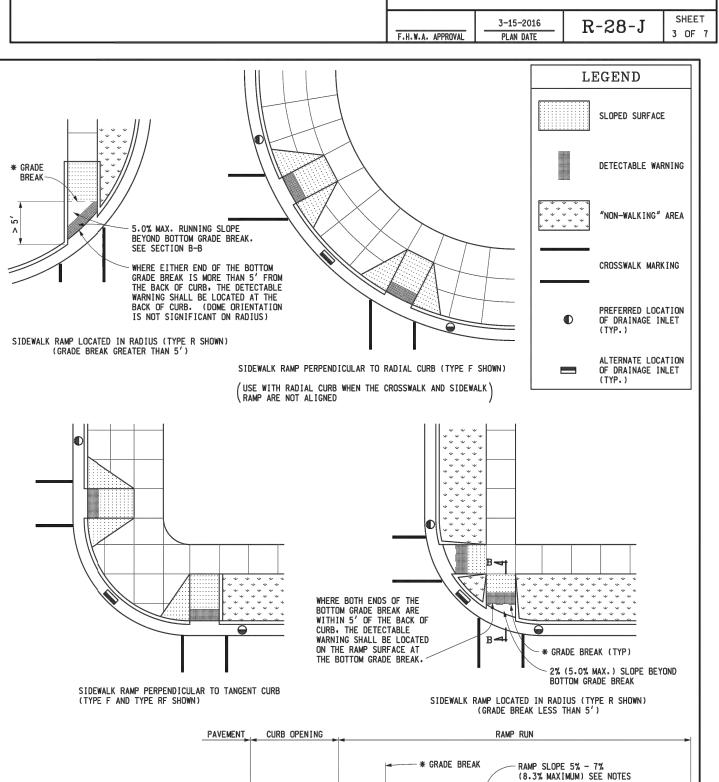


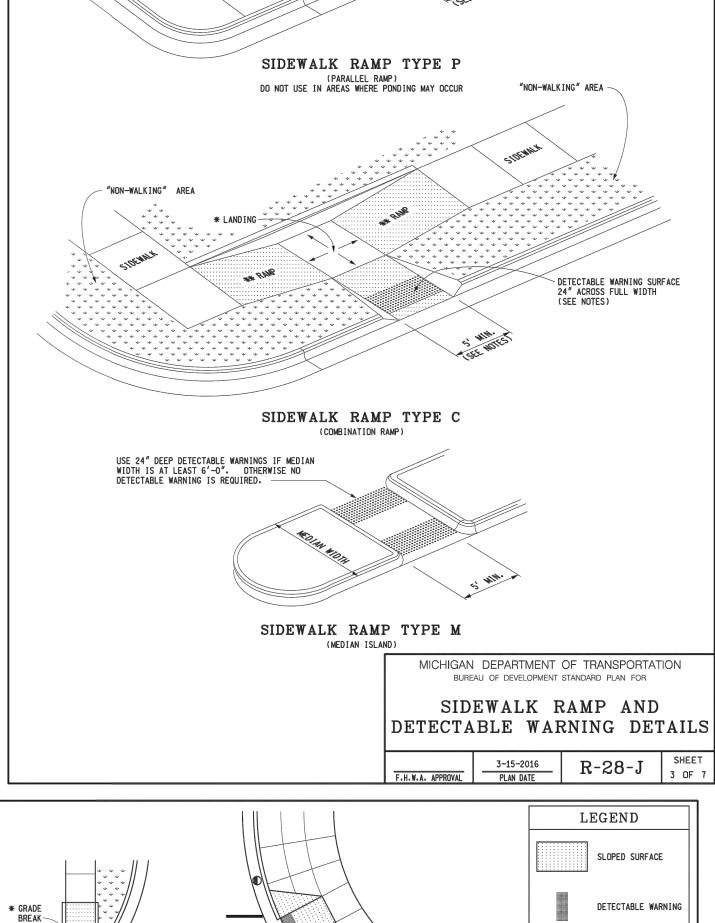


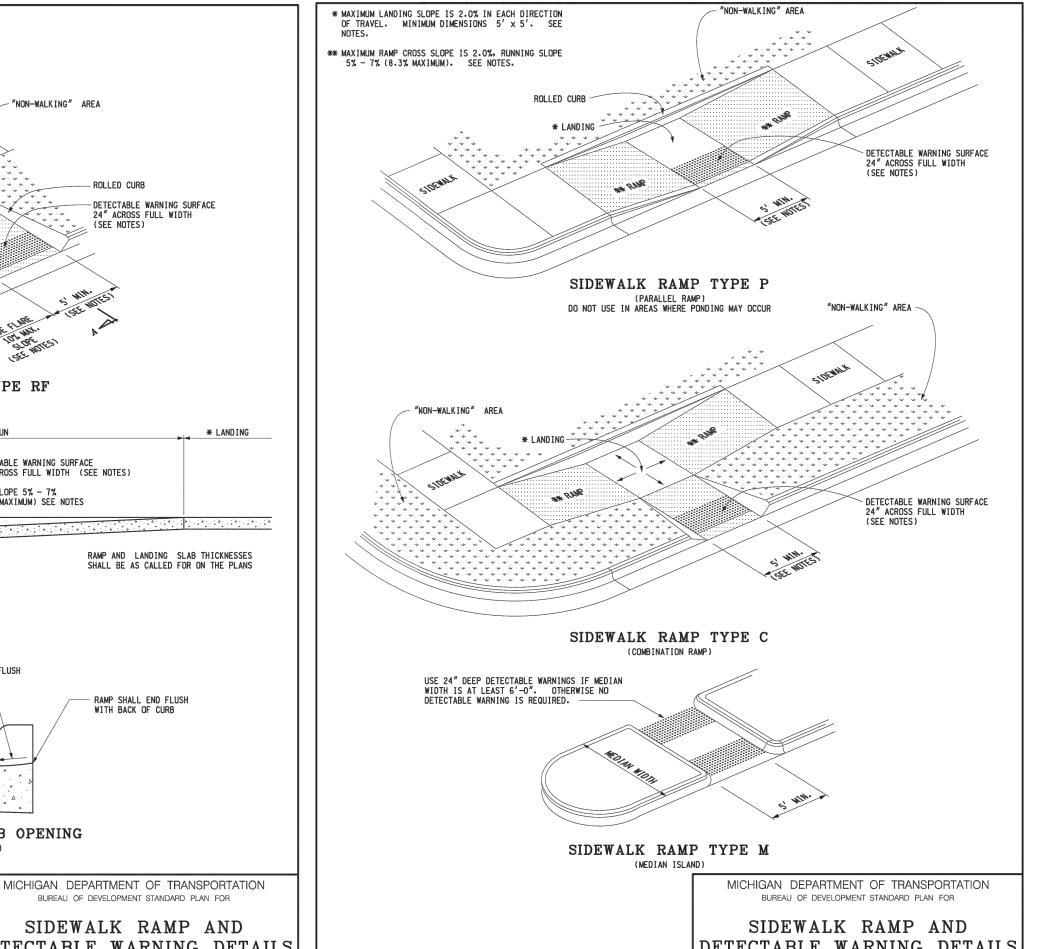
00.653 WIN.

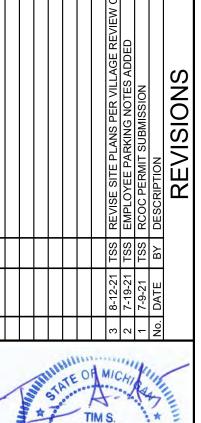
0 0 0 0

50% TO 65% OF BASE









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OR DETERMINING THE EXACT UTILITY LOCATIONS AS LEVATIONS PRIOR TO THE START OF CONSTRUCTION

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSON AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIBILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

3 FULL WORKING DAYS

**BEFORE YOU DIG CALL** 

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48264 MANCHESTER

MACOMB, MI 48044

(586) 216-1043

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ARD

Ω

ORIGINAL ISSUE DATE:

Project No. 2021-008

SCALE: 1" = 30'

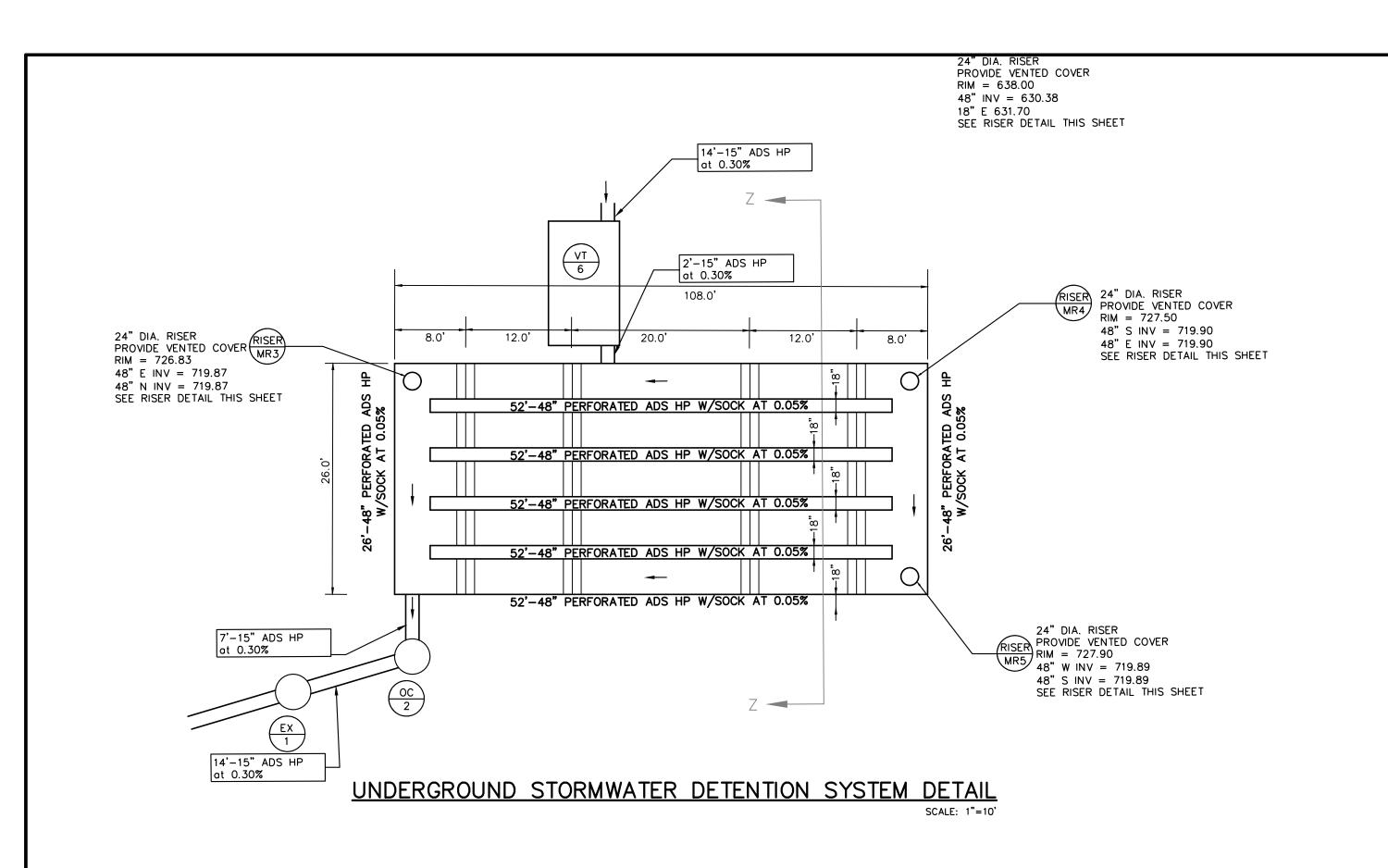
DRAWING NUMBER:

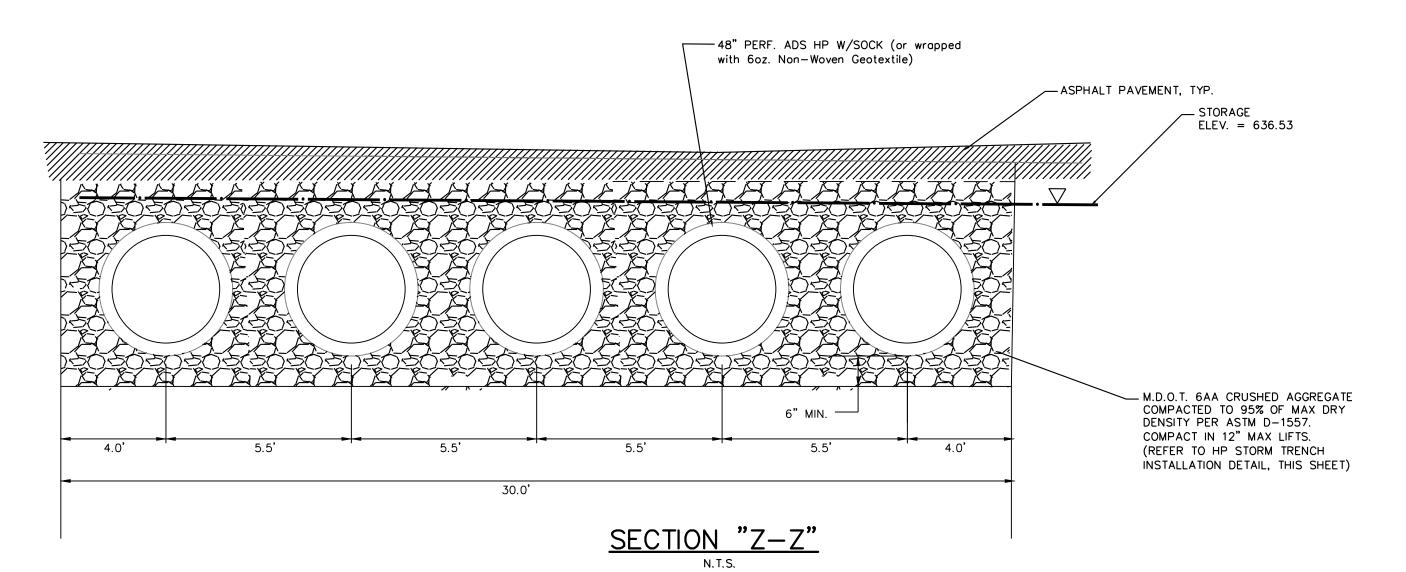
C-6.4

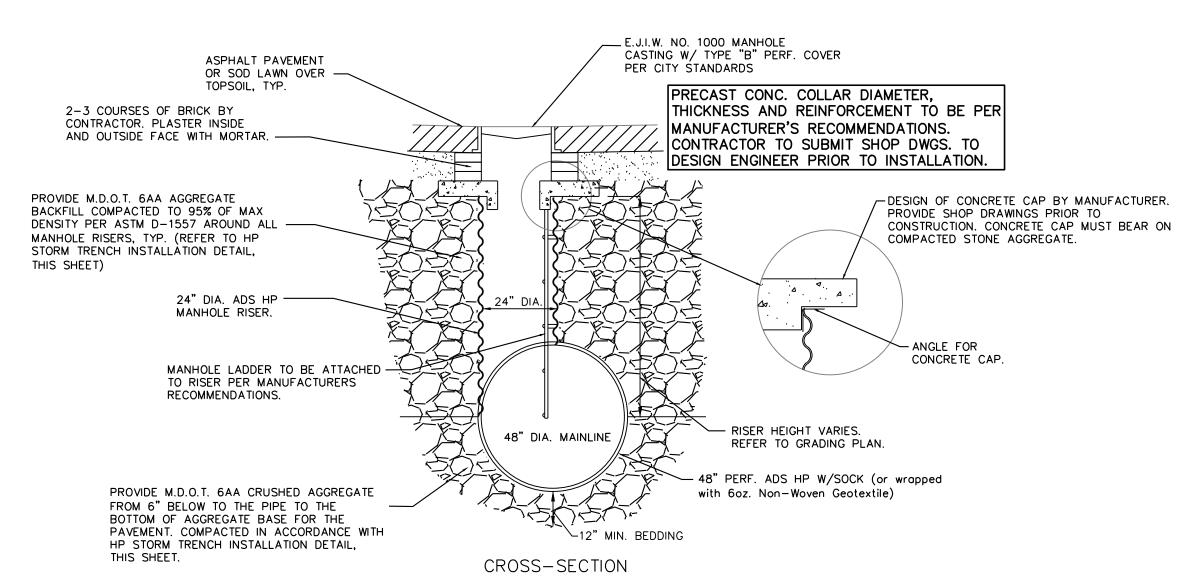
7/9/2021

ARD

GROUP, LLC







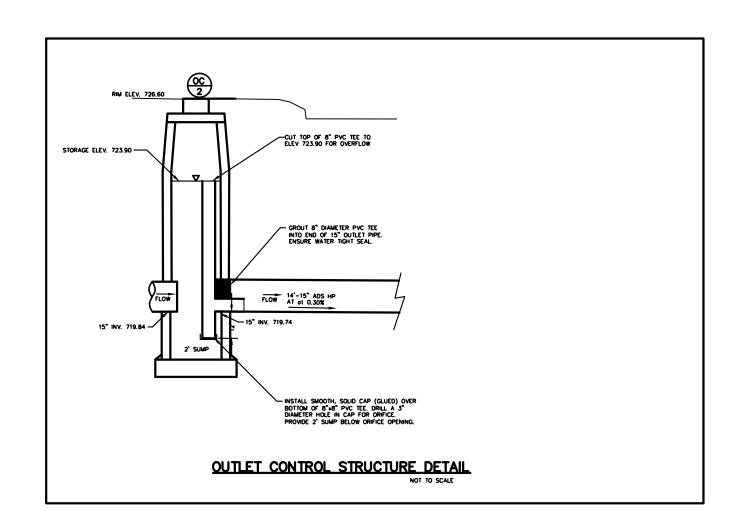
ACCESS MANHOLE DETAIL WITH FLAT TOP CONCRETE CAP

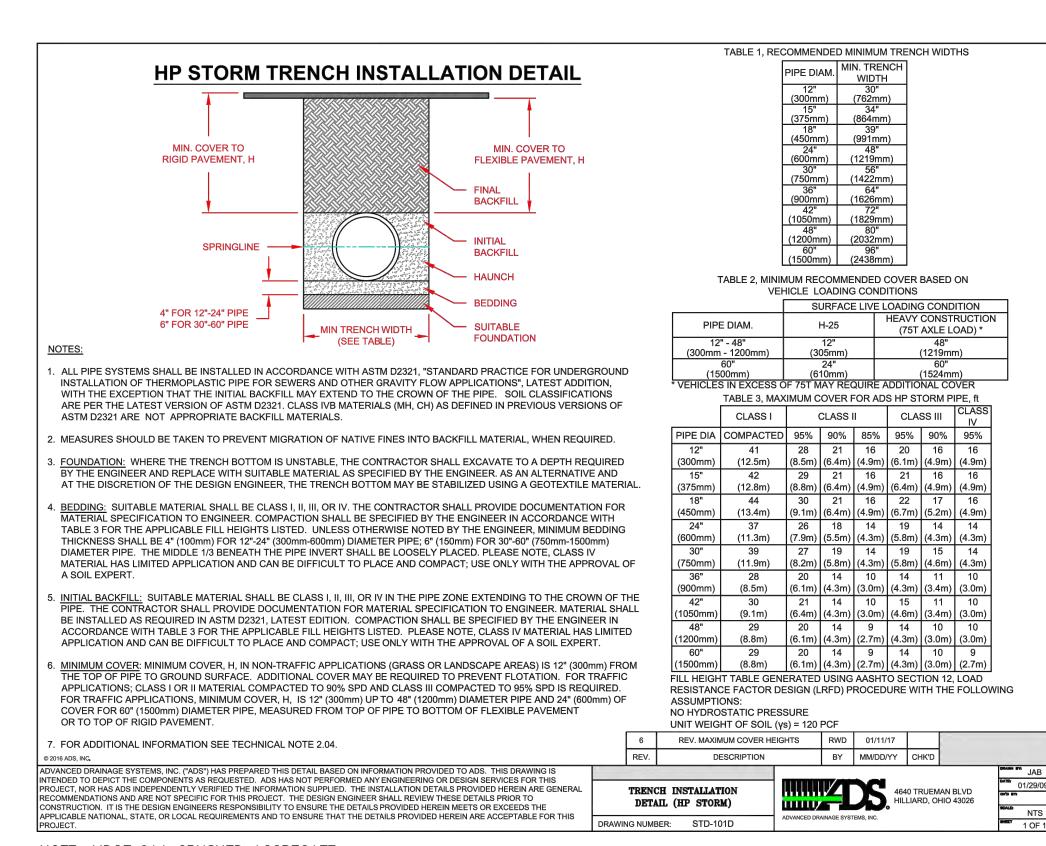
STORM STRUCTURE TABLE EX EX. RIM 728.43 (ADJUST TO 727.80) EX. 15" N 719.70 EX. 12" W 720.26 EX. 18" SE 719.63 OC 4' DIA W/2' SUMP 2 EJIW #5105 WITH TYPE M1 FLAT GRATE RIM 726.60 PR. 15" SE 719.74 W/3" ORIFICE & OVERFLOW OPENING AT 723.90 PR. 15" W 719.84 REFER TO DETAIL ON SHEET C-6.5 MR MH RISER TEE 3 RIM 726.83 PR. 48" N+E 719.87 MR MH RISER TEE RIM 727.50 PR. 48" S+E 719.90 MR MH RISER TEE 5 RIM 727.90 PR. 48" W+S 719.89 VT MODEL 4000 VORTECH 6 EAST RIM 727.45 MIDDLE RIM 727.50 WEST RIM 727.55

REFER TO DETAIL ON

SHEET C-6.2

PR 15" E 719.89 PR 15" W 719.99





NOTE: MDOT 6AA CRUSHED AGGREGATE MEETS CLASS 1 BACKFILL REQUIREMENTS AND MDOT 22A & MDOT CLASS II SAND MEETS CLASS 2 BACKFILL REQUIREMENTS.

3 8-12-21 TSS REVISE SITE PLANS PER VILLAGE REVIEW COMME
2 7-19-21 TSS EMPLOYEE PARKING NOTES ADDED
1 7-9-21 TSS RCOC PERMIT SUBMISSION
No. DATE BY DESCRIPTION
RO. DATE BY DESCRIPTION



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AT ELEVATIONS PRIOR TO THE START OF CONSTRUCTIONS.

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3 FULL WORKING DAYS BEFORE YOU DIG CALL **811** 

Know what's below Call before you dig

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STOREY ENGINEERING GROUP, LLC

48264 MANCHESTER MACOMB, MI 48044 (586) 216-1043 www.storeyengineering.com

GODDARD SCHOOL OF BEVERLY HILLS

935 E SILVERBELL ROAD
LAKE ORION, MI 48360

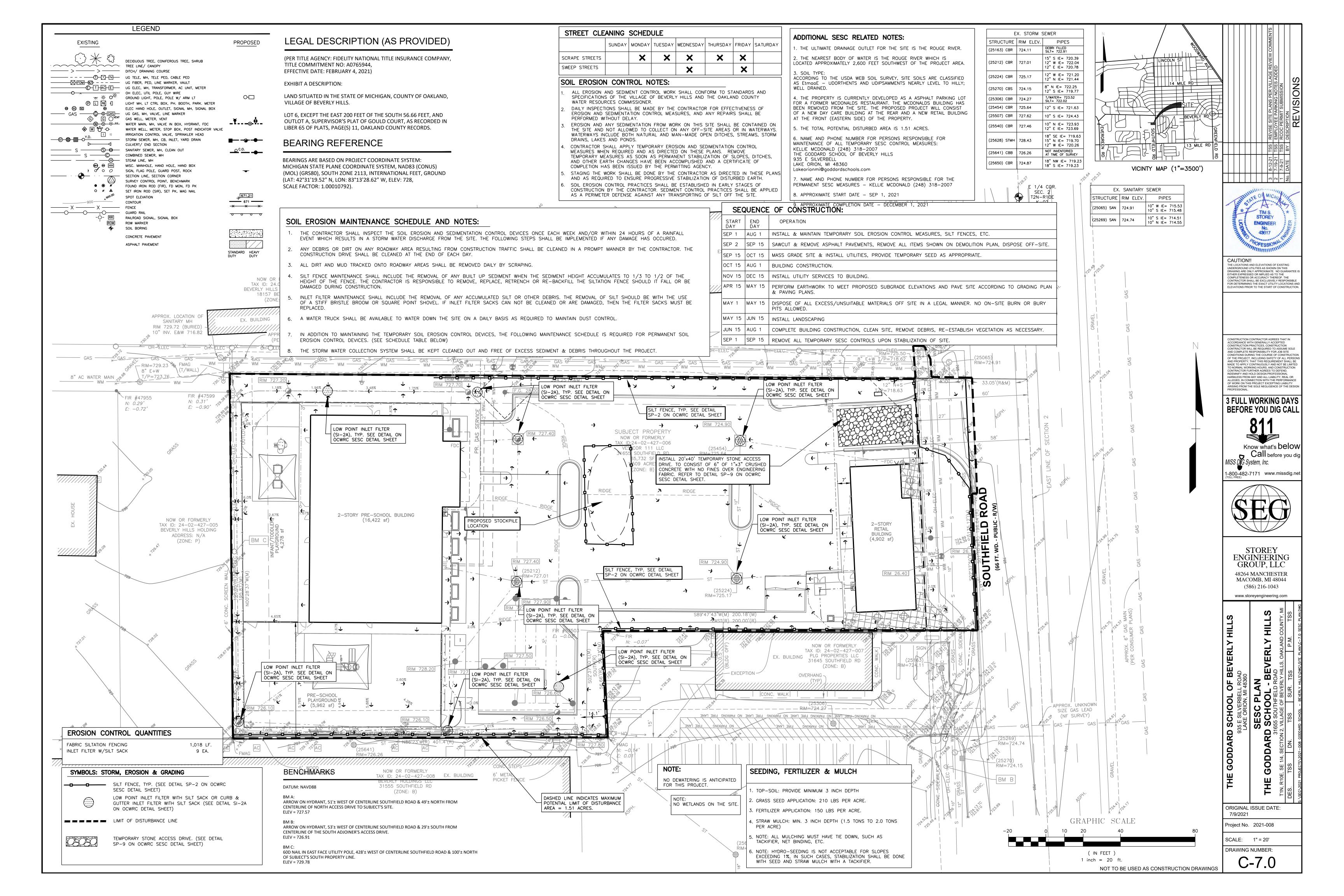
DETENTION SYSTEM DETAILS

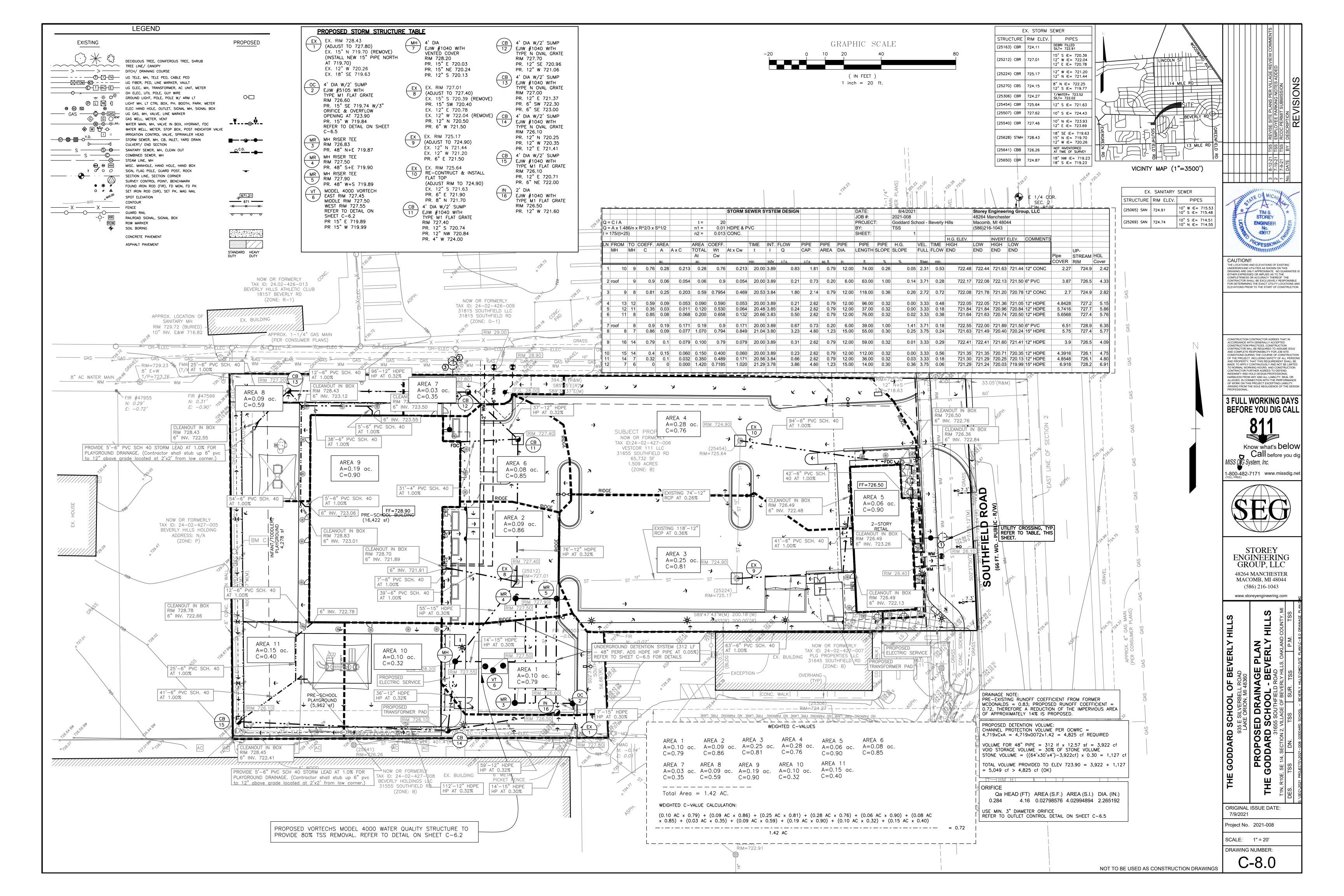
30DDARD SCHOOL - BEVERLY HILLS

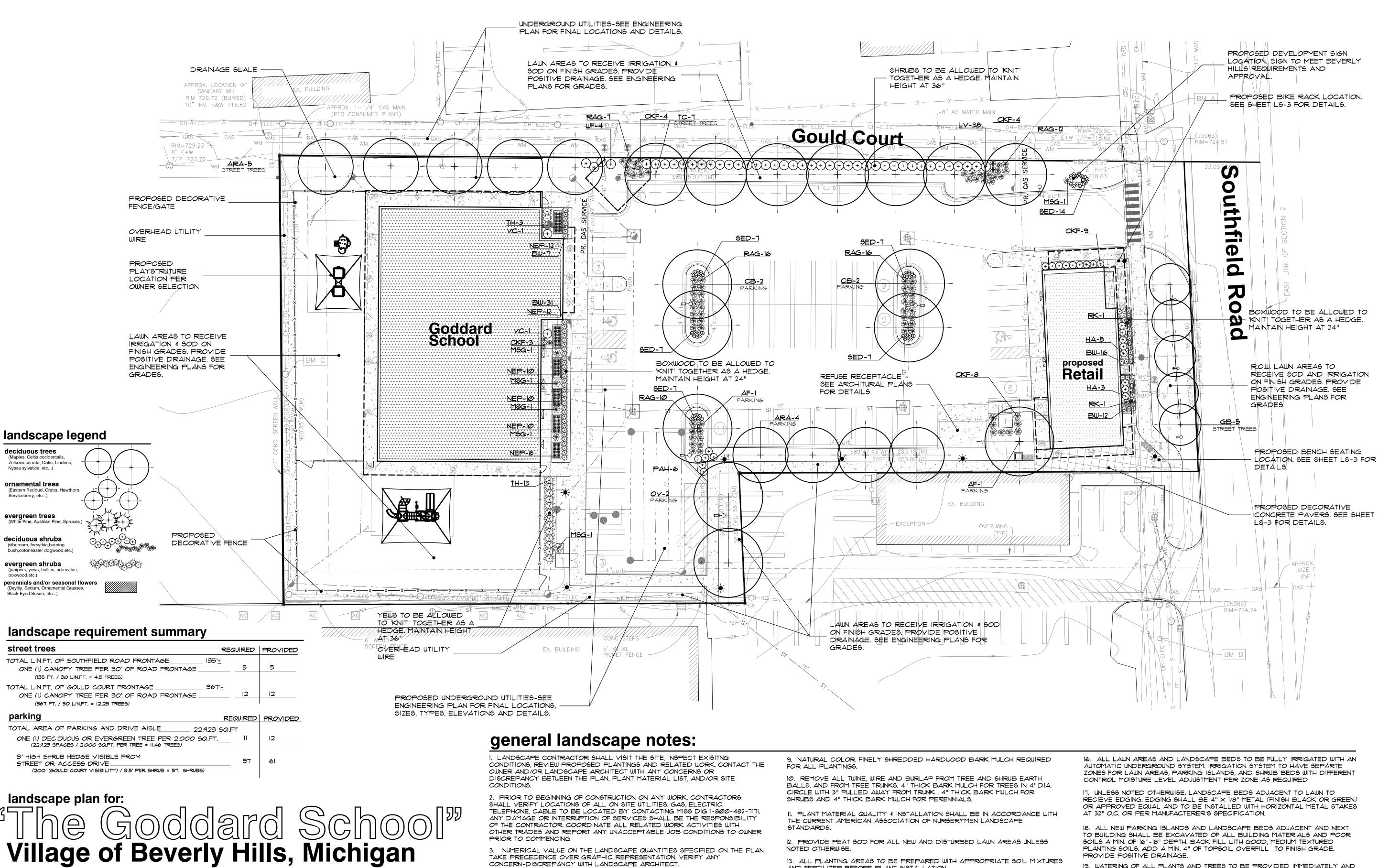
31655 SOUTHFIELD ROAD
SE 1/4, SECTION 2, VILLAGE OF BEVERLY HILLS, OAKLAND COUNTY, M

ORIGINAL ISSUE DATE:
7/9/2021
Project No. 2021-008
SCALE: (REFER TO DETAIL)

DRAWING NUMBER:







TAKE PRECEDENCE OVER GRAPHIC REPRESENTATION. VERIFY ANY CONCERN-DISCREPANCY WITH LANDSCAPE ARCHITECT. 4. ALL CONSTRUCTION AND PLANT MATERIAL LOCATION TO BE ADJUSTED ON

SITE IF NECESSARY 5. ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE

note:

graphic representation

1" = 40'- 0"

unless noted otherwise, numerical value on landscape

quantities specified on plan take precedence over

APPROVED BY VILLAGE OF BEVERLY HILLS AND LANDSCAPE ARCHITECT 6. ALL LARGE TREES AND EVERGREENS TO BE STAKED, GUYED AND WRAPPED AS DETAILED, SHOWN ON PLAN.

1. PLANT BEDS TO BE DRESSED WITH MIN. 4" OF FINELY DOUBLE SHREDDED HARDBARK MULCH.

8. DIG SHRUB PITS I' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALL. BACK FILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM EXCAYATED PLANTING HOLE.

13. ALL PLANTING AREAS TO BE PREPARED WITH APPROPRIATE SOIL MIXTURES AND FERTILIZER BEFORE PLANT INSTALLATION.

14. PLANT TREES AND SHRUBS GENERALLY NO CLOSER THAN THE FOLLOWING DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS: a). SHADE TREES

b). ORNAMENTAL AND EVERGREEN TREES (CRAB, PINE, SPRUCE, ETC.) c). SHRUBS THAT ARE LESS THAN I FOOT TALL AND WIDE AT MATURITY\_

15. NO TREES OR EVERGREENS TO BE INSTALLED OVER ANY PROPOSED OR EXISTING UTILITY LINES AS SHOWN ON THE OVERALL LANDSCAPE PLAN. SEE ENGINEERING PLANS FOR LOCATION AND DETAILS.

PROVIDE POSITIVE DRAINAGE.

19. WATERING OF ALL PLANTS AND TREES TO BE PROVIDED IMMEDIATELY AND MULCHING WITHIN 24 HOURS AFTER INSTALLATION.

20. ALL TREE PITS TO BE TESTED FOR PROPER DRAINAGE PRIOR TO TREE PLANTING. PROVIDE APPROPRIATE DRAINAGE SYSTEM AS REQUIRED IF THE TREE PIT DOES NOT DRAIN SUFFICIENTLY.

21. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE PLANT MATERIALS AND IRRIGATION INSTALLATION FOR A PERIOD OF TWO YEAR BEGINNING AFTER THE COMPLETION OF LANDSCAPE INSTALLATION DATE APPROVED BY THE CITY OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL REPLACE DURING AND AT THE END OF THE GUARANTEE PERIOD, ANY DEAD OR UNACCEPTABLE PLANTS, AS DETERMINED BY THE CITY OR LANDSCAPE ARCHITECT, WITHOUT COST TO THE OWNER.

and ASSOCIATES Community Land Planner and registered Landscape Architect 24333 Orchard Lake Rd, Suite G Farmington Hills, MI 48336 ph. (248) 557-5588

fax. (248) 557-5416

seal:

THE GODDARD SCHOOL OF LAKE ORION

935 E. Silverbell Road Lake Orion Michigan 48360

project:

THE **GODDARD SCHOOL Beverly Hills** 

project location: Village of Beverly Hills, Michigan

sheet title:

LANDSCAPE PLANTING DETAIL

31655 Southfield Rd

job no./issue/revision date:

LS21.076.06 REVIEW 6-11-2021 SPA 6-30-2021 LS21.076.06 SPA 8-12-2021

JP, DK

checked by:

6-08-2021

and Associates

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underground utilities as shown on this drawing are only approximate. no guarante is either expressed or implied as to the completeness of accuracy, contractor shall be exclusively responsible for determining the exact location and elevation prior to the start

project no: LS21.076.06

of construction

sheet no:

# plant material list

key	quant. 1A	botanical name	common name	size	comments
		LARGE AND SMALL DECIDUOUS TREES			
<b>AF</b>	2	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE RED MAPLE	3" BB	
СВ	4	CARPINUS BETULUS 'FASTIGIATA'	EUROPEAN COLUMNAR HORNBEAM	3" BB	
ARA	9	ACER RUBRUM 'ARMSTRONG'	ARMSTRONG RED MAPLE	3" BB	
OY	2	OSTRYA VIGINIANA	AMERICAN HOPHORNBEAM	3" BB	
TC	7	TILIA CORDARA 'GREENSPIRE'	GREENSPIRE LINDEN	3" BB	
GB	5	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY MAIDENHAIR TREE	3" BB	
		SHRUBS			
RK	2	ROSA 'KNOCKOUT'	KNOCKOUT ROSE	#5 CONT.	36" O.C. SPACING
HA	8	HYDRANGEA A. 'ANNABELLE'	ANNABELLE HYDRANGEA	#5 CONT.	36" O.C. SPACING
YC	2	VIBURNUM 'CARLESSI'	KOREAN SPICE VIBURNUM	#5 CONT.	36" O.C. SPACING
RAG	61	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	#5 CONT.	42" O.C. SPACING
LY	38	LIGUSTRUM X. VICARYI	GOLDEN VICARY PRIVET	30" BB	48" O.C. SPACING
TH	16	TAXUS X, 'HICKSII'	HICK'S YEWS	30" BB	36" O.C. SPACING
BW	65	BUXUS X. GREEN VELVET	GREEN VELVET BOXWOOD	18" BB	24" O.C. SPACING
WF	4	WEIGELA FLORIDA 'ALEXANDRA'	WINE & ROSE WEIGELA	30" BB.	42" O.C. SPACING
		PERENNIALS AND GRASSES			
PAH	6	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	*3 CONT.	30" O.C. SPACING
CKF	28	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	*3 CONT.	36" O.C. SPACING
MSG	6	MISCANTHUS SINENSIS 'MORNING LIGHT'	MORNING LIGHT' MAIDEN GRASS	*3 CONT.	36" O.C. SPACING
SED	49	SEDUM SPECTABILE 'NEON'	NEON SEDUM	*2 CONT.	12" O.C. SPACING
NEP	20	NEPETA X. FAASSENII 'PURRSIAN BLUE'	PURRSIAN BLUE NEPETA	#I CONT.	18" O.C. SPACING

### Planting landscape notes:

## GENERAL NOTES:

- 1) PLANT MATERIALS TO BE INSTALLED ACCORDING TO THE VILLAGE OF BEVERLY HILLS AND CURRENT AMERICAN ASSOCIATION OF NURSERYMEN'S
- 2) PLANT MATERIALS TO BE GUARANTEED FOR 2 YEARS. REPLACE FALLING
- MATERIAL WITHIN I YEAR, OR THE NEXT APPROPRIATE PLANTING PERIOD. 3) PLANT MATERIALS TO BE OF PREMIUM QUALITY, NO. I GRADE NORTHERN NURSURY GROWN, IN HEALTHY CONDITION, FREE OF PESTS AND DISEASES.
- 4) MULCH IS TO BE NATURAL COLORED, FINELY SHREDDED HARDWOOD BARK OF 4" THICK BARK MULCH FOR TREES IN 4' DIA. CIRCLE W/3" PULLED AWAY FROM TRUNK, 3" THICK BARK MULCH FOR SHRUBS AND 2" THICK BARK MULCH FOR PERRENIALS.
- 5) CALL MISS DIG AT 1-800-482-7171 PRIOR TO ANY CONSTRUCTION. 6) DATE OF INTENDED LANDSCAPE INSTALLATION TO BE FALL 2022.

### DECIDUOUS & EVERGREEN TREE:

- 1) TREE SHALL BE INSTALLED SAME RELATIONSHIP TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 6" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY
- 2) DO NOT PRUNE TERMINAL LEADER PRUNE ONLY DEAD OR BROKEN BRANCHES.
- 3) REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSLIGHTLY AND COULD CAUSE GIRDLING.
- 4) REMOVE TREE STAKES, GUY WIRES AND TREE WRAP AFTER ONE WINTER

### 1) SHRUB SHALL BE INSTALLED SAME RELATIONSHIP TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 4" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOIL AREAS.

- 2) DO NOT PRUNE TERMINAL LEADER, PRUNE ONLY DEAD OR BROKEN
- 3) REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSLIGHTLY AND COULD CAUSE GIRDLING.

MULCH 2" DEPTH WITH SHREDDED

COLOR. LEAVE 3" CIRCLE OF BARE

SOIL AT BASE OF TREE TRUNK TO

REMOVE COLLAR OF ALL FIBER

POTS. POTS SHALL BE CUT TO

PROVIDE FOR ROOT GROWTH.

REMOVE ALL NONORGANIC

CONTAINERS COMPLETELY.

SCARIFY PLANTING PITSIDES.

RECOMPACT BASE OF TO 4" DEPTH.

EXPOSE ROOT FLARE. MOUND EARTH TO

FORM SAUCER

HARDWOOD BARK. NATURAL IN

## 1) SOD LAWN AREAS SHALL BE KENTUCKY BLUE GRASS BLEND

- GRASS IN A SOD NURSERY ON LOAM SOIL. SOD TO BE INSTALLED ON MINIMUM 2" TOPSOIL.
- 2) SEEDED LAWN AREAS SHALL CONSIST OF THE FOLLOWING TYPES AND PROPORTIONS:

### 5% PERENNIAL RYE GRASS 10% RED FESCUE 25% CHEWING FESCUE

60% KENTUCKY BLUE GRASS

SEED MIX SHALL BE APPLIED AT A RATE OF 200 POUNDS PER ACRE AND WEED CONTENT SHALL NOT EXCEED 1%. SEED. PROVIDE A MINIMUM 4" TOP SOIL ON ALL SEEDED LAWN AREA

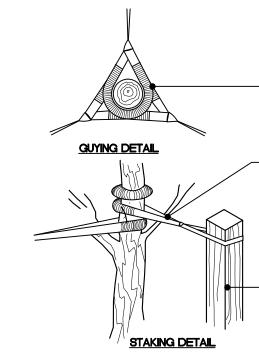
### landscape maintenance notes:

THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SITE LANDSCAPING, AS FOLLOWS:

- I. LANDSCAPING SHALL BE KEPT IN A NEAT, ORDERLY AND HEALTHY GROWING CONDITION, FREE FROM DEBRIS AND REFUSE.
- 2. PRUNING SHALL BE MINIMAL AT THE TIME OF INSTALLATION, ONLY TO REMOVE DEAD OR DISEASED BRANCHES. SUBSEQUENT PRUNING SHALL ASSURE PROPER MATURATION OF PLANTS TO ACHIEVE THEIR APPROVED PURPOSE.
- 3. ALL DEAD OR DISEASED PLANT MATERIAL SHALL BE REMOVED AND REPLACED WITHIN THREE (3) MONTHS AFTER IT DIES OR IN THE NEXT PLANTING SEASON, WHICHEVER

THE PLANTING SEASON FOR OCCURS FIRST. THE PLANTING SEASON FOR DECIDUOUS PLANTS SHALL BE BETWEEN MARCH I AND JUNE I AND FROM OCTOBER I UNTIL THE PREPARED SOIL BECOMES FROZEN. THE PLANTING SEASON FOR EVERGREEN PLANTS SHALL BE BETWEEN MARCH I AND JUNE I. PLANT MATERIAL INSTALLED TO REPLACE DEAD OR DISEASED MATERIAL SHALL BE AS CLOSE AS PRACTICAL TO THE SIZE OF THE MATERIAL IT IS INTENDED TO REPLACE.

- 4. LANDSCAPE MAINTENANCE ITEMS: MOWING TO BE PERFORM WEEKLY OR AS REQUIRED
- PRUNING TO BE PERFORM BIANNUAL
- WATERING TO OCCUR BIWEEKLY OR AS REQUIRED
- FERTILIZATION TO OCCUR QUARTERLY (SPRING, TWICE IN THE SUMMER, AND



SOME FLEXING OF THE TREE. REMOVE AFTER ONE (1) YEAR. USE 3 HARDWOOD STAKES PER TREE. 2" X 2" X 8' STAKES. DRIVE

2"-3' WIDE BELT-LIKE NYLON OR PLASTIC

STAKE TREES - JUST BELOW FIRST BRANCH USING 2 - 3"

WIDE BELT-LIKE NYLON.

CONNECT FROM TREE TO STAKE OPPOSITE. ALLOW FOR

STRAPS

STAKES INTO UNDISTURBED SOIL 6"-8" OUTSIDE OF ROOTBALL TO A DEPTH OF 18" BELOW TREE PIT. REMOVE AFTER ONE (1) YEAR. DO NOT USE WIRE OR ROPE THRU

Use same staking/guying

each grouping or area.

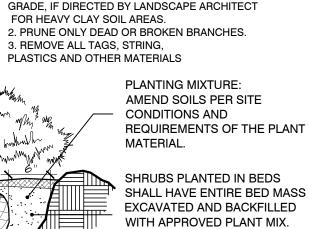
orientation for all plants within

Orient staking/guying to prevailing winds, except on slopes greater than 3:1 orient to

STAKING/GUYING LOCATION

tree staking detail

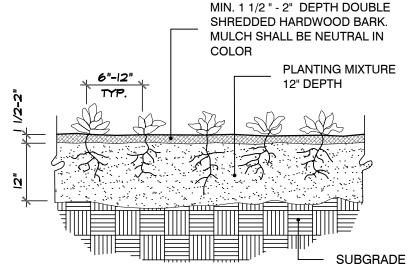
1. SHRUB SHALL BEAR SAME RELATION TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY



HIGHER THAN FINISH GRADE UP TO 4" ABOVE

PLANTS SHALL NOT BE INSTALLED IN INDIVIDUAL HOLES. REMOVE ALL NON-BIODEGRADABLE MATERIALS COMPLETELY FROM THE ROOTBALL. CUT AND REMOVE WIRE

BASKET AND BURLAP FROM TOP shrub planting detail HALF OF THE ROOTBALL.



perennial planting detail





THE GODDARD SCHOOL OF LAKE ORION

935 E. Silverbell Road Lake Orion Michigan 48360

project:

THE **GODDARD SCHOOL Beverly Hills** 

project location: Village of Beverly Hills, Michigan 31655 Southfield Rd

sheet title:

plant material list and planting details

job no./issue/revision date:

LS21.076.06 REVIEW 6-11-2021 SPA 6-30-2021 LS21.076.06 SPA 8-12-2021

JP, DK checked by:

6-08-2021

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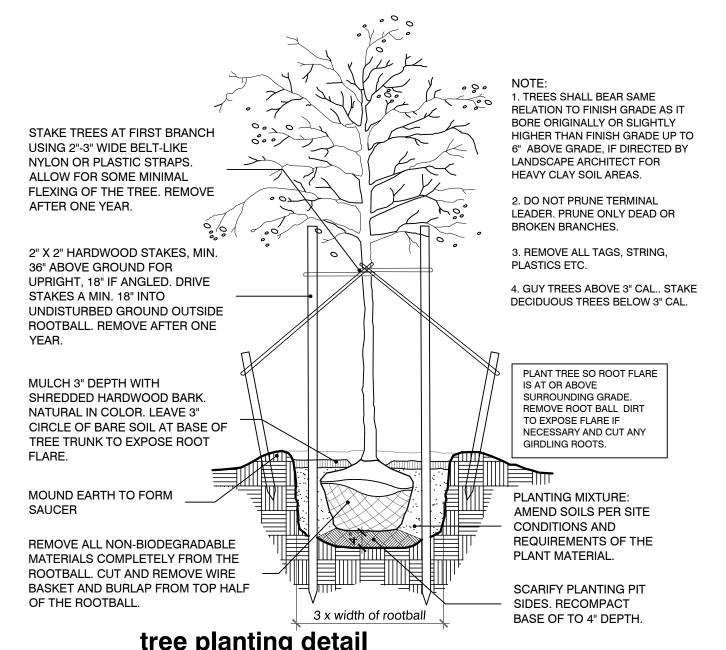
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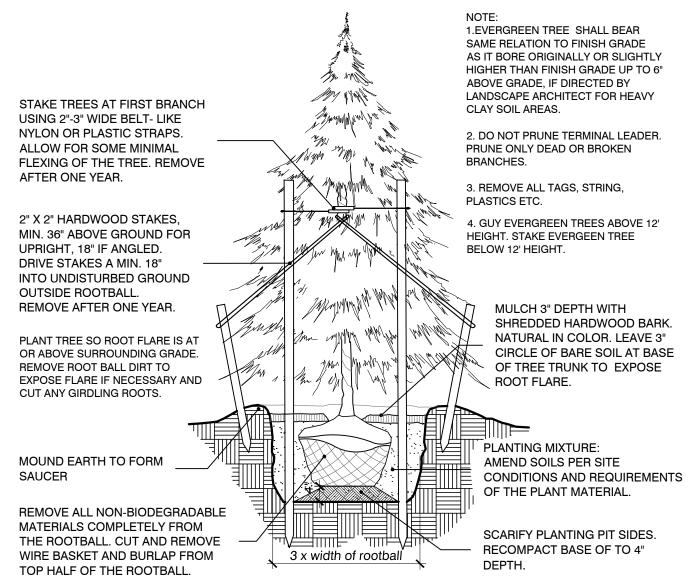


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project no:

LS21.076.06





evergreen planting detail



decorative pedestrian concrete walk BROOM FINNISH WITH 3" SMOOTH TROWEL FINISH BETWEEN SCORING

concrete planter OTAL OF 6-CONDITIONS CONCRETE PLANTER MANUFACTURER, SIZE AND COLOR PER OWNER SELECTION



6" high concrete planter 6" HIGH CONCRETE PLANTER BETWEEN SIDE WALK AND RETAIL BUILDING



cafe bistro chairs and tables

MANUFACTURED BY BY ANOVA, INC. 211 NORTH LINDBERGH BLVD. SUITE 200 ST. LOUIS, MISSOURI TOLL FREE NO. (800)231-1327 WWW: ANOVAFURNISHINGS.COM I- BISTRO TABLE MODEL NO. T2237R OR EQUAL (31"H × 34"M × 36"L) 4-BAR CHAIRS

MODEL NO. T2235R OR EQUAL (33"H X 20"W X 23"L) SLAT COLOR: CEDAR FRAME COLOR: TEXTURED PEWTER



bicycle rack (3-CONDITIONS) BIKE RACK BY MADRAX. MODEL NO. 1U238-IG (SF,SG) SURFACE PLATE MOUNT) 2 3/8" BLACK POWER-COATED LOOP

OR EQUAL



trash receptacle (2-CONDITIONS) MANUFACTURED BY ANOVA, INC. OR EQUAL 211 NORTH LINDBERGH BLVD. SUITE 200 ST. LOUIS, MISSOURI 63141-7809

> MWM: ANOVAFURNISHINGS.COM MODEL NO. LEX33 OR EQUAL SIZE CAPACITY: 33 GALLON FINISH COLOR: TEXTURED PEWTER

TOLL FREE NO. (800)231-1327



decorative bench seating TOTAL OF 2-CONDITION

MANUFACTURED BY BY ANOVA, INC. MODEL NO. 57PL OR EQUAL DESCRIPTION: 6' WIDE BENCH

FINISH: TEXTURED PEWTER



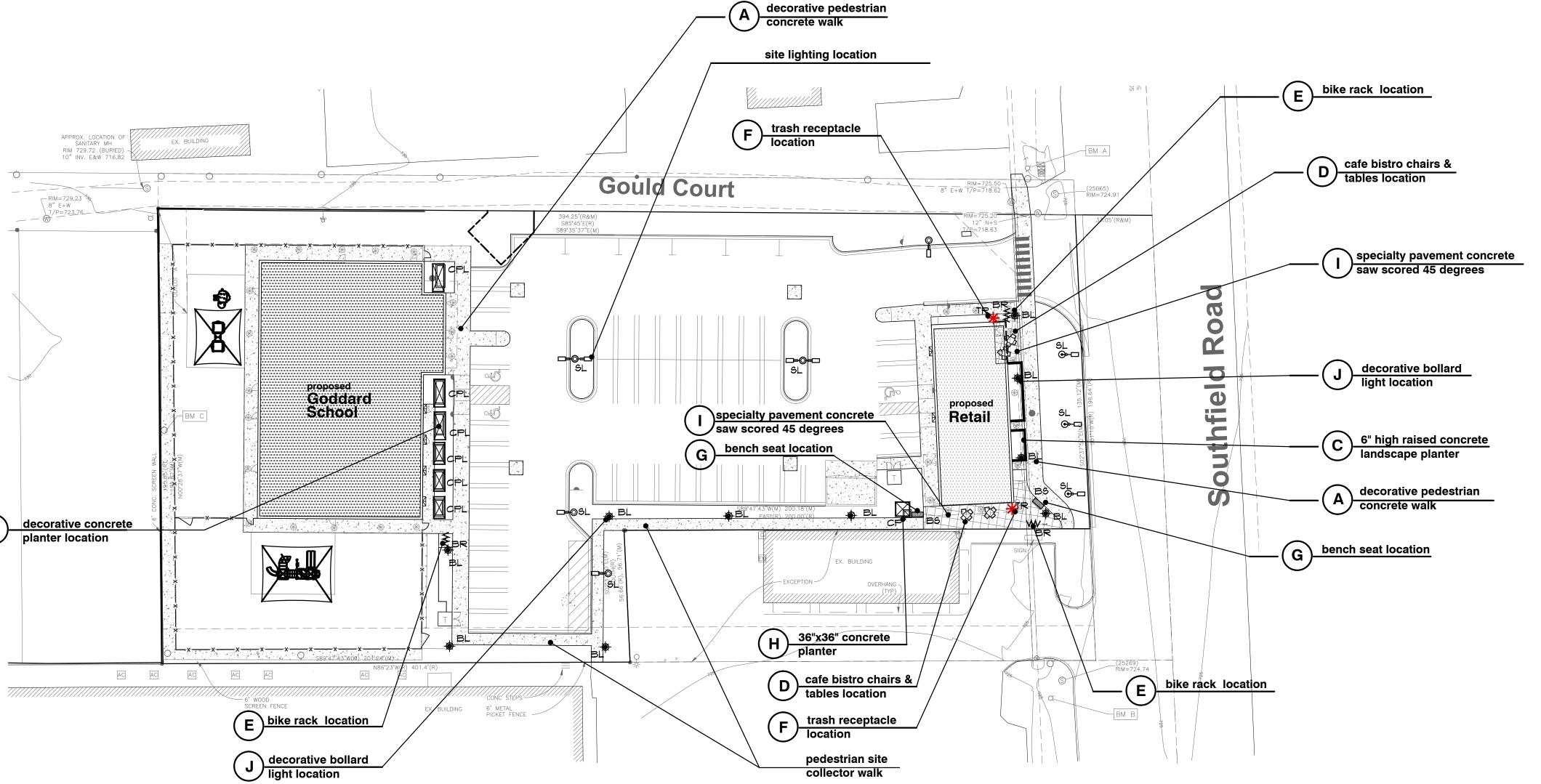
decorative upright concrete planter

MANUFACTURED BY WAUSAU OR EQUAL PO BOX 1520 WAUSAU, WI. 54402-1520 TOLL FREE NO. (800)388-8728 MMM: MAUSAUTILE.COM MODEL TF4196 OR EQUAL SIZE 36"X36"X36" HIGH

**∖ specialty pavement** concrete saw scored 45 degrees



decorative bollard light (see photometric plan for details)



site amenity reference location plan

TRASH RECEPTICAL ₩<sub>BR</sub> BIKE RACK CAFE SEATING AND TABLE **BENCH SEAT** (WITH BACKS)

CONCRETE PLANTER **BOLLARD LIGHT FIXTURE** 

36"X 36" CONCRETE PLANTER **DECORATIVE POLE &** □-O<sub>SL</sub> LIGHT FIXTURE

MMM: ANOVAFURNISHINGS.COM



FELINO A. PASCUAL and ASSOCIATES Community Land Planner and registered Landscape Architect 24333 Orchard Lake Rd, Suite G Farmington Hills, MI 48336 ph. (248) 557-5588 fax. (248) 557-5416

THE GODDARD SCHOOL OF LAKE ORION

935 E. Silverbell Road Lake Orion Michigan 48360

project:

THE GODDARD **SCHOOL Beverly Hills** 

project location: Village of Beverly Hills, Michigan 31655 Southfield Rd.

sheet title: **AMENITY PLAN** 

job no./issue/revision date: LS21.076.06 REVIEW 6-11-2021 SPA 6-30-2021 LS21.076.06 SPA 8-12-2021

JP, DK

checked by:

date: 6-08-2021

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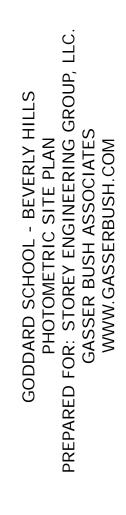


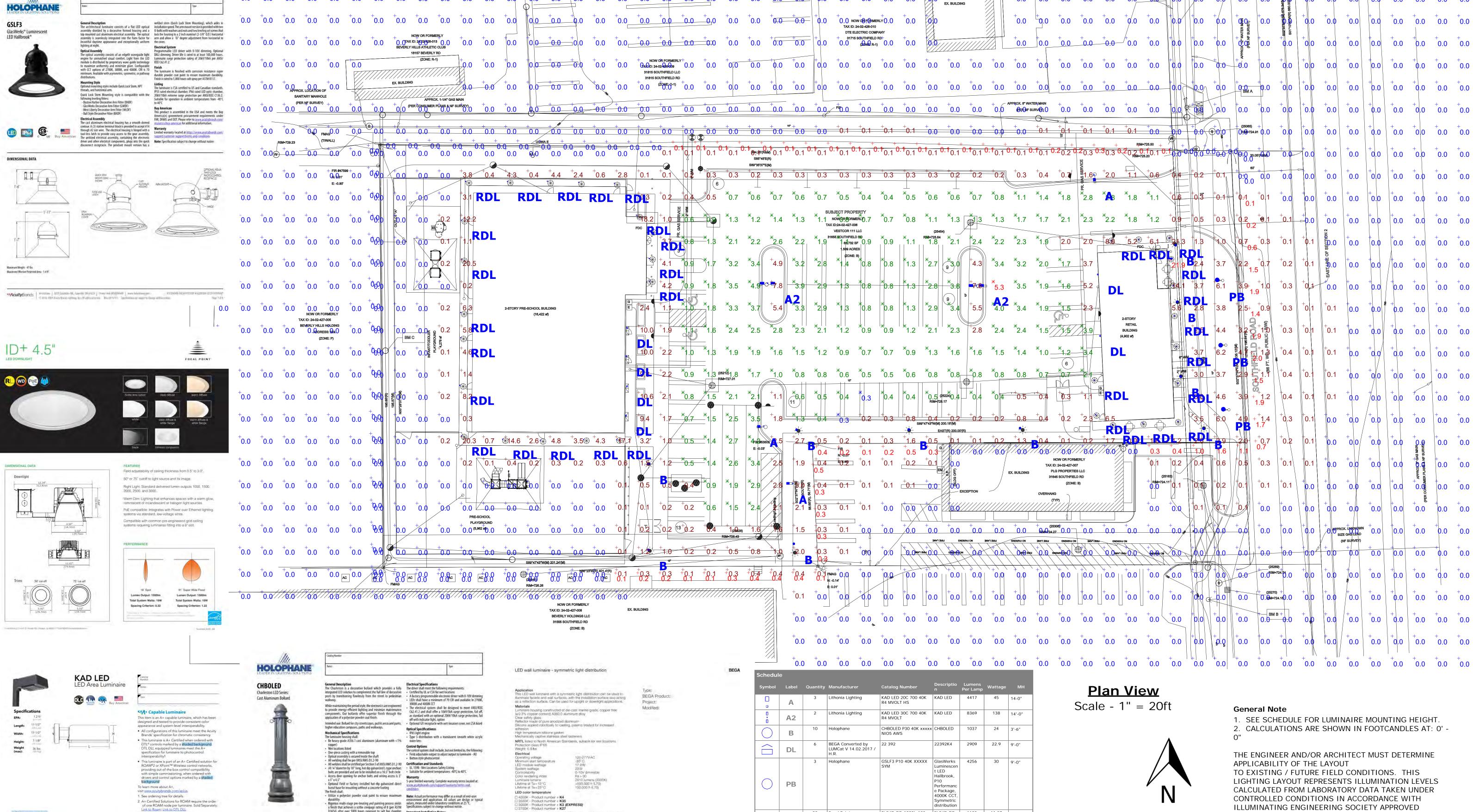
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project no: LS21.076.06

sheet no:







Photocell Option

Receptacle Option

2007/2027 Army Wands Lighting, Inc. All Lights reserved. Rev. 05/17/21. Sannipolitor subject to range William Indice.

SACUITY Branges | Hologhane | 3225 Columbia Rd., Granville OH 69(25) | Phone W66-HOLOPHANE | WWW.hologhane.com

Acuity Brands Lighting is not responsible for the foundation design.

Evebolt Option

(more than I can be specified)

CHEOLED

EXAMPLE: KAD LED 40C 1000 40K R5 MVOLT SPD04 DDBXD

Shipped separately DOBXD Dark bronze DDBTXD Featured dark

DIMENSIONAL DATA

113

Maximum standard weight - 44 lbs.

| 20C | 20 LEBs | S30 | S30 mA | 30K | 30K | M | 20 | Se | 1 | Se | 1 | 227 | Shipped included | S50 | S60 mA | 40K | 400 SK | 83 | Ige # | 120 | 347 \cdots | S9UMSAK | Square pole lambertal mounting adaptor | O4 | 4" arm | DAD1.29" | Sepulse All | Specific | S60 | S60 m | S60 | S60 m | S60 | S60 m |

PRES VERA tweet-rack Pre-owner receptable unity for commels 1-25 community from the comment of t

PIR (I) level, mathemizandered service, 8-15 mounting BL30 (II) level switches dimming. PNMT703 Port right, dim 30% MeV.

PRRH Bi-level, motion/amozioni sensor, 15-10' mountage BLSO Shelvel switched dimning. HS House de sheld '
Sono Marian Sensor enabled al Sc. Marian Sono Marian Sono Marian Sono Marian Sono Marian Marian Sono Marian Marian Sono Marian Marian

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires – see website for details

Available colors 

Black (BLK) 

White (WHT) 

RAL

LED wall luminaire esymmetric light distribution

22392 17.9W 9 4 F

BEGA 1000 BEGA Way Carpinteris CA 93013 (805) 684-0533 introdhena-us com-

All BEGA standard linishes are matte, textured polyester powder coal with

☐ Bronze (BRZ) ☐ Silver (SLV) ☐ CUS:

FLC4D-RO-1000L-120- FLC4D-RO 1103 11.37 10'-0"

N/A 0.1:1

**Drawing Note** 

**Ordering Note** 

6705.

**Mounting Height Note** 

HEIGHT LESS BASE HEIGHT.

OTHERS.

THIS DRAWING WAS GENERATED FROM AN

ONLY. LAYOUT TO BE VERIFIED IN FIELD BY

MOUNTING HEIGHT IS MEASURED FROM

GRADE TO FACE OF FIXTURE. POLE HEIGHT

SHOULD BE CALCULATED AS THE MOUNTING

FOR INQUIRIES CONTACT GASSER BUSH AT

QUOTES@GASSERBUSH.COM OR 734-266-

**ELECTRONIC IMAGE FOR ESTIMATION PURPOSE** 

LD1-T/LC4-RO-1000L-

Symbol Avg | Max | Min | Max/Min Avg/Min Avg/Max

**X** 1.6 fc 5.3 fc 0.3 fc 17.7:1 5.3:1 0.3:1

35K-DN-FL1-CD-NP

0.2 fc | 2.0 fc | 0.0 fc | N/A

Focal Point

RDL

Statistics

Description

PARKING LOT

ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S

LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

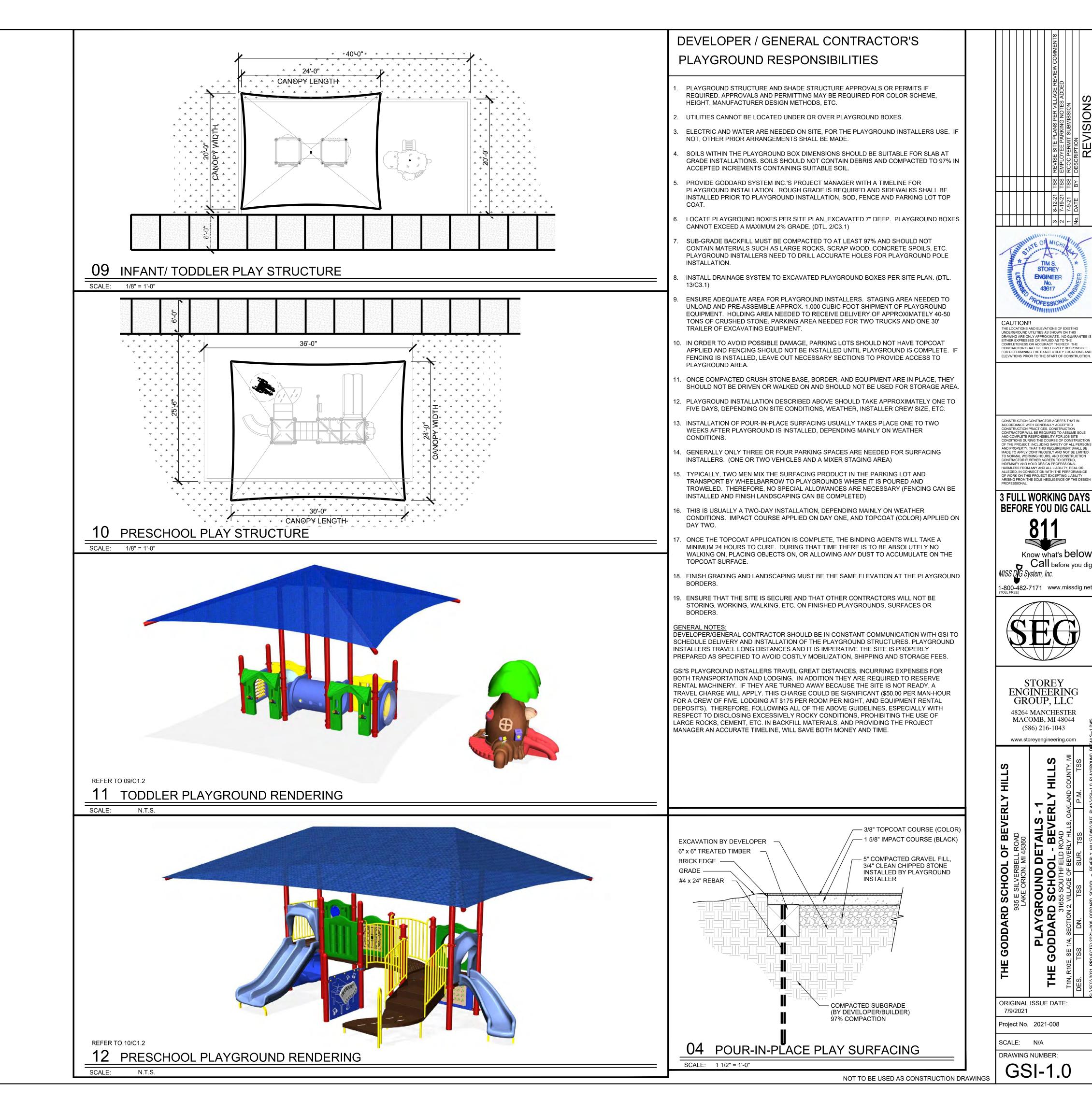
THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT

IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE

LIGHTING QUALITY COMPLIANCE.

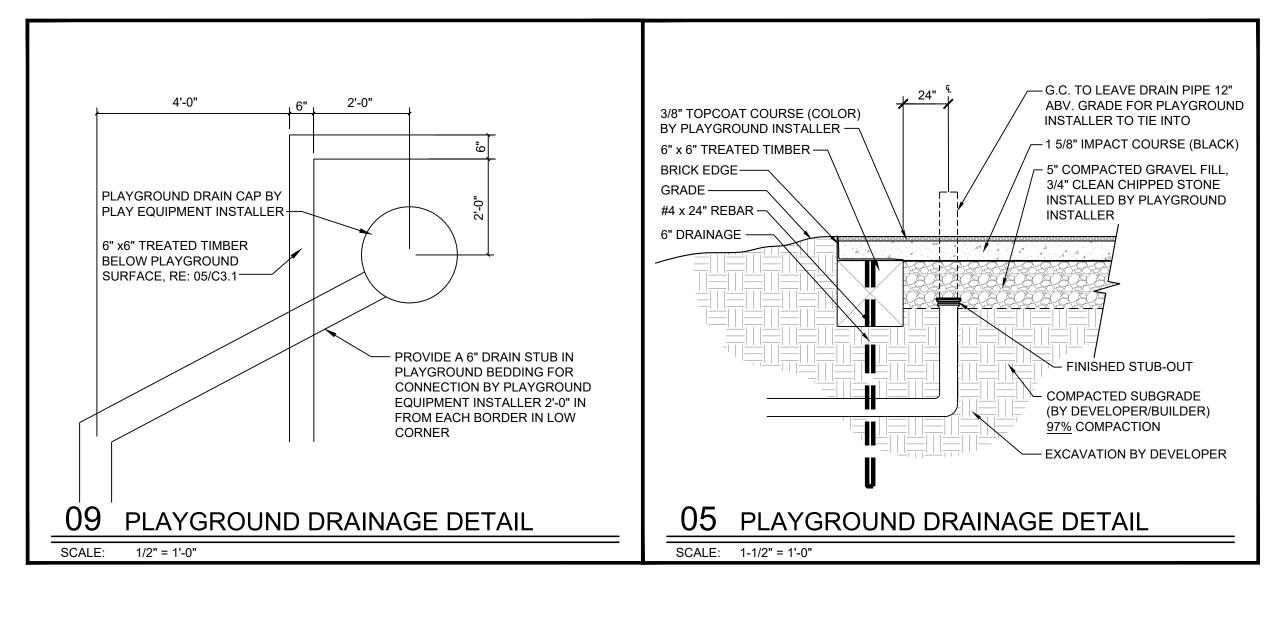
UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

Designer JD/KB/nae Date 6/16/2021 Scale Not to Scale Drawing No. #21-63485-V3 1 of 1



### **UTILITY NOTES**

- 1. THERE SHALL BE NO UTILITIES RUN UNDER PLAYGROUND AREAS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE AND ORDER ALL NEW SERVICES, LOCATE AND MAINTAIN IN SERVICE ALL EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION UNLESS OTHERWISE INDICATED IN THE DRAWINGS. ANY PIPING, WHICH CAN BE REMOVED DURING CONSTRUCTION WITHOUT UNDUE INTERRUPTION OF SERVICE MAY BE REMOVED AND REPLACED BY THE CONTRACTOR, AT HIS EXPENSE WITH THE PERMISSION OF THE OWNER.
- BEFORE WORKING WITH OR AROUND EXISTING UTILITIES, THE APPLICABLE UTILITY COMPANY SHALL BE CONTACTED BY THE CONTRACTOR.
- WHEN CONNECTIONS ARE TO BE MADE TO EXISTING PIPING AND STRUCTURES OR WHERE CONSTRUCTION IS IN THE VICINITY OF EXISTING PIPING, THE LOCATION AND ELEVATION OF THE EXISTING PIPING SHALL BE FIELD VERIFIED. NOTIFICATION SHALL BE GIVEN TO THE OWNER IF THE EXISTING PIPING IS FOUND TO BE DIFFERENT THAN THAT SHOWN ON THE DRAWINGS.
- FOR CLARITY OF THESE DRAWINGS, PIPES MAY NOT BE DRAWN TO SCALE OR EXACTLY LOCATED.
- CONTRACTOR TO PROVIDE SURFACE MOUNT EXTERIOR GRADE PHONE CABINET AND PHONE. 48" MIN. TO 60" MAX. AFF. TO PROTRUDE 4" MAX. FROM FACE OF WALL. SEE HOFFMAN ATC12124S TYPE 1 STEEL CABINET. PAINT TO MATCH ADJACENT WALL COLOR.
- CONTRACTOR TO COORDINATE INTERNET SERVICE AND COAX INSTALL AND LOCATIONS WITH OWNER AND GSI REPRESENTATIVE.





THE LOCATIONS!!

THE LOCATIONS AND ELEVATIONS OF EXISTING
UNDERGROUND UTILITIES AS SHOWN ON THIS
DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE
EITHER EXPRESSED OR IMPLIED AS TO THE
COMPLETENESS OR ACCURACY THEREOF. THE
CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE
FOR DETERMINING THE EXACT UTILITY LOCATIONS AI
ELEVATIONS PRIOR TO THE START OF CONSTRUCTIO

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIPY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

3 FULL WORKING DAYS BEFORE YOU DIG CALL

Know what's **below** Call before you dig

1-800-482-7171 www.missdig.net



STOREY ENGINEERING GROUP, LLC

48264 MANCHESTER MACOMB, MI 48044 (586) 216-1043 www.storeyengineering.com

HE GODDARD SCHOOL OF BEVERLY HILLS

935 E SILVERBELL ROAD
LAKE ORION, MI 48360

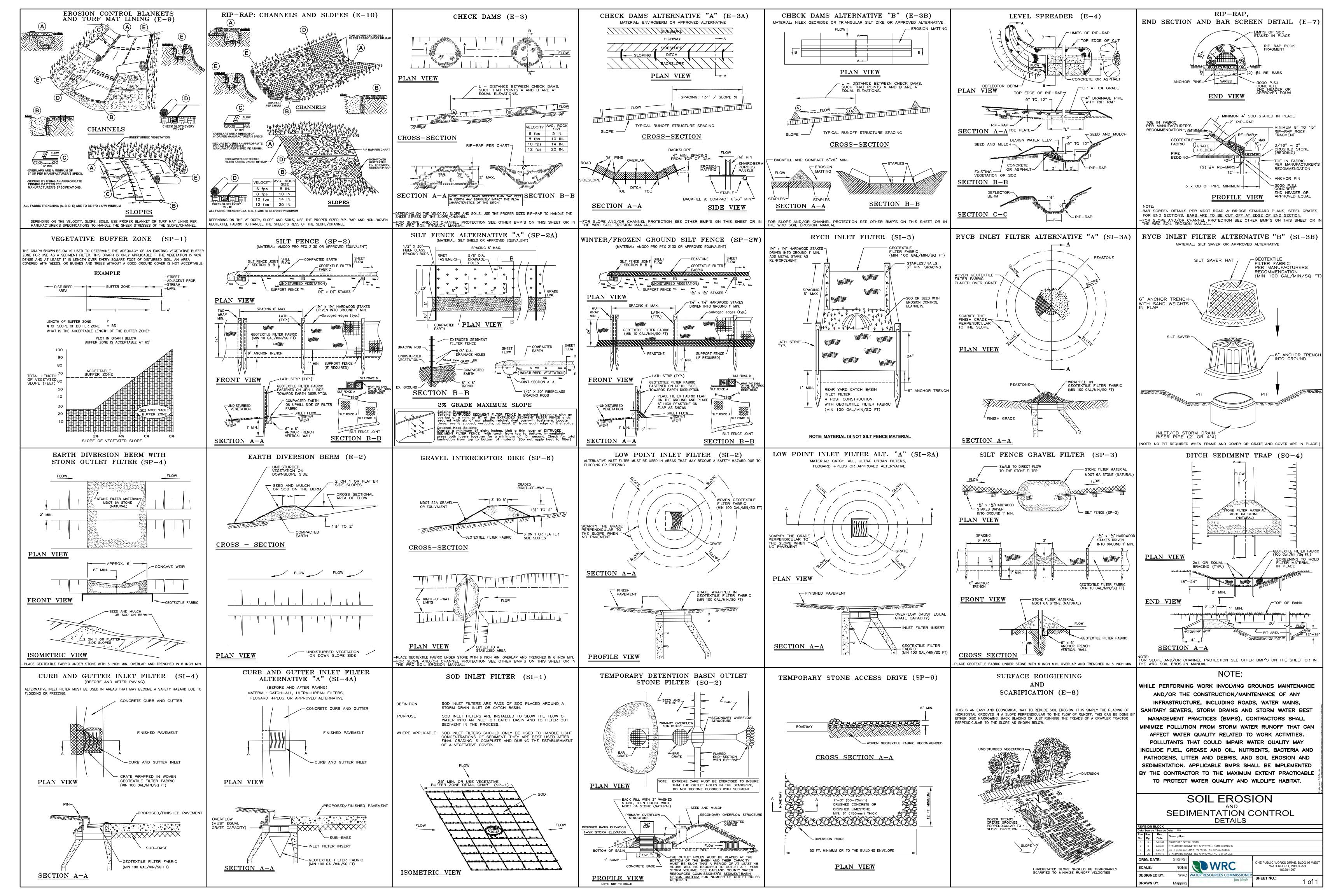
PLAYGROUND DETAILS - 2

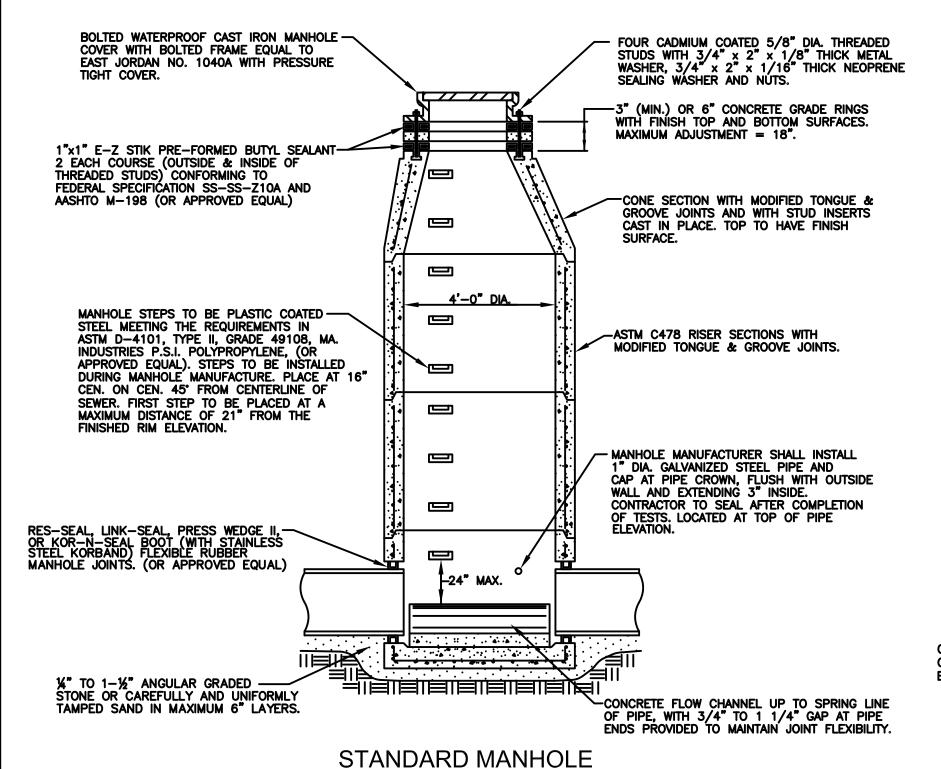
E GODDARD SCHOOL - BEVERLY HILLS
31655 SOUTHFIELD ROAD

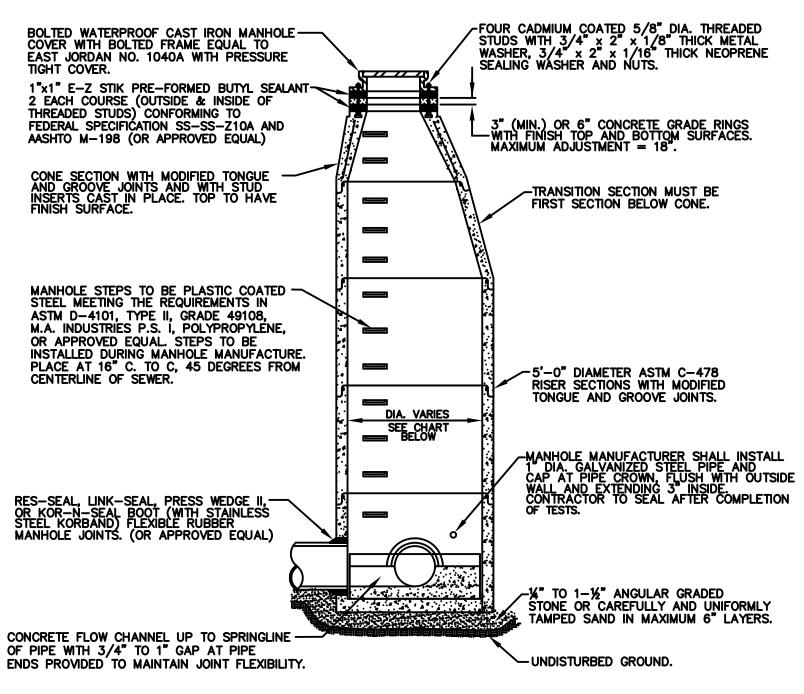
Project No. 2021-008

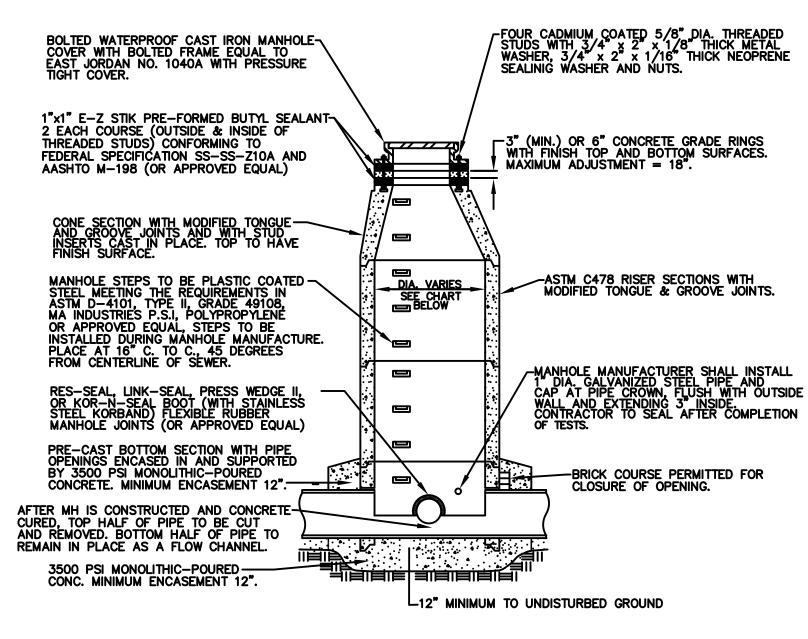
SCALE: N/A' DRAWING NUMBER:

**GSI-2.0** 







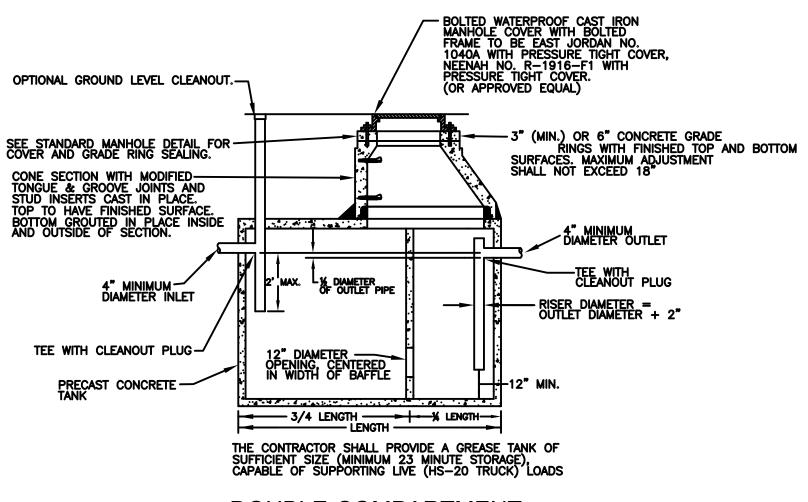


### MANHOLE CONSTRUCTED OVER EXISTING SEWER

MANHOLE SIZING CHART					
MANHOLE DIAMETER	MAX. PIPE SIZE FOR STRAIGHT THRU INST.				
4'	24"				
5°	36"				
6'	42 <b>"</b>				
7*	60°				

STANDARD OVERSIZED MANHOLE

MANHOLE SIZING CHART						
MANHOLE MAX. PIPE SIZE FOR MAX. PIPE SIZE FO DIAMETER STRAIGHT THRU INST. RIGHT ANGLE INST.						
5'	36"	24"				
6'	42*	36"				
7'	60"	42"				



DOUBLE-COMPARTMENT GREASE INTERCEPTOR TANK FOR OUTLET PIPE BURIAL 42" AND DEEPER

XED NOTES THAT HAD "GROOVE TONGUE" TO READ "TONGUE AND GROOVE

ADDED NOTE "REQUIRES ADVANCED APPROVAL BY WRC" AND UPDATE PHONE # IN NOTE #2

REMOVED STANDARD MONITORING MANHOLE

REVISION BLOCK

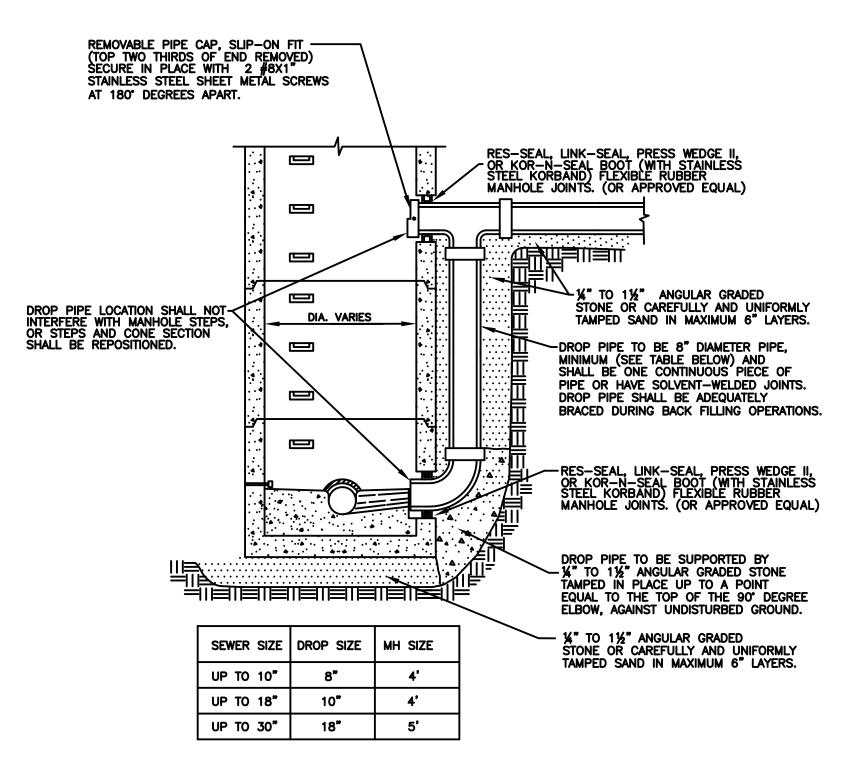
Parcel Base / Source Date: N/A

Date:

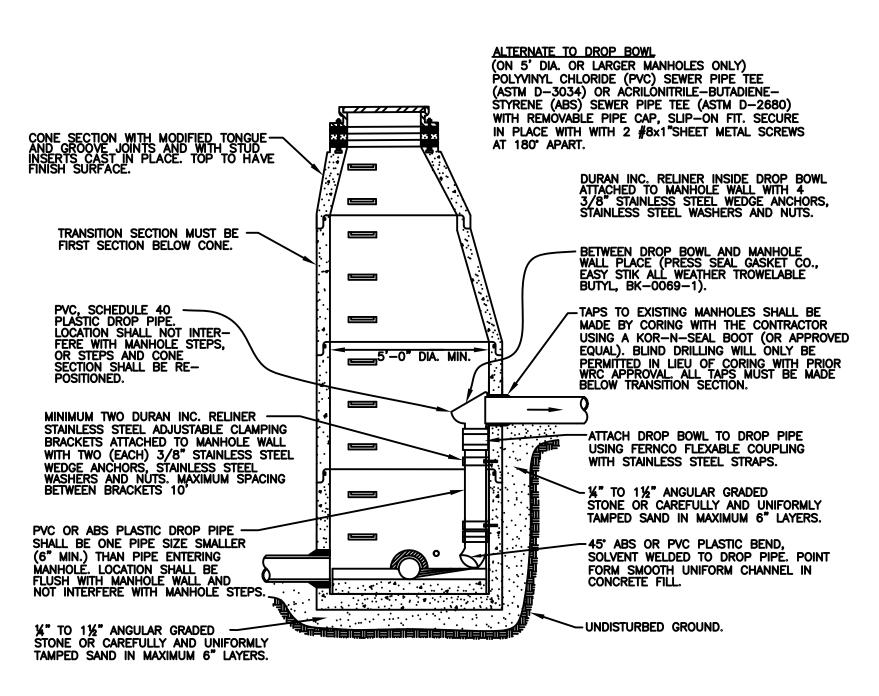
3-23-11

6-21-16

4 KB 7-22-20 UPDATED MH STEPS TO ASTM# D-4101



**EXTERIOR DROP CONNECTION** (REQUIRES ADVANCED APPROVAL BY WRC)



### SANITARY SEWER CONSTRUCTION NOTES

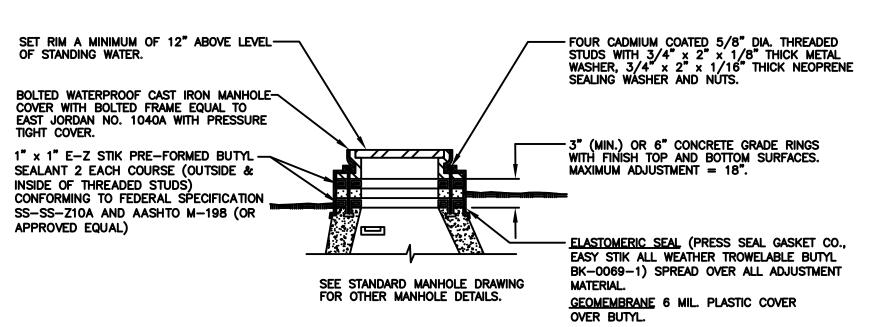
- 1. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE LOCAL UNIT OF GOVERNMENT AND THE WATER RESOURCES COMMISSIONER (WRC). ALL SANITARY SEWER CONSTRUCTION SHALL HAVE FULL-TIME INSPECTION SUPERVISED BY A STATE OF MICHIGAN LICENSED PROFESSIONAL ENGINEER PROVIDED BY, OR CAUSED TO BE PROVIDED BY, THE LOCAL UNIT OF GOVERNMENT.
- 2. AT ALL CONNECTIONS TO WRC SEWERS OF EXTENSIONS, AND BEFORE START OF CONSTRUCTION, THE CONTRACTOR MUST OBTAIN A SEWER INSPECTION PERMIT ISSUED BY WRC. GRAVITY SEWER PERMIT CHANGES ARE \$250 FOR EACH CONNECTION PLUS \$25 FOR EACH MANHOLE CONSTRUCTED. PRESSURE SEWER PERMIT CHARGES ARE \$250 PER 2,460 L.F. OF FORCE MAIN WITH A MINIMUM PERMIT FEE OF \$250. FAILURE TO PASS ANY TEST SEGMENT WILL RESULT IN AN ADDITIONAL CHARGE TO THE CONTRACTOR FOR EACH RETEST, IN ACCORDANCE WITH THE ABOVE PRICE SCHEDULE. THE CONTRACTOR SHALL ALSO HAVE POSTED WITH WRC A \$5,000 SURETY BOND AND \$500 CASH DEPOSIT. THE CONTRACTOR SHALL NOTIFY THE LOCAL UNIT OF GOVERNMENT AND WRC (248-858-1105) 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. FINAL ACCEPTANCE TESTS MUST BE WITNESSED BY COUNTY PERSONNEL AND MUST BE SCHEDULED BY MUNICIPALITY OR IT'S CONSULTANT IN ADVANCE WITH 24 HOUR NOTICE AT 248-858-1105.
- 3. NO SEWER INSTALLATION SHALL HAVE AN INFILTRATION EXCEEDING 100 GALLONS PER INCH DIAMETER PER MILE OF PIPE IN A 24 HOUR PERIOD, AND NO SINGLE RUN OF SEWER BETWEEN MANHOLES SHALL EXCEED 100 GALLONS PER INCH DIAMETER PER MILE. AIR TESTS IN LIEU OF INFILTRATION TESTS SHALL BE AS SPECIFIED IN THE WATER RESOURCES COMMISSIONER STANDARDS. ONLY PIPE AND PIPE JOINTS APPROVED BY WRC MAY BE USED FOR SANITARY SEWER CONSTRUCTION.
- 4. LOCATED IN THE FIRST MANHOLE UPSTREAM FROM THE POINT OF ALL CONNECTIONS TO AN EXISTING WRC SEWER, OR EXTENSION THERETO, A TEMPORARY 12-INCH DEEP SUMP SHALL BE PROVIDED IN THE FIRST MANHOLE ABOVE THE CONNECTION WHICH WILL BE FILLED IN AFTER SUCCESSFUL COMPLETION OF ANY ACCEPTANCE TEST UP TO THE STANDARD FILLET PROVIDED FOR THE FLOW CHANNEL. A WATERTIGHT BULKHEAD SHALL BE PROVIDED ON THE DOWNSTREAM SIDE OF THE SUMP MANHOLE.
- 5. AT ALL TIMES WHEN LAYING OF NEW PIPE IS NOT ACTUALLY IN PROGRESS, THE UPSTREAM OPEN END OF THE PIPE SHALL BE CLOSED BY TEMPORARY WATERTIGHT PLUGS OR BY OTHER APPROVED MEANS. IF WATER IS IN THE TRENCH WHEN WORK IS RESUMED, THE PLUG SHALL NOT BE REMOVED UNTIL THE DANGER OF WATER ENTERING THE PIPE
- 6. ALL BUILDING LEADS AND RISERS SHALL BE SIX INCH SDR 23.5 ABS PIPE WITH CHEMICALLY FUSED JOINTS OR AN APPROVED EQUAL PIPE AND JOINT. BUILDING LEADS TO BE FURNISHED WITH REMOVABLE AIRTIGHT AND WATERTIGHT
- 7. ALL RIGID SEWER PIPE SHALL BE INSTALLED IN CLASS "B" BEDDING OR BETTER. ALL FLEXIBLE, SEMI-FLEXIBLE, OR COMPOSITE SEWER PIPE SHALL BE INSTALLED IN CONFORMANCE TO WRC SPECIFICATIONS.
- 8. ALL NEW MANHOLES SHALL HAVE WRC APPROVED FLEXIBLE, WATERTIGHT SEALS WHERE PIPES PASS THROUGH WALLS. MANHOLES SHALL BE OF PRE CAST SECTIONS WITH MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS. PRE CAST MANHOLE CONE SECTIONS SHALL BE WRC APPROVED MODIFIED ECCENTRIC CONE TYPE. ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS.
- 9. AT ALL CONNECTIONS TO MANHOLES ON WRC SEWERS, OR EXTENSIONS THERETO, DROP CONNECTIONS WILL BE REQUIRED WHEN THE DIFFERENCE IN INVERT ELEVATIONS EXCEEDS 18 INCHES.
- 10. TAPS TO EXISTING MANHOLES SHALL BE MADE BY CORING. THE CONTRACTOR SHALL PLACE A KOR-N-SEAL BOOT (OR WRC APPROVED EQUAL) AFTER CORING IS COMPLETED. BLIND DRILLING WILL ONLY BE PERMITTED IN LIEU OF CORING WITH PRIOR WRC APPROVAL.
- 11. MANHOLES CONSTRUCTED DIRECTLY ON WRC SEWERS SHALL BE PROVIDED WITH COVERS READING "WATER RESOURCES COMMISSIONER-SANITARY" IN RAISED LETTERS.
- 12. NO GROUND WATER, STORM WATER, CONSTRUCTION WATER, DOWN SPOUT DRAINAGE OR WEEP TILE DRAINAGE SHALL BE ALLOWED TO ENTER ANY SANITARY SEWER INSTALLATION.
- 13. PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL TELEPHONE MISS DIG (800-482-7171) FOR THE LOCATION OF UNDERGROUND PIPELINE AND CABLE FACILITIES AND SHALL ALSO NOTIFY REPRESENTATIVES OF OTHER UTILITIES LOCATED IN THE VICINITY OF THE WORK.
- 14. AN 18 INCH MINIMUM VERTICAL SEPARATION AND A 10 FOOT MINIMUM HORIZONTAL SEPARATION MUST BE MAINTAINED BETWEEN SANITARY SEWER AND WATER MAIN.
- 15. NEW MANHOLES BUILT OVER AN EXISTING SANITARY SEWER SHALL HAVE MONOLITHIC POURED BOTTOMS.
- 16. IF THE STRUCTURE FALLS WITHIN THE ROADBED OF A GRAVEL ROAD OR WITHIN THE UNPAVED SHOULDER OF A PAVED ROAD, THE COVER SHALL BE SIX (6") INCHES BELOW THE FINISHED GRAVEL SURFACE.

INTERIOR DROP CONNECTION

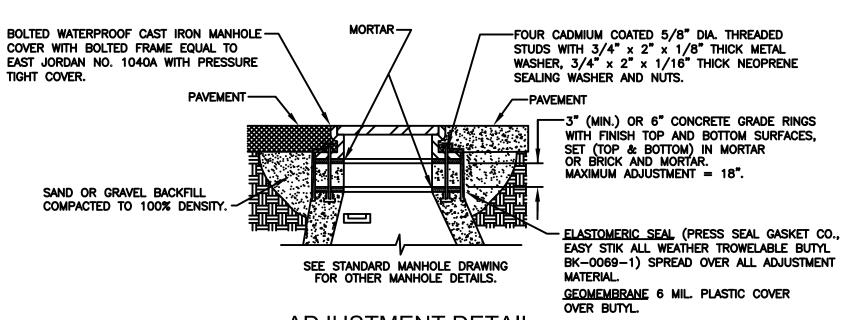


1 of 2

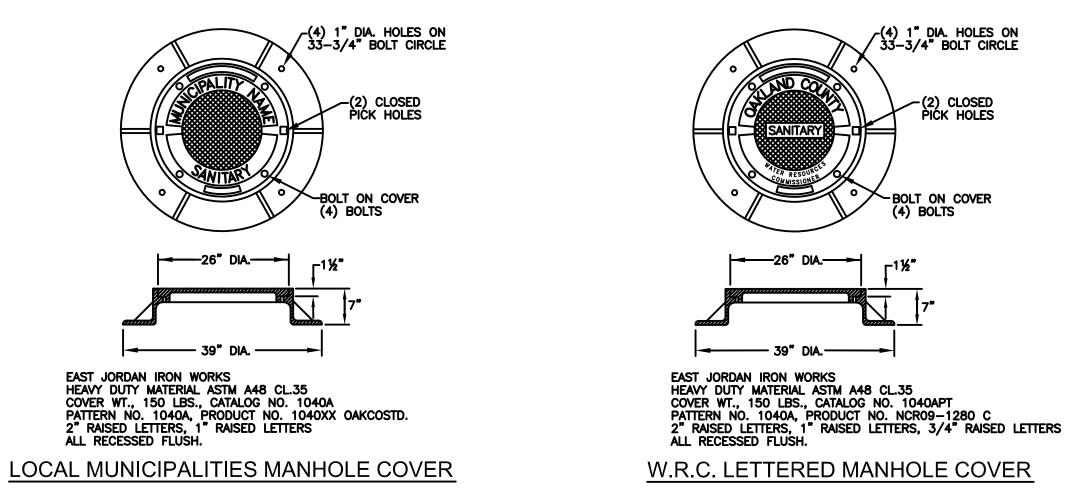
# MANHOLE RIM ADJUSTMENT CHART MANHOLE LOCATION SET RIM ELEVATION DITCH 12" ABOVE FINISH GRADE FLOOD PLAIN 12" ABOVE STANDING WATER GRAVEL ROAD / SHOULDER 6" BELOW FINISH GRADE PAVEMENT / GREENBELT FLUSH WITH FINISH GRADE

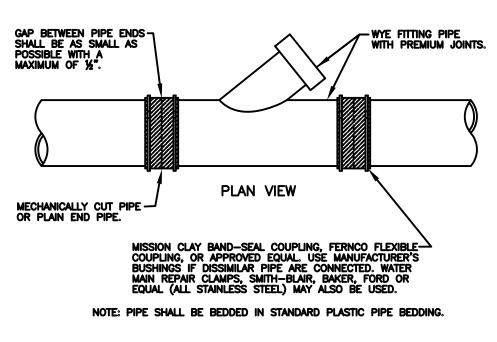


# ADJUSTMENT DETAIL FOR MANHOLE TOPS WITHIN FLOOD PRONE AREAS



# ADJUSTMENT DETAIL MANHOLE TOPS WITHIN PAVEMENT AREAS

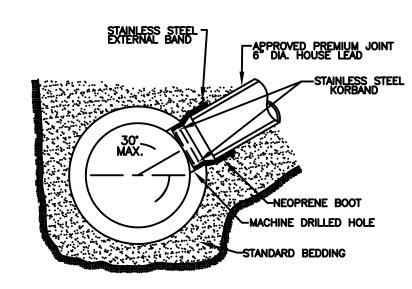




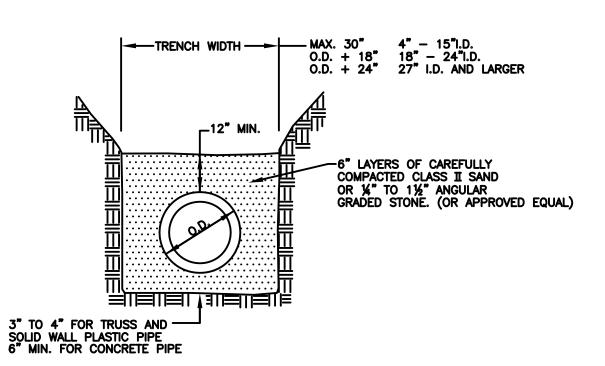
WYE PIPE INSERTION WITH FLEXIBLE COUPLINGS (RIGID PIPE)

# WATER RESOURCES COMMISSIONER GRAVITY BUILDING LEAD REQUIREMENTS AND DETAILS

- 1. ALL BUILDING LEAD WORK MUST BE PERFORMED UNDER WATER RESOURCES COMMISSIONER (WRC) AND/OR LOCAL UNIT OF GOVERNMENT INSPECTION.
- 2. FOR ALL WRC-OPERATED SYSTEMS, CALL 248-858-1110 24-HOURS IN ADVANCE OR WORK TO SCHEDULE INSPECTION.
- 3. NO SANITARY SEWER MAY BE USED AS A CLEANOUT OF DEWATERING OUTLET.
- 4. WHERE AN EXISTING BUILDING LEAD IS BEING EXTENDED, DISSIMILAR TYPES AND SIZES OF PIPE SHALL BE JOINED USING AN WRC APPROVED ADAPTER.
- 5. APPROVED BUILDING LEAD PIPE FOR GRAVITY SEWER LEADS:
  A. ABS PLASTIC, ASTM D2751, SDR 23.5.
  B. PVC PLASTIC, ASTM D3034, SDR 23.5 OR ASTM D2665, SCHEDULE 40.
  C. DUCTILE IRON PIPE, AMERICAN WATER WORKS ASSOCIATION (AWWA) C-104/A21.4, CLASS 54. JOINTS SHALL BE SUPER BEL TITE, TYTON, TY-SEAL, MULTI-TITE, DUALTITE, OR VERI-TITE.
  D. ANY DEVIATIONS FROM SPECIFIED ABOVE REQUIRE APPROVAL BY WRC.
- 6. ALLOWABLE TYPES OF SEWER PIPE ADAPTERS:
  A. FERNCO ADAPTER/REDUCER DONUTS.
  B. FERNCO FLEXIBLE COUPLING.
  C. MISSION CLAY BAND—SEAL COUPLING.
  D. SMITH—BLAIR STAINLESS STEEL REPAIR CLAMP.
- E. HURON-CLINTON O-RING ADAPTER.
  F. HAMILTON-KENT GEAR GRIP ADAPTER.
  G. PLANT FABRICATED JOINT CONVERSION PIPE.

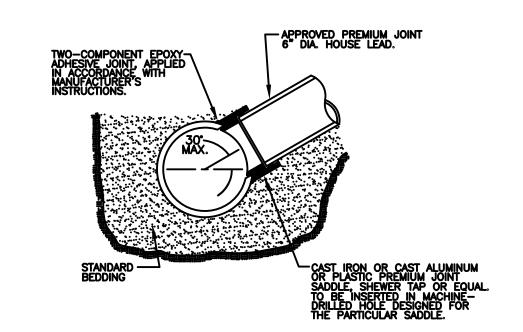


KOR-N-TEE TAP FOR CONCRETE PIPE



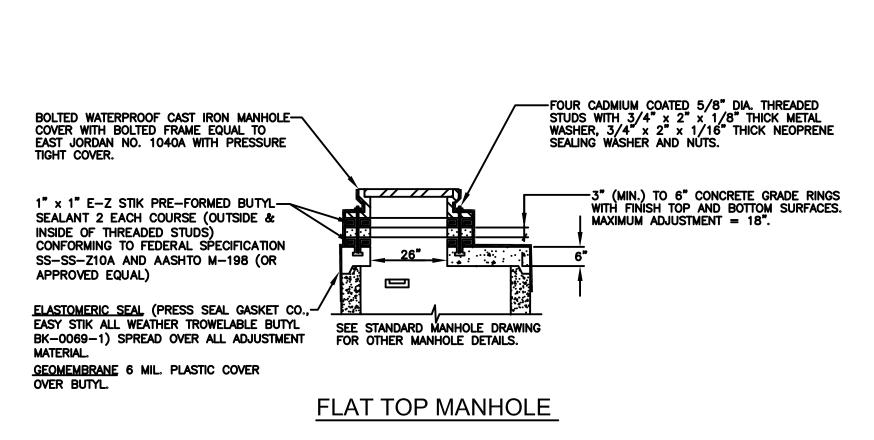
NOTE:
APPROVAL MAY BE GIVEN TO ALTERNATE
MATERIALS AND METHODS TO ACHIEVE
CLASS B BEDDING.

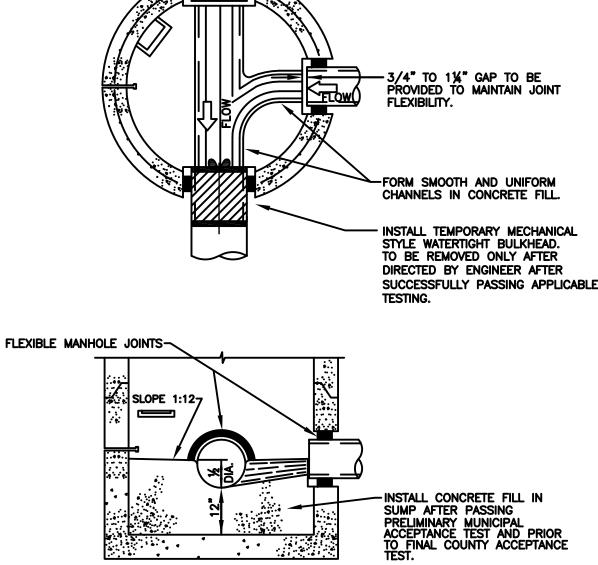
STANDARD BEDDING (CLASS B)



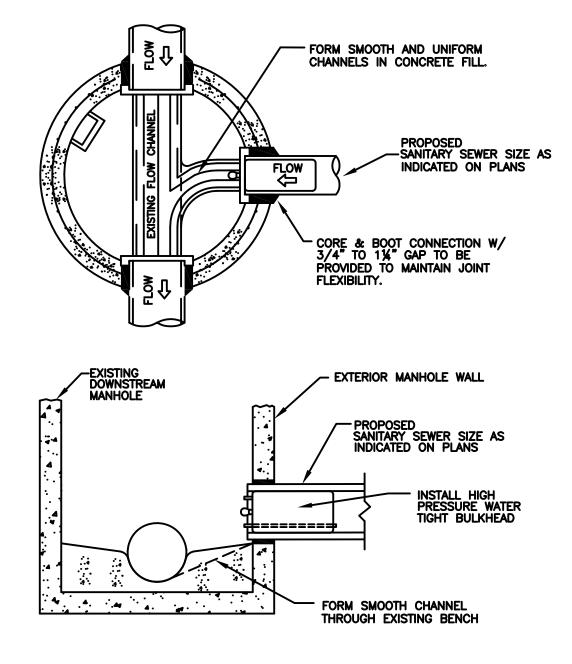
TEMPERATURE, ANCHOR STRAPS SHALL BE USED TO SECURE SADDLE IN POSITION COLD WEATHER OR WHENEVER WORK IS TO PROCEED PRIOR TO COMPLETE CURE EPOXY.

SEWER TAP-ALL SIZES OF MAIN SEWER PIPES
VITRIFIED CLAY

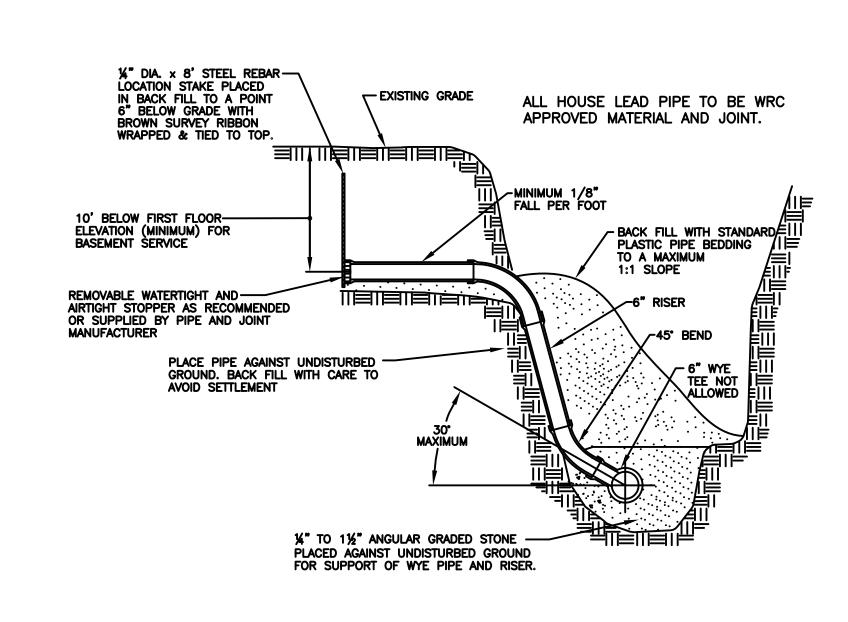








TESTING BULKHEAD WITH PIPE TAP



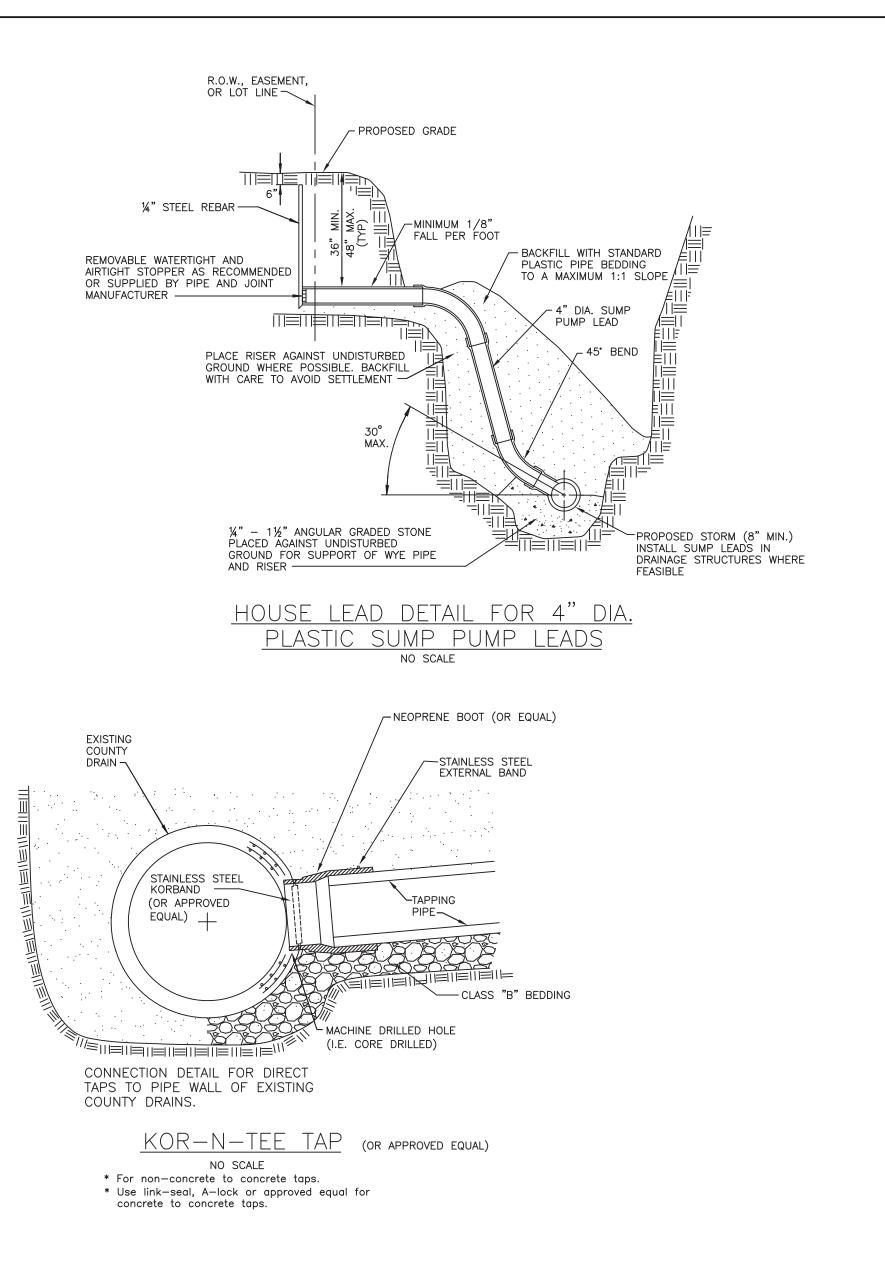
HOUSE LEAD DETAIL

REVI	EVISION BLOCK						
Parce	arcel Base / Source Date: N/A						
Rev.	Rev.	Rev.					
No.	Ву:	Date:	Description:				
1	DS	06/28/06	ADDED TESTING BULKHEAD WITH PIPE TAP DETAIL				
2	lz	05/28/09	MOVED DETAILS FROM SHEET 1 ONTO SHEET 2				
3	lz	07/14/09	STANDARDS COMMITTEE APPROVAL FOR DETAIL CHANGES				
4	DS	02/03/14	REPLACE/UPDATE OCDC WITH WRC FOR THE MANHOLE COVER DETAIL				

			05-09-03
SANITARY SEWER DETAILS AND NOTES		SCALE:	NO SCALE
SANITART SEWER DETAILS AND NOTES		DESIGNED BY:	MWD
		DRAWN BY:	Mapping Staff

	Plotfil
ER RESOURCES COMMISSIONER	ONE PUBLIC WORKS DRIVE, BLDG 95 WEST WATERFORD, MICHIGAN 48328-1907
Jim Nash	SHEET NO.:

2 of 2



SAND BACKFILL TRENCH STANDARD BACKFILL TRENCH

30" MAX. TRENCH

WIDTH 4" - 10" DIA. PIPE

ABS (TRUSS AND SOLID WALL) PVC (TRUSS, SOLID WALL, A2000)

ADS N-12 WT PIPE BEDDING DETAIL

NO SCALE

-SELECTED EXCAVATED

MATERIAL (EXCLUDING

1/4" TO 11/2" ANGULAR

GRADED STONE

PEAT/MARL & BLUE CLAY)

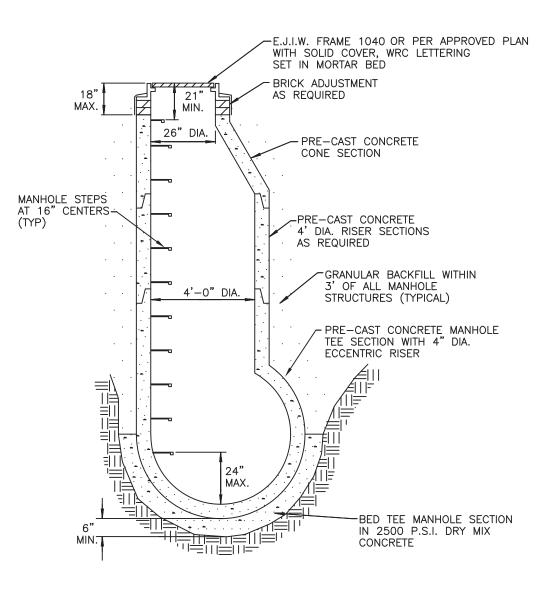
<u>OR</u>

CAREFULLY AND UNIFORMLY TAMPED MDOT CLASS II SAND IN MAXIMUM 6" LAYERS. STONE MAY BE USED TO SPRINGLINE AND SAND ABOVE IF DESIRED.

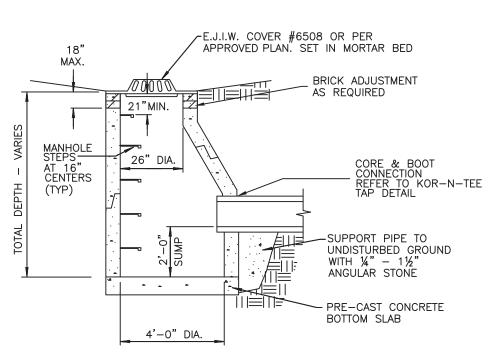
COMPACTED -

MDOT CLASS II SAND

PLACED IN 6" LAYERS

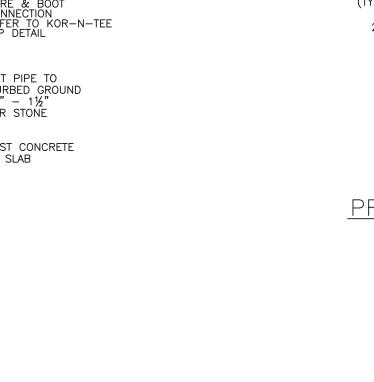


PRE-CAST TEE MANHOLE DETAIL



ANCHOR PINS

PRE-CAST CATCH BASIN DETAIL



LIMITS OF SOD

(2) #4 RE-BARS

CONCRETE

END HEADER OR

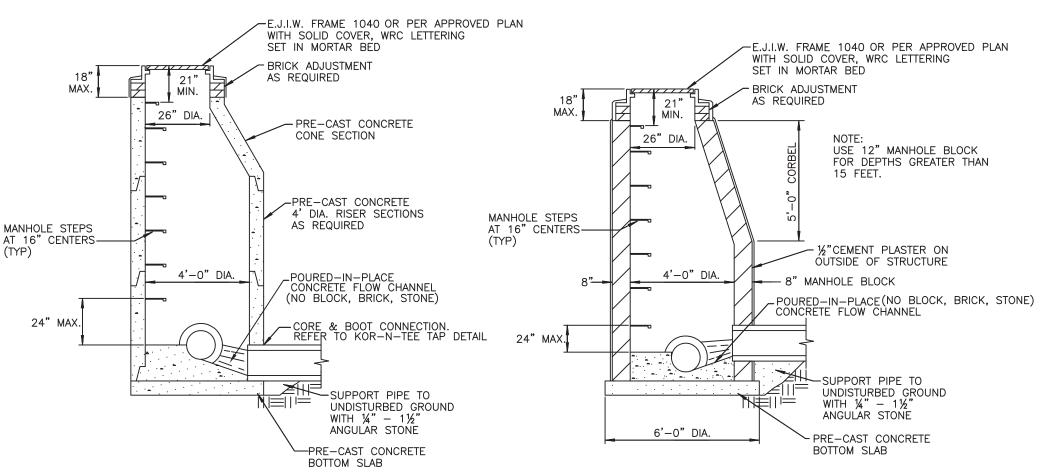
APPROVED EQUAL

VARIES

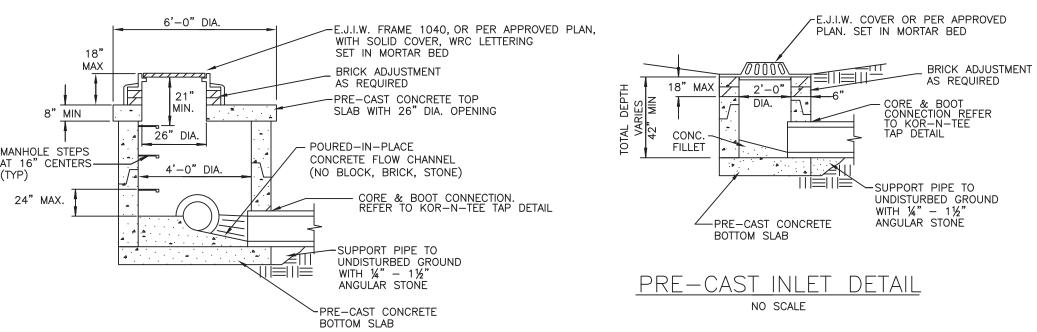
END VIEW

-RIP-RAP ROCK

FRAGMENT



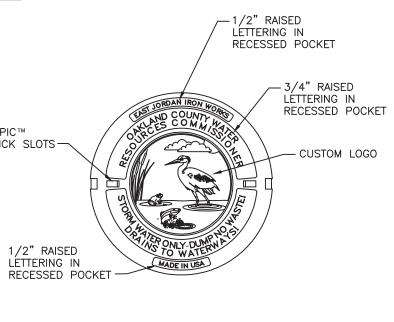
STANDARD MANHOLE DETAILS NO SCALE



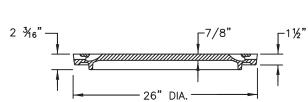
PRE-CAST LOW HEAD MANHOLE DETAIL NO SCALE

(PRIOR APPROVAL ONLY)

PRE-CAST MANHOLE

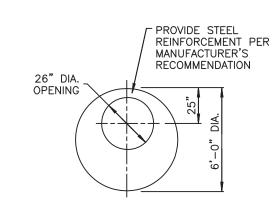


BLOCK MANHOLE (PRIOR APPROVAL ONLY)

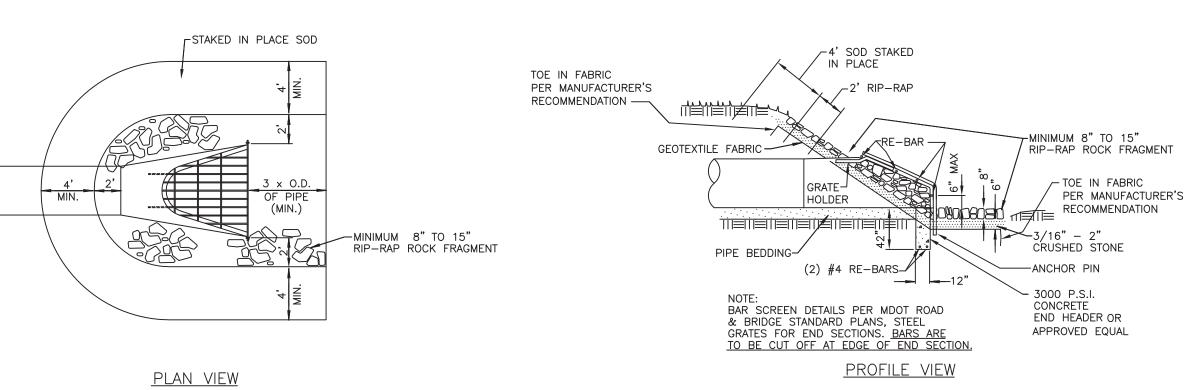


EAST JORDAN IRON WORKS OR APPROVED EQUAL HEAVY DUTY MATERIAL ASTM A48 CL.35B CATALOG NO. 1040A PATTERN NO. 1040A, PRODUCT NO. 104718 OAKCOSTD. 2" HIGH RAISED LETTERS, 1" WIDE RAISED LETTERS ALL IN RECESSED POCKET.

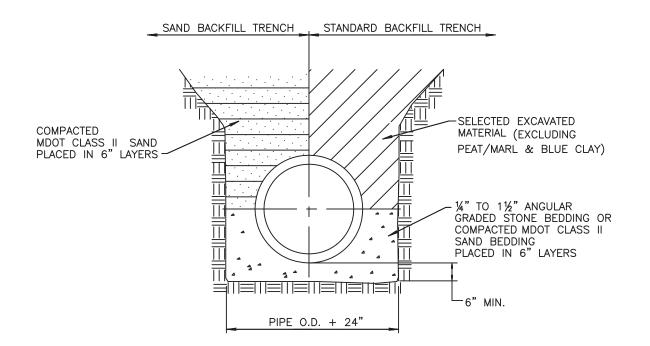
LETTERED MANHOLE COVER FOR WRC NO SCALE



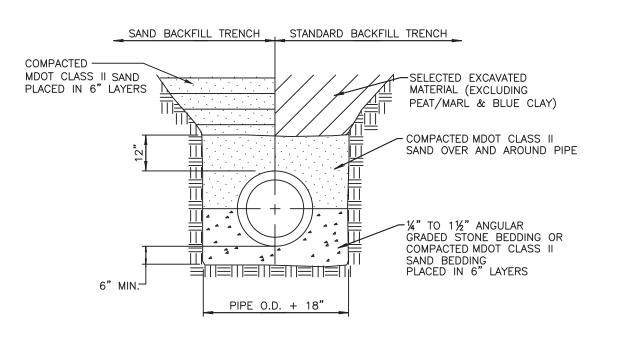
PRECAST CONCRETE TOP SLAB DETAIL



END SECTION AND BAR SCREEN DETAIL NO SCALE



CLASS "B" BEDDING TRENCH DETAIL FOR 27" DIAMETER AND LARGER CONCRETE PIPE NO SCALE



CLASS "B" BEDDING TRENCH DETAIL FOR 24" DIAMETER AND SMALLER CONCRETE PIPE NO SCALE

## **STORM DRAIN NOTES** DETAILS

				DETAILS			
		BLOCK					
	Source Rev.	e / Source Rev.	Date: N/A				
No.:		Date:	Description:				
1	lz	3/17/09	PROPOSED DETA	PROPOSED DETAIL CHANGES / NEW LOGO			
2	lz	06/12/09	APPROVAL PER	APPROVAL PER STANDARDS COMMITTEE			
3	lz	03/29/10	REVISED MH CO	REVISED MH COVER DETAIL			
4	DS	04/27/10	REVISED GENER	REVISED GENERAL NOTES			
OR	IG. D	ATE:	05/05/97		ONE PUBLIC WORKS I	DRIVE. BLDG 95 WES	
SCALE:			NONE	WRC	WATERFORD 48328	D, MICHIGAN	
DESIGNED BY:		WRC	WATER RESOURCES COMMISSIONER	SHEET NO.:			
DD.	A \A/\	DV.	Manning	Jim Nash	SHEET NO.;	1 of 1	

DRAWN BY:

### 1. Type and class of pipe shall be as specified on plans. 2. Class "B" bedding shall be used throughout, unless otherwise specified on the plan. 3. All end sections 18" and larger shall be provided with a bar screen unless otherwise approved. 4. Standard rip—rap shall be 8"—15" fragmented rock, heavy rip—rap shall be 16"—24" fragmented rock. (No Broken Concrete)

5. MANHOLE REQUIREMENTS: — All new catch basins, inlets, and manholes are to be manufactured

to ASTM C-478 specifications. — All new catch basins, inlets, and manholes shall have WRC approved flexible, watertight seals where pipes pass through walls. Manholes shall be of precast sections with modified groove tongue and rubber gasket type joints. Pre cast manhole cone sections shall be WRC approved modified eccentric cone type.

— Taps through manhole joints or cone sections are prohibited unless otherwise approved.

- Manhole steps to be plastic coated steel meeting the requirements in ASTM D 2146, Type II, Grade 49108, MA. Industries P.S.I. Polypropylene, (or approved equal). Steps to be installed during manhole manufacture. Place at 16" centers 45° from centerline of sewer.

- Cone section with modified groove tongue joints and with stud inserts cast in place. Top to have flush surface.

- ASTM C-478 riser section with modified groove tongue joints.

- Res-seal, link-seal, press wedge II, or kor-n-seal boot (with stainless steel korband) flexible rubber manhole joints. (or approved equal).

- The inside joints of manholes, catch basins, and pipe sizes over 42" and larger in diameter shall be pointed up with mortar upon completion of backfilling.

6. CONCRETE PIPE REQUIREMENTS:

GENERAL NOTES

- Concrete pipe to be per ASTM C76 standards

- It will be required to TV all pipe 30 days after installation — The contractor shall provide reinforced concrete pipe as

specified on the plans. - All reinforced concrete pipe shall have modified grooved tongue joints

with o-ring type rubber gasket, per A.S.T.M. specifications C443. - The inside joints of manholes, catch basins, and pipe sizes over 42" and larger in diameter shall be pointed up with mortar upon completion

of backfilling. 7. SUMP PUMP LEAD REQUIREMENTS:

— All sump pump leads connected to a County Drain pipe shall be

pre-manufactured.

- Sump pump leads connected to a manhole shall be cored and booted. Refer to Kor-N-Tee Tap Detail. - Sump pump mains and leads shall be

ABS (truss and solid wall), PVC (truss, solid wall , A2000), ADS N-12 WT with premium joints.

- Ends of all 4" sump pump leads shall be temporarily capped and their location staked, witnessed and recorded.

- All sump pump leads to be taken to the property line, easement line or as indicated on the plan.

- Sump pump mains must have a cleanout with a minimum inside diameter of 24" and be constructed at changes of alignment,

ends of sump pump mains or as indicated on the plan. 8. RESTORATION REQUIREMENTS:

All disturbed area within the County Drain right—of—way shall be restored as follows:

- Under roads, sidewalks, driveways and parking areas, backfill material shall be placed loosely into trenches in six (6) inch layers with each layer compacted to not less than 95% of maximum dry density as determined by the ASTM D 1557 Compaction Standard (modified proctor compaction test). All other areas shall have each layer compacted to not less than 90% of maximum dry density.

- Finish subgrade

- Place 3" thickness clean topsoil acceptable to the engineer to attain finished grade. Topsoil must not be contaminated and may not be a mixture of natural underlying soils, subbase materials, or other materials It must consist of natural loam, sandy loam, silty loam or clay loam humus—bearing soil adapted to the sustenance of plant life. Topsoil must be neither excessively acidic nor excessively alkaline. It must be of mineral origin, exclusive of any peat or muck.

- Apply seed and fertilizer as follows:\*

Fertilizer Seeding Requirements <u>Requirement</u> <u>Location</u> Slopes and Ditch, M.D.O.T. "Roadside Mix" M.D.O.T. Turf Seed Mixture TGM Banks, Etc. Seeding and (10% Kentucky Blue, 20% Sodding Perennial Rye, 30% Hard Fertilizers, Fescue, 40% Creeping Red Class A Fescue) applied at 220 lb/acre M.D.O.T.

M.D.O.T. "Roadside Mix" Turf Seed Mixture THM (30% Kentucky Blue, 20% Perennial Rye, 50% Creeping

Red Fescue) applied at Class A 220 lb/acre \* Sod is required in maintained lawn areas. Refer to WRC General Specifications for additional requirements and information. — apply straw or marsh hay mulch in an air—dry condition to all seeded

Seeding and

1 of 1

Sodding

Fertilizers,

areas over the surface to a uniform thickness at 2 tons/acre. - mulch shall be anchored in place with biodegradable netting, not larger than  $1\frac{1}{2}$ " by 2" nor smaller than  $\frac{1}{2}$ " by  $\frac{1}{2}$ ". - The contractor shall be responsible to insure the growth of all seeded

areas, and shall re-seed as necessary to accomplish this. 9. The Storm Drain Notes and Details Sheet shall be a supplement to WRC Standards and Specifications, which are available on the WRC website (www.oakgov.com/water).

### GENERAL NOTES

- 1. ALL CONSTRUCTION PROCEDURES AND MATERIALS SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE WATER RESOURCES COMMISSIONER'S OFFICE AND/OR THE LOCAL MUNICIPALITY.
- 2. THE CONTRACTOR SHALL OBTAIN AN WATER RESOURCES COMMISSIONER'S OFFICE WATER INSPECTION PERMIT PRIOR TO THE START OF CONSTRUCTION. SEE CORRESPONDING WATER MAIN CONSTRUCTION PERMIT REQUEST LETTER FOR COST OF THE PERMIT.
- 3. A PRE-CONSTRUCTION MEETING SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION AND SHALL BE SCHEDULED BY THE LOCAL MUNICIPAL ENGINEER. THOSE IN ATTENDANCE SHALL INCLUDE 1) LOCAL MUNICIPAL ENGINEER, 2) DESIGN ENGINEER, 3) OWNER/DEVELOPER, 4) ROAD COMMISSION FOR OAKLAND COUNTY, 5) OAKLAND COUNTY WATER RESOURCES COMMISSIONER'S OFFICE (WATER, SEWER AND STORM DIVISIONS) AND 6) ALL UTILITY COMPANIES. CONTRACTOR SHALL PROVIDE MATERIALS LISTING FOR APPROVAL BY MUNICIPAL ENGINEER AND OCWRC.
- 4. CONTRACTOR MUST CONTACT MISS DIG (1-800-482-7171) THREE WORKING DAYS BEFORE THE START OF CONSTRUCTION FOR underground utility locations. All utilities shall be staked before construction starts.
- 5. ALL NECESSARY EASEMENTS FOR WATER MAINS SHALL BE PROVIDED IN THE NAME OF THE OWNER OF THE WATER MAIN PRIOR TO CONSTRUCTION AND ACCEPTANCE OF THE WATER DISTRIBUTION SYSTEM FOR OPERATION.
- 6. ALL WATER MAINS SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF FIVE AND ONE-HALF (5-1/2) FEET BELOW FINISHED GRADES INCLUDING OPEN DRAINAGE COURSES.
- 7. ALL TRENCHES UNDER OR WITHIN A 1:1 RATIO OF EXISTING OR PROPOSED PAVEMENT OR DRIVEWAYS SHALL BE BACKFILLED WITH THOROUGHLY COMPACTED CLASS II SAND TO GRADE AT NOT LESS THAN 95% OF THE MAXIMUM UNIT WEIGHT
- 8. WHERE TWO UTILITIES CROSS, PROVIDE CLASS II BACKFILL MATERIAL IN TWELVE (12) INCH COMPACTED LAYERS TO THE UNDERSIDE OF THE
- 9. WHERE WATER MAINS MUST DIP TO PASS UNDER OTHER UTILITIES, THE SECTIONS WHICH ARE DEEPER THAN NORMAL SHALL BE KEPT TO A MINIMUM LENGTH AND SHALL BE CONSTRUCTED WITH ELEVEN AND ONE-QUARTER (11-1/4) DEGREE VERTICAL BENDS, PROPERLY
- ANCHORED. BENDS GREATER THAN  $11-1/4^{\circ}$  MUST HAVE ROD RESTRAINTS. 10. ALL PRECAST CONCRETE GATE WELL SECTIONS SHALL BE MANUFACTURED TO CONFORM WITH A.S.T.M. C478, STANDARD SPECIFICATIONS FOR PRECAST REINFORCED CONCRETE MANHOLE SECTIONS, EXCEPT WALL THICKNESS SHALL BE AS SHOWN ON THESE DETAILS. ALL JOINTS FOR PRECAST CONCRETE GATE WELL SECTIONS SHALL BE "MODIFIED GROOVE TONGUE" WITH GASKET MANUFACTURED TO CONFORM WITH A.S.T.M. C 443, STANDARD SPECIFICATION FOR JOINTS FOR CIRCULAR CONCRETE SEWER AND CULVERT PIPE USING RUBBER GASKETS.
- 11. CONTRACTOR SHALL INSTALL VALVES, TAPPING SLEEVES AND GATE WELL STRUCTURES IN STRICT COMPLIANCE WITH MEASUREMENTS PROVIDED ON SHEET 2 (i.e. 2'-0" BETWEEN GATE WELL WALL & CENTERLINE OF OPERATING NUT) TO ALLOW PROPER OPERATION OF VALVE THROUGH GATEWELL OPENING. FAILURE TO DO SO WILL REQUIRE CONTRACTOR TO CORRECT AT HIS EXPENSE.
- 12. ALL CROSS-CONNECTION CONTROL DEVICES SHALL BE INSTALLED AS REQUIRED BY THE LOCAL PLUMBING INSPECTOR AND IN ACCORDANCE WITH THE STANDARDS OF THE WATER RESOURCES COMMISSIONER'S OFFICE OPERATION AND MAINTENANCE DIVISION AND THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY, DIVISION OF DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION
- 13. ALL WATER SERVICE CONNECTIONS TWO (2) INCHES AND SMALLER SHALL BE MADE BY THE WATER RESOURCES COMMISSIONER'S OFFICE, OPERATIONS AND MAINTENANCE DIVISION AFTER WATER MAIN ACCEPTANCE AND APPLICABLE TAP PERMITS ARE OBTAINED.
- 14. ALL FITTINGS AND BENDS SHOULD BE BLOCKED IN ACCORDANCE WITH THRUST BLOCK DETAILS, UNLESS ALTERNATE THRUST RESTRAINT SYSTEM, AS INDICATED IN PLANS AND SPECIFICATIONS, IS APPROVED BY WATER RESOURCES COMMISSIONER'S OFFICE AND THE LOCAL MUNICIPALITY.
- 15. ALL STEEL AND IRON MATERIAL AND PRODUCTS FOR PERMANENT INCORPORATION INTO THE WORK SHELL MEET BUY AMERICA REQUIREMENT, FEDERAL CODE OF REGULATIONS SECTION 635.410

### WATER MAIN MATERIALS NOTES

- WATER SUPPLY SYSTEM PIPING (3-INCH & LARGER) SHALL BE DUCTILE IRON OR HIGH DENSITY POLYETHYLENE (HDPE) UNLESS OTHERWISE APPROVED BY THE LOCAL COMMUNITY.
- 2. DUCTILE IRON PIPE SHALL BE CLASS 54 FOR SIZES THREE (3) INCH THROUGH EIGHTEEN (18) INCH, CLASS 55 FOR TWENTY (20) INCH, AND CLASS 56 FOR TWENTY-FOUR (24) INCH AND LARGER. (ABBREVIATED "D.I." IN DETAILS AND ON THIS SHEET).
- 3. PIPES OF SIZES LARGER THAN TWENTY-FOUR (24) INCHES IN NOMINAL DIAMETER SHALL MEET ALL THE REQUIREMENTS OF THE CURRENT AWWA C100 FOR DUCTILE IRON WATER PIPE.
- 4. THE DUCTILE IRON PIPE TO BE FURNISHED AND DELIVERED UNDER THIS SPECIFICATION SHALL MEET ALL THE REQUIREMENTS OF THE CURRENT AWWA C151 (ANSI A21.5), EXCEPT AS OTHERWISE SPECIFIED HEREIN. PIPE SHALL BE DOUBLE CEMENT—LINED AND SEAL COATED WITH AN APPROVED BITUMINOUS SEAL COAT IN ACCORDANCE WITH AWWA C104 (ANSI A21.4).
- 5. REFER TO SHEET 5 FOR HDPE MATERIAL REQUIREMENTS.
- 6. MECHANICAL AND SLIP-ON JOINTS FOR DUCTILE IRON WATER MAIN SHALL BE IN ACCORDANCE WITH AWWA C111 (ANSI A21.11).
- 7. FLANGE JOINTS FOR DUCTILE IRON WATER MAIN SHALL BE IN ACCORDANCE WITH AWWA C110 (ANSI A21.10).
- 8. FITTINGS FOR DUCTILE IRON PIPE SHALL BE DUCTILE IRON OR CAST IRON AND SHALL MEET REQUIREMENTS OF AWWA C110 (ANSI A21.10) OR AWWA C153 (ANSI A21.53). DUCTILE IRON FITTINGS SHALL BE RATED FOR 350 PSI, PIPE SIZES TWENTY-FOUR (24) INCH DIAMETER AND LESS AND 250 PSI FOR PIPE SIZES OVER TWENTY-FOUR (24) INCH DIAMETER. DUCTILE IRON FLANGE FITTINGS SHALL BE RATED FOR 250 PSI FOR ALL PIPE DIAMETERS.
- 9. INSTALL BRASS WEDGES AT ALL PUSH ON JOINTS IN DUCTILE IRON PIPE INSTALLATIONS. TWO (2) WEDGES PER JOINT FOR PIPES 12 INCH IN DIAMETER AND LESS, FOUR WEDGES PER JOINT FOR PIPES GREATER THAN 12
- 10. ALL WATER MAINS SHALL BE DESIGNED FOR 150 PSI MINIMUM WORKING PRESSURE.
- 11. ALL BURIED BOLTS, NUTS, AND WASHERS SHALL BE AWWA C111 LOW ALLOY STEEL COATED WITH A MINIMUM OF TWO (2) COATS OF FLUOROPOLYMER EPOXY COATING AND HEAT CURED (COR-BLUE OR APPROVED EQUAL) AND POLY-WRAPPED WHEN SPECIFIED.
- 12. ALL BURIED BOLTS, NUTS, AND WASHERS FOR ALL FLANGED CONNECTIONS SHALL BE STAINLESS STEEL (ASTM A320, GRADE B8M) AND HAVE A NEVER SEIZE TYPE COMPOUND APPLIED TO THE THREADS PRIOR TO INSTALLATION.
- 13. CORPORATION STOPS USED FOR INSERTION INTO MAINS SHALL BE MUELLER TYPE H-15000, FORD METER BOX FB-1000-X-Q-NL OR FORD METER BOX FB1000-4-Q-NL. ALL STOPS SHALL HAVE BRONZE CAST BODIES, KEYS. STEM WASHERS AND NUTS. INLET THREADS SHALL CONFORM TO THE LATEST VERSION OF AWWA C800.
- 14. TEMPORARY CONNECTIONS, WHICH MAY BE MADE FOR CHLORINATING AND FLUSHING PURPOSES, SHALL INCLUDE A TESTABLE REDUCE PRESSURE ZONE (RPZ) VALVE WITH CURRENT CERTIFICATION.

### VALVE AND SLEEVE NOTES

- GATE VALVES, SIZES THREE (3) INCH THROUGH SIXTEEN (16) INCH AND TAPPING VALVES SHALL BE LOCAL MUNICIPAL STANDARD AS DETAILED WITH NON-RISING STEM.
- 2. ALL IN LINE GATE VALVES THREE (3) INCH AND LARGER SHALL BE IN WELLS AS DETAILED. SPECIFICATIONS SHALL INCLUDE THE DIRECTION OF OPERATION OF ALL VALVES.
- 3. ALL GATE WELL COVERS SHALL BE LOCAL MUNICIPAL STANDARD AS DETAILED.
- 4. ALL GATE VALVES WITH OPERATING NUTS AT A DISTANCE GREATER THAN FIVE (5) FEET BELOW GROUND SURFACE SHALL BE PROVIDED WITH A STAINLESS STEEL EXTENSION STEM. THE LENGTH OF THE EXTENSION STEM SHALL REACH WITHIN FIVE (5) FEET FROM THE GROUND SURFACE. WHEN AN EXTENSION STEM IS USED, IT SHALL BE HELD IN PLACE BY A STAINLESS STEEL EXTENSION STEM GUIDE SUITABLY FASTENED TO THE WALL OF THE GATE WELL. THE EXTENSION STEM SHALL BE MECHANICALLY ATTACHED TO THE OPERATING NUT. DETAILS OF THE EXTENSION SYSTEM AND THE METHOD OF INSTALLATION SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
- 5. TAPPING VALVES SHALL BE AWWA C515 FL X MJ AS MANUFACTURED BY EJ WITH RESILIENT SEATED GATE VALVES AS APPROVED BY LOCAL MUNICIPALITY.
- 6. TAPPING SLEEVES SHALL BE ALL STAINLESS STEEL (BODY, FLANGE AND HARDWARE), MANUFACTURED BY ROMAC INDUSTRIES SST; JCM 432; SMITH-BLAIR 663/665 OR APPROVED EQUAL BY THE WATER RESOURCES COMMISSIONER'S OFFICE.

## HYDRANT REQUIREMENTS

- ALL HYDRANTS SHALL BE CONSTRUCTED WITH A SIX (6) INCH COMPANION GATE VALVE IN A THREE (3) PIECE, ADJUSTABLE DUCTILE IRON VALVE BOX, WHICH SHALL INCLUDE A FIVE AND ONE-QUARTER (5-1/4) INCH SCREW SHAFT. VALVE BOXES SHALL BE SERIES 6860 AS MANUFACTURED BY TYLER PIPE, EJ VALVE BOX NO. 8560 OR APPROVED EQUAL.
- 2. ALL HYDRANTS SHALL BE EJ 5BR250 TRAFFIC MODEL, OR APPROVED EQUAL WITH A MINIMUM OF 6'-0" DEPTH OF BURY UNLESS OTHERWISE INDICATED. SELF-DRAINING HYDRANTS SHALL NOT BE USED. ALL HYDRANTS SHALL BE LOCAL MUNICIPAL STANDARD AS DETAILED. HYDRANTS SHALL HAVE BREAKAWAY FLANGE.
- 3. ALL HYDRANTS SHALL BE PAINTED RED ABOVE GROUND AND BLACK BELOW GROUND WITH A FINISH COAT OF GLAMORTEX 501 ENAMEL. COLOR 314 VERMILLION OR APPROVED EQUAL. HYDRANT CAP SHALL BE PAINTED SAME COLOR AS THE HYDRANT. FOR PONTIAC: YELLOW RUST-OLEUM #7543 SAFETY YELLOW.

### ACCEPTANCE OF NEW WATER MAINS

- 1. PRIOR TO WATER MAIN ACCEPTANCE THE FOLLOWING CONDITIONS MUST BE MET:
- 1.1. PRESSURE TESTING AND BACTERIA TESTING MUST BE COMPLETED IN ACCORDANCE WITH THE WATER RESOURCES COMMISSIONER'S OFFICE REQUIREMENTS
- 1.2. ALL EASEMENT AND RIGHT-OF-WAY ACQUISITION MUST BE ACCEPTED BY THE WATER RESOURCES COMMISSIONER'S OFFICE. RIGHT-OF-WAY DIVISION
- 1.3. THE LOCAL MUNICIPALITY MUST BE PROVIDED WITH THE BILL OF SALE
- ALL "RECORD DRAWINGS" MUST BE ACCEPTED AND APPROVED BY THE WATER RESOURCES COMMISSIONER'S OFFICE, OPERATIONS AND MAINTENANCE DIVISION. THE WATER RESOURCES COMMISSIONER'S OFFICE AND LOCAL ENGINEER MUST WITNESS THE CONNECTION OF THE WATER MAIN TO THE EXISTING WATER MAIN, AFTER WHICH RESIDENTIAL AND COMMERCIAL TAPS WILL BE
- 2. THE CONTRACTOR SHALL NOTIFY THE WATER RESOURCES COMMISSIONER'S OFFICE, OPERATIONS AND MAINTENANCE DIVISION THROUGH THE LOCAL ENGINEER FOR NEW CONSTRUCTION TAP, PRESSURE TESTING, BACTERIOLOGICAL SAMPLING, CONNECTIONS TO EXISTING WATER MAIN AND FINAL FIELD REVIEW. A SEVENTY-TWO (72) HOUR ADVANCE NOTICE IS REQUIRED.
- 3. THE CONTRACTOR SHALL DISINFECT AND PRESSURE TEST ALL NEW WATER MAIN CONSTRUCTION PURSUANT TO THE CURRENT STANDARDS SPECIFIED BY THE WATER RESOURCES COMMISSIONER'S
- 4. HYDROSTATIC TESTING FOR DUCTILE IRON WATER MAIN SHALL BE COMPLETED IN ACCORDANCE WITH ANSI/AWWA C600, SEC 5.2. THE SPECIFIED TEST PRESSURE IS 150 PSI OR 1.5 TIMES THE MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP) OF THE TEST SECTION, WHICHEVER IS GREATER. THE TEST METHOD IS GENERALLY SUMMARIZED AS FOLLOWS:
- 4.1. SLOWLY FILL PIPELINE WITH WATER, VENTING ENTRAPPED AIR AS NECESSARY.
- 4.2. REPAIR ANY VISIBLE LEAKS THAT OCCUR DURING FILLING OR AT ANY POINT DURING THE TEST.
- 4.3. GRADUALLY APPLY PRESSURE UP TO THE SPECIFIED WORKING PRESSURE USING A SUITABLE PUMP CONNECTED TO THE PIPELINE, BLEEDING TRAPPED AIR, AND ADDING WATER AS NECESSARY UNTIL A STABLE PRESSURE IS HELD.
- 4.4. HYDROSTATIC TEST BEGINS AFTER THE PIPELINE IS STABILIZED AT THE WORKING PRESSURE BY INCREASING THE PRESSURE UP TO THE SPECIFIED TEST PRESSURE AND HOLD IT WITHIN PLUS/MINUS 5 PSI FOR THE DURATION OF THE TEST, OR A MINIMUM OF TWO HOURS.
- 4.5. CAREFULLY RECORD THE AMOUNT OF MAKEUP WATER ADDED DURING THE TEST. THE HYDROSTATIC TEST PASSES IF THE AMOUNT OF MAKEUP WATER DOES NOT EXCEED THE TESTING
- ALLOWANCE.
- 4.6. IF THE TESTING ALLOWANCE IS EXCEEDED, LOCATE AND REPAIR ANY LEAKS AND REPEAT TEST. 5. REFER TO SHEET 5 FOR HYDROSTATIC TESTING REQUIREMENTS FOR HDPE PIPE.
- 6. PRESSURE TESTING AGAINST VALVES PHYSICALLY CONNECTED TO AN EXISTING WATER SUPPLY SYSTEM IS STRICTLY PROHIBITED.
- 7. WHERE CONTRACTOR SUPPLIED GAUGES ARE REQUIRED, MINIMUM SIZE SHALL BE 3½" DIAMETER OR LARGER GRADUATED IN ONE (1) OR TWO (2) POUND INCREMENTS FROM 1 TO 160 P.S.I. OR HIGHER.
- 8. PRESSURE TESTING AND BACTERIA TESTING MUST BE SUCCESSFULLY COMPLETED PRIOR TO CONNECTING TO THE EXISTING WATER SUPPLY SYSTEM.

# WATER RESOURCES COMMISSIONER WATER SYSTEM STANDARDS -GATE VALVES

	DIRECTION	<u>VALVE</u>	<u>TYPE</u>
COMMUNITY	TO OPEN	STD. GATE VALVE	TAPPING VALVE
BINGHAM FARMS	RIGHT	C515	C515
BLOOMFIELD HILLS	RIGHT	C515	C515
COMMERCE TOWNSHIP	LEFT	C515	C515
FARMINGTON HILLS	RIGHT	C515	C515
HIGHLAND TOWNSHIP	LEFT	C515	C515
KEEGO HARBOR	RIGHT	C515	C515
OAKLAND TOWNSHIP	LEFT	C515	C515
ORCHARD LAKE VILLAGE	LEFT	C515	C515
OXFORD TOWNSHIP	LEFT	C515	C515
PONTIAC	LEFT	C515	C515
ROYAL OAK TOWNSHIP	RIGHT	C515	C515
SPRINGFIELD TOWNSHIP	LEFT	C515	C515
WALLED LAKE	LEFT	C515	C515

<sup>1.)</sup> C515 RESILIENT SEATED GATE VALVE — MANUFACTURED BY U.S. PIPE, MUELLER, EAST JORDAN IRON WORKS, AMERICAN FLOW CONTROL OR APPROVED EQUAL.

## FIRE HYDRANT NOZZLE SIZE AND THREAD SPECIFICATIONS

CVT	PUMPER NOZZLE	HOSE NOZZLE	OPERATING NUT	DEPTH OF BURY	STYLE	MODEL #
BINGHAM FARMS	(1) - 3-3/4"-DFD	(2) - 2-1/2*-DFD	1-1/8"	5'-6"	5BR250	54826D
BLOOMFIELD HILLS	(1) - 3-3/4"-DFD	(2) - 2-1/2"-DFD	1-1/8"	6'-0"	5BR250	55825D
COMMERCE TWP/ WOLVERINE LAKE	(1) - 5"-STORZ	(2) - 2-1/2*-NST	1-1/2"	5'-6"	5BR250	54913D
FARMINGTON HILLS	(1) - 3-3/4"-DFD	(2) - 2-1/2"-NST	1-1/8"	5'-6"	5BR250	54329D
HIGHLAND TWP	(1) - 5"-STORZ	(2) - 2-1/2"-NST	1-1/2"	5'-6"	5BR250	54913D
KEEGO HARBOR	(1) - 3-3/4"-DFD	(2) - 2-1/2*-DFD	1-1/8"	5'-6"	5BR250	54826D
OAKLAND TWP	(1) - 4"-STORZ	(2) - 2-1/2*-DFD	1-1/2"	5'-6"	5BR250	54831D
ORCHARD LAKE	(1) - 3-3/4"-DFD	(2) - 2-1/2*-DFD	1-1/8"	6'-0"	5BR250	55825D
OXFORD TWP	(1) - 5"-STORZ (1) - 4-1/2"-NST		1-1/2"	6'-0 <b>"</b>	5BR250	55601D
PONTIAC	(1) - 3-3/4"-DFD	(2) - 2-1/2"-DFD	1-1/2"	6'-0"	5BR250	55822D
ROYAL OAK TWP	(1) - 3-3/4"-DFD	(2) - 2-1/2"-NST	1-1/8"	5'-6"	5BR250	54329D
SPRINGFIELD TWP	(1) - 5"-STORZ	(2) - 2-1/2*-NST	1-1/2"	5'-6"	5BR250	54913D
WALLED LAKE	(1) - 4-1/2-NST	(2) - 2-1/2"-NST	1-1/8"	5'-6"	5BR250	54534D

- 1. D.F.D. DETROIT FIRE DEPARTMENT THREAD
- 2. N.S.T. NATIONAL STANDARD THREAD
- 3. STORZ NOZZLES SHALL BE COMPATIBLE WITH STORZ COUPLED LARGE DIAMETER FIRE HOSE, NOZZLES SHOULD BE MADE OF "LEAD FREE" BRASS OR ALUMINUM, AS APPROVED BY LOCAL CITY, VILLAGE OR TOWNSHIP. THE NOZZLE SHALL BE AN INTEGRAL PART OF THE HYDRANT, RESISTANT TO TAMPER AND REMOVAL. ENGAGEMENT LUGS SHALL BE ON THE NOZZLE AND CAP TO PREVENT FAILURE UNDER HIGH PRESSURE. NOZZLE AND CAP SHALL MEET AWWA C502 SPECIFICATIONS. NOZZLE SHALL BE COMPATIBLE WITH HOSE LOCK TO PREVENT HOSE FROM DISCONNECTING WHILE IN USE.

### WATER RESOURCES COMMISSIONER'S OFFICE WATER SYSTEMS OPERATIONS AND MAINTENANCE DIVISION RECORD DRAWING SPECIFICATIONS

IN AREAS WHERE WATER SYSTEMS ARE OPERATED AND MAINTAINED BY THE WATER RESOURCES COMMISSIONER'S OFFICE, OPERATIONS AND MAINTENANCE DIVISION, FINAL ACCEPTANCE OF THE WATER SYSTEM MUST BE RENDERED BY THE WATER RESOURCES COMMISSIONER'S OFFICE, OPERATIONS AND MAINTENANCE DIVISION, BEFORE THE SYSTEM CAN BE USED FOR THE

ONE ITEM REQUIRED FOR FINAL ACCEPTANCE SHALL BE THE SUBMISSION OF RECORD DRAWINGS TO THE WATER RESOURCES COMMISSIONER, OPERATIONS AND MAINTENANCE DIVISION, BY THE DESIGN ENGINEER. RECORD DRAWINGS SHALL BE DEFINED AS AND CONTAIN THE FOLLOWING INFORMATION:

- 1. THE DESIGN ENGINEER SHALL FURNISH "RECORD DRAWINGS" WATER MAIN PLANS UPON JOB COMPLETION. "RECORD DRAWINGS" SHALL BE FORWARDED TO THE WATER RESOURCES COMMISSIONER BY THE LOCAL MUNICIPAL ENGINEER AFTER THEIR REVIEW AND APPROVAL.
- 2. THE COVER SHEET SHALL BE SIGNED AND SEALED BY THE PROJECT DESIGN ENGINEER AND INCLUDE THE FOLLOWING CERTIFICATION STATEMENT:

IMPROVEMENTS AS CONSTRUCTED, A	HAS PREPARED THESE RECORD DRAWINGS OF THE AND THAT TO THE BEST OF MY KNOWLEDGE THOSE				
IMPROVEMENTS NOTED AS "RECORD DRAWINGS" WERE CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS; AND ALSO THAT THE					
	CONSTRUCTED, LIE WITHIN THE EASEMENT VATER RESOURCES COMMISSIONER'S OFFICE.				
Jacon Harris Hagerian Di Illa II					
	(COMPANY NAME)				
	(COMPANT NAME)				
(ENGINEER'S SIGN	ATURE)				
PROFESSIONAL ENGINEER NO.					
	ENGINEER SEAL				

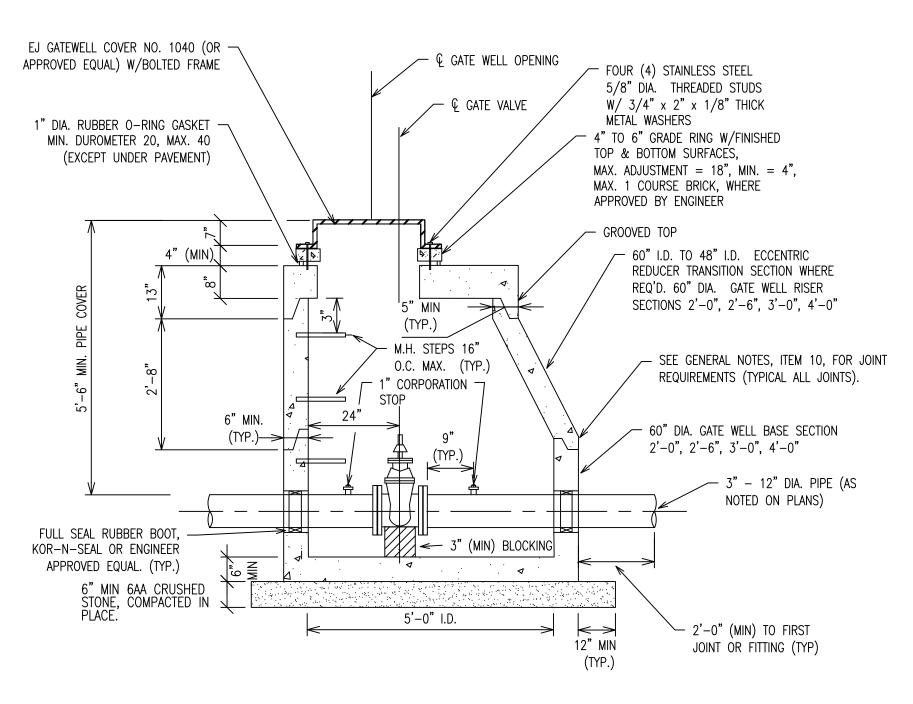
- 3. THE MINIMUM SCALE SHALL BE ONE (1) INCH EQUALS FIFTY (50) FEET.
- 4. THE SIZE, LENGTH, CLASS AND MANUFACTURER OF PIPE INSTALLED SHALL BE INDICATED.
- 5. THE SIZE, BRAND AND MODEL NUMBERS OF ALL VALVES AND HYDRANTS INSTALLED SHALL BE INDICATED.
- 6. A TOTAL RECORD DRAWING QUANTITY LIST SHALL BE INCLUDED, AS WELL AS A RECORD DRAWING QUANTITY LIST ON EACH INDIVIDUAL SHEET.
- 7. THE LOCATIONS SHALL BE SHOWN ON THE PLANS WITH AN ACCURACY OF ONE (1) FOOT.
- 8. THE OFFSET OF THE WATER MAIN FROM PROPERTY LINES SHALL BE INDICATED.
- 9. ALL GATE VALVE WELLS, HYDRANTS AND ALL WATER SYSTEM APPURTENANCES SHALL BE LOCATED FROM THE NEAREST PROPERTY CORNER.
- 10. ALL UNDERGROUND APPURTENANCES, SUCH AS GATE VALVE WELLS, METER PITS, PRESSURE REDUCING VALVE PITS, ETC. SHALL BE LOCATED FROM THE NEAREST HYDRANT THAT IS CONNECTED TO THE SAME WATER MAIN AS THE APPURTENANCE.
- 11. THE LOCATION, SIZE, BRAND AND MODEL NUMBER OF EVERY RESTRAINED JOINT SHALL BE NOTED.
- 12. THE ACCURATE LOCATION OF ALL UTILITY CROSSINGS WHERE THE RECOMMENDED SEPARATION, VERTICALLY OR HORIZONTALLY, IS LESS THAN THE TEN STATE STANDARDS SHALL BE NOTED.
- 13. WATER MAINS 12" AND LARGER IN DIAMETER SHALL BE DRAWN IN PROFILE VIEW IN ADDITION TO PLAN VIEW ON THE CONSTRUCTION PLANS.

**WATER MAIN** STANDARD DETAILS

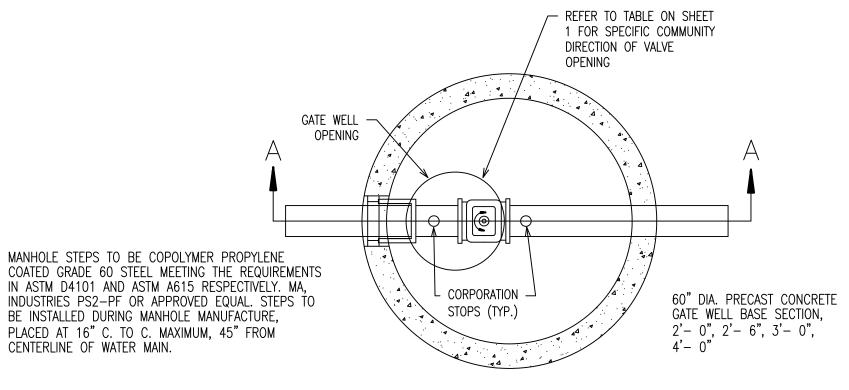
REV	SION	BLOCK						
Data	Data Source / Source Date: N/A							
Rev.	Rev. Rev. Rev.							
No.:	Ву:	Date:	Description:					
1	DL	03/23/15	FINAL CHANGES	TO GATE VALVE STANDARDS, HYDRANT SPECIFICATIO	ONS AND PIPE CLASS UPDATE	S		
2	DL	01/03/17	UPDATE "DIRECT	UPDATE "DIRECTION TO OPEN" COMMERCE TOWNSHIP FROM RIGHT TO LEFT				
3	KB	02/14/18	MARKUPS PER G	MARKUPS PER G. APPEL				
4	HRC	08/31/20	GENERAL UPDAT	E				
<b>ORIG. DATE:</b> 01/01/01		01/01/01	MANDC	ONE PUBLIC WORKS	DRIVE. BLDG 95 WES			
SCALE: NONE		NONE	WRC		D, MICHIGAN 3-1907			
<b>DESIGNED BY:</b> WRC		WRC	WATER RESOURCES COMMISSIONER    Iim Nash	SHEET NO.:				
DRAWN BY: WRC Mapping		RC Mapping	jini 14usii		1 of 7			

DRAWN BY: WRC Mapping

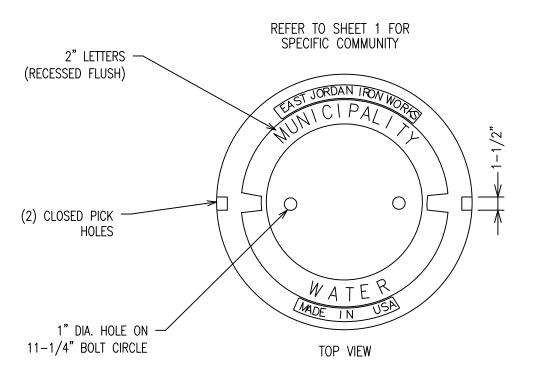
# GATE VALVE & WELL DETAILS



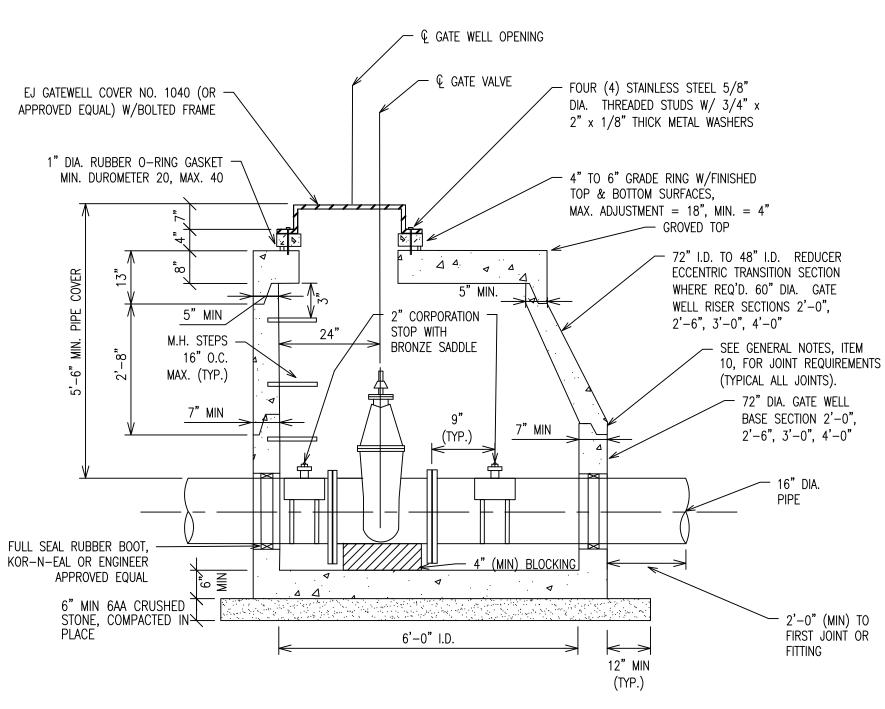
3" THRU 12" GATE WELL



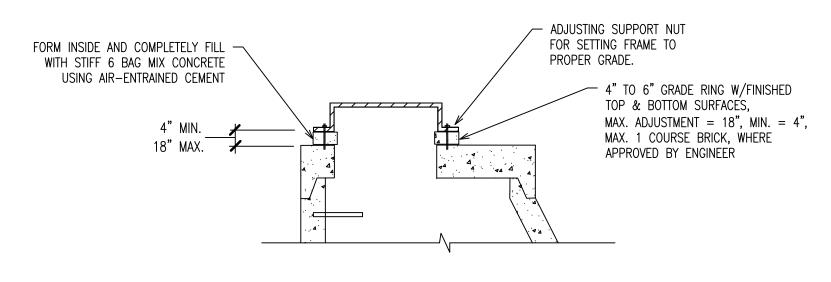
<u>PLAN GATE WELL TYPICAL</u>



LETTERING LAYOUT FOR GATEWELL COVERS

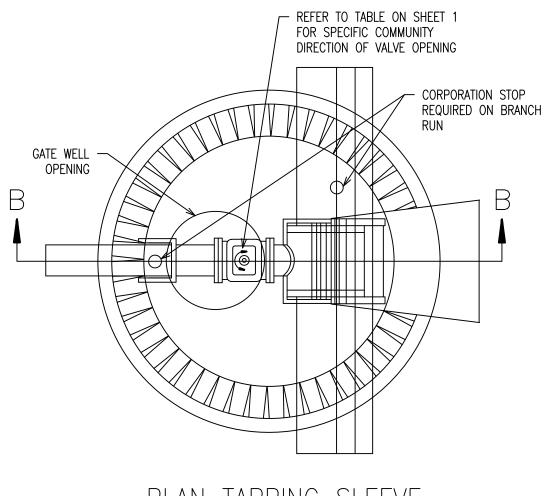


16" GATE WELL

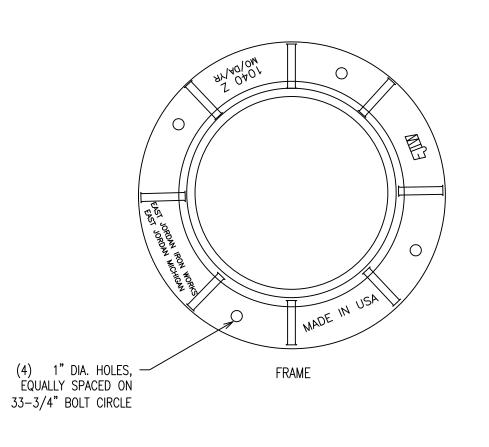


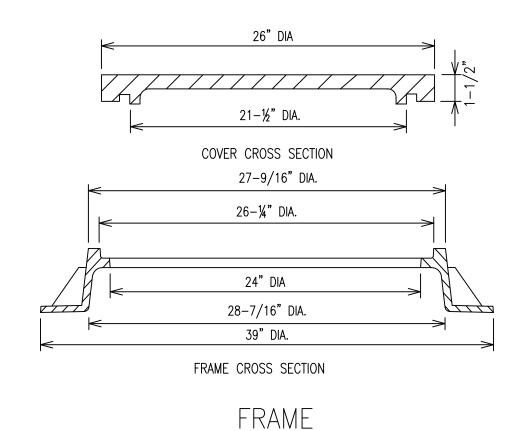
GATE WELL TOPS WITHIN PAVEMENT AREAS

RUBBER O'RINGS SHALL
NOT BE USED IN PAVEMENT



PLAN TAPPING SLEEVE
VALVE & WELL (TYPICAL)





FULL CIRCUMFERENTIAL ALL
STAINLESS STEEL TAPPING SLEEVE
ONLY, UNLESS OTHERWISE CORPORATION STOP SEE TAPPING SLEEVE NOTE #2 (THIS SHEET) SEE NOTE #1 APPROVED BY WRC AND LOCAL MUNICIPALITY. LEAD JOINT SLEEVE (THIS SHEET) NOT ACCEPTABLE 2'-0" - STANDARD PRE-CAST CONCRETE GATE WELL BRICK MASONRY INFILL SECTIONS AROUND WATERMAIN THRUST BLOCK POURED AGAINST UNDISTURBED BLOCKING 6'-0" FOR 12" TAPPING SLEEVE 7'-0" ASTM C-478 PRE-CAST BASE 2'-0" (MIN) TO FIRST FOR 16" & 20" TAPPING SLEEVE 8'-0" FOR 12" TAPPING SLEEVE JOINT OR FITTING 9'-0" FOR 16" & 20" TAPPING SLEEVE CAST—IN—PLACE BASE ONLY UPON APPROVAL BY ENGINEER PLACE CONCRETE BETWEEN -TAPPING SLEEVE AND GATE WELL <u>20" x 12", 20" x 8", 16" x 12", 16" x 8", 12" x 8"</u>

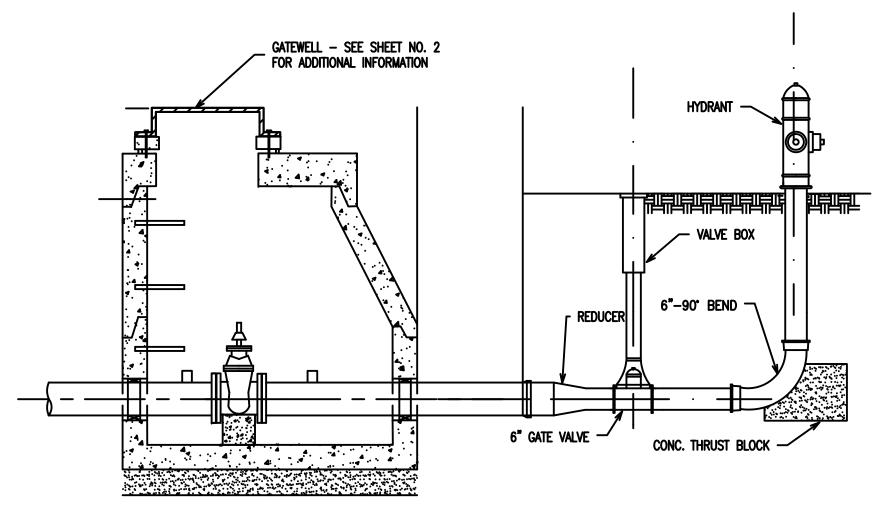
# TAPPING SLEEVE, VALVE & WELL

### NOTES:

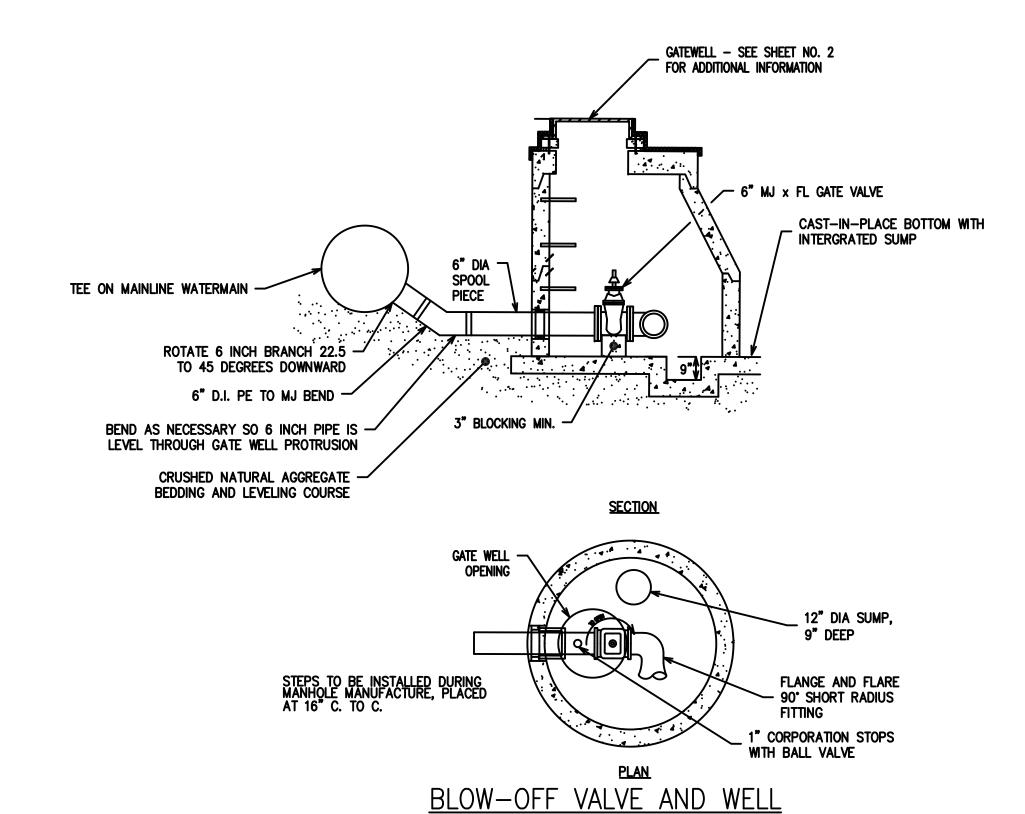
- 1. REFER TO NOTE 7 OF "VALVE AND SLEEVE NOTES" ON SHEET 1.
  2. FOR PIPE SMALLER THAN 16" USE 1" CORPORATION STOP, FOR 16"
- PIPE OR LARGER USE 2" CORPORATION STOP WITH BRONZE SADDLE.
  3. WRC DOES NOT RECOMMEND SIZE ON SIZE TAPPING.

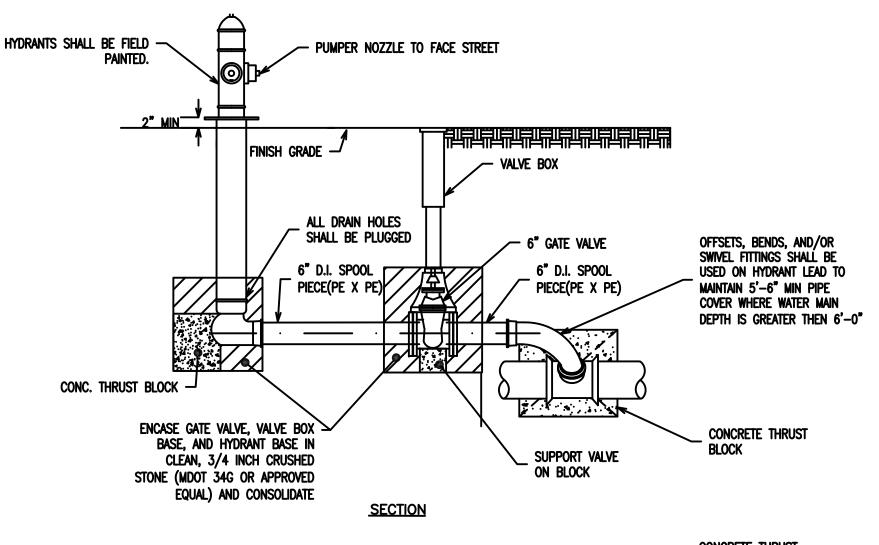


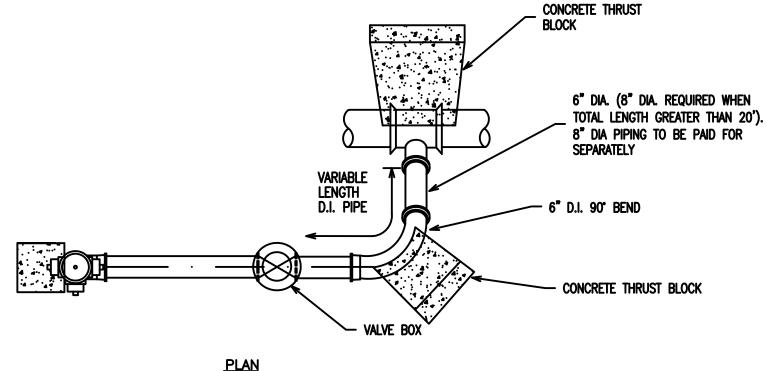




DEAD END BLOWOFF CONNECTION



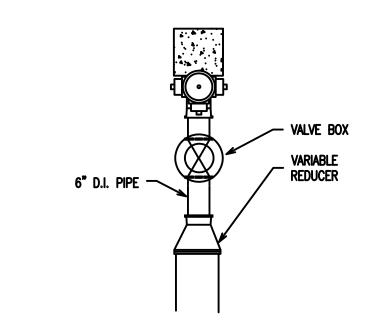




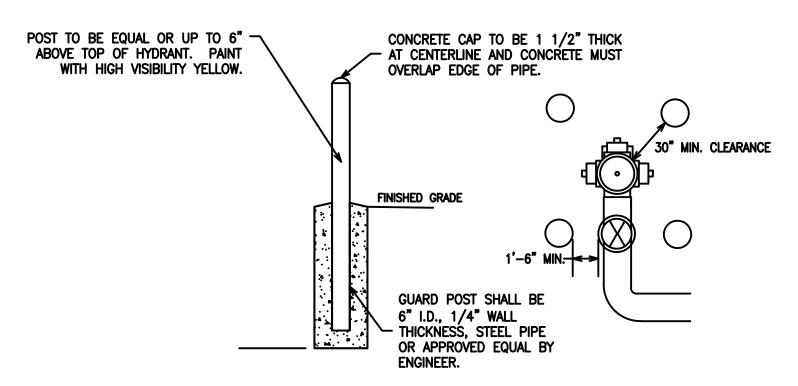
# 6" HYDRANT SIDE OUTLET

- 1. HYDRANT EXTENSIONS BETWEEN THE STANDPIPE LOWER SECTION & STANDPIPE UPPER ARE LIMITED TO 18 INCHES
- 2. ALL HYDRANTS COMPANION VALVES, BENDS, AND TEES TO BE FULLY RESTRAINED BY MECHANICAL
- JOINT RESTRAINT SYSTEM FITTINGS (MEGA-LUG OR APPROVED EQUAL).

  3. THRUST BLOCKS ARE REQUIRED AT ALL TEES, BENDS AND ENDS.
- 4. ALL HARDWARE (BOLTS, NUTS, WASHERS, ETC.) FOR HYDRANT ASSEMBLIES SHALL BE COR-BLUE OR APPROVED EQUAL.



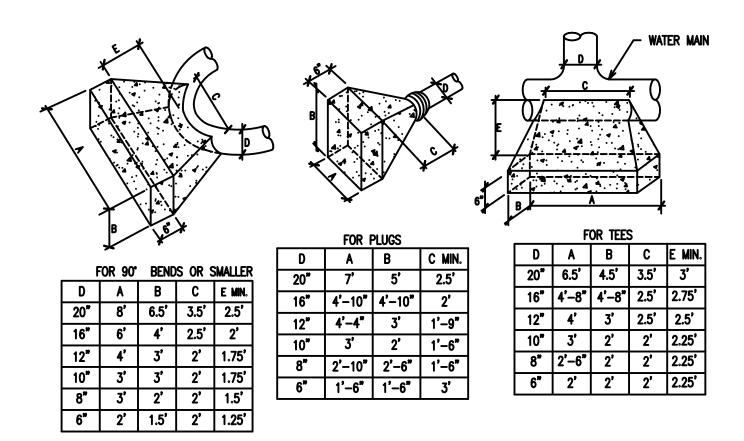
PLAN 6" HYDRANT WATER MAIN END



## GUARD POST

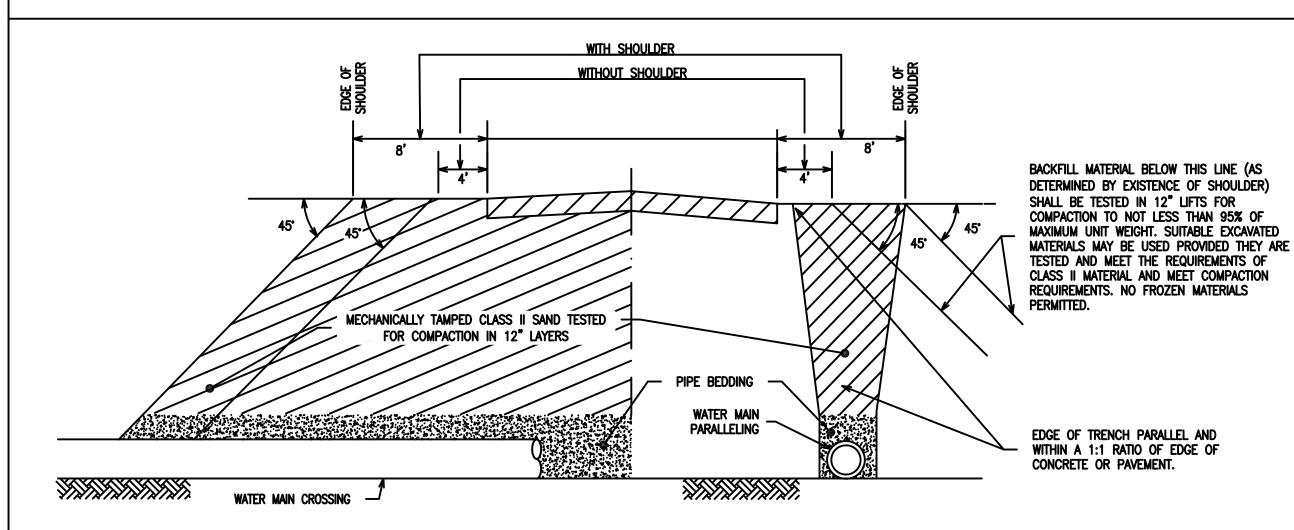
### NOTES:

 GUARD POST SHALL NOT INTERFERE WITH HYDRANT OPERATION
 TO BE INSTALLED IN ALL PAVED AREAS PARKING LOTS, PARKS, PLAZAS, ETC. (NOT RIGHT-OF-WAYS)SPACE WHERE VEHICLE EQUIPMENT DAMAGE TO HYDRANT IS POSSIBLE.

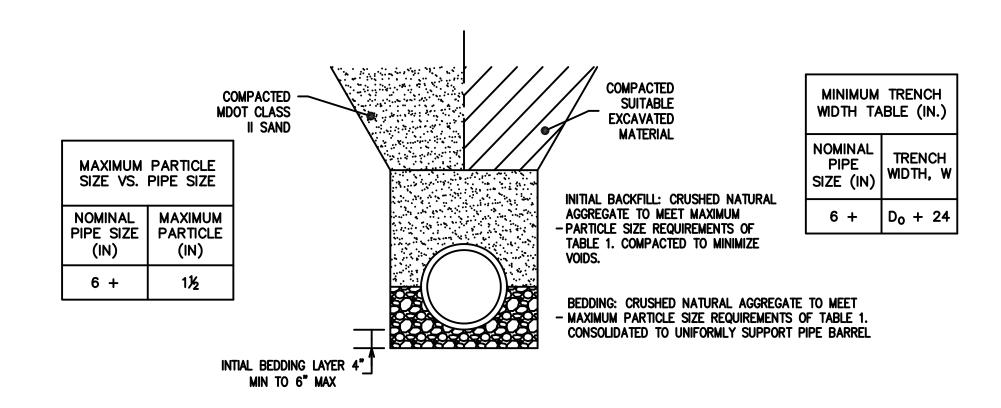


NOTE:

1. 3000 PSI CONCRETE TO BE USED. THRUST BLOCK TO ABUT & REST AGAINST UNDISTURBED SOIL OR EARTH COMPACTED TO 95% MODIFIED PROCTER.



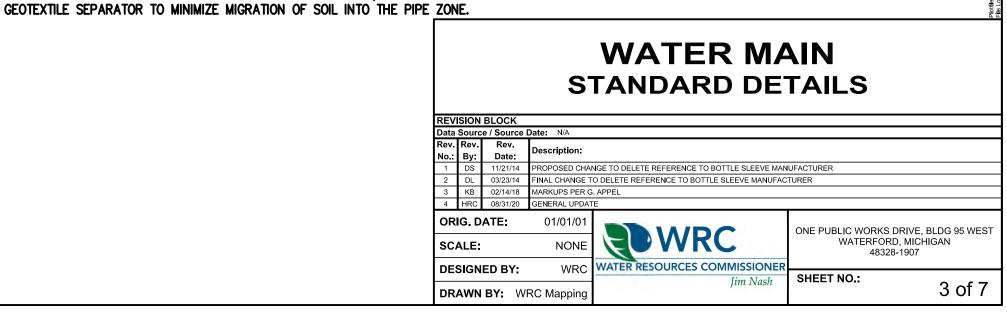
MINIMUM BACKFILL UNDER OR NEAR PAVEMENT

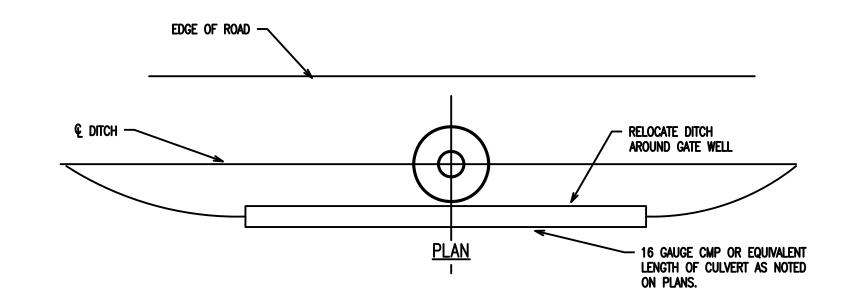


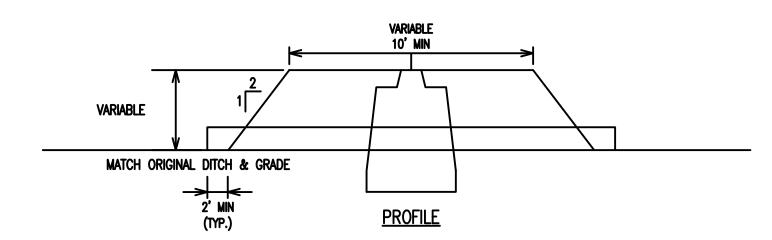
# DUCTILE IRON PIPE TRENCH DETAIL

### NOTES:

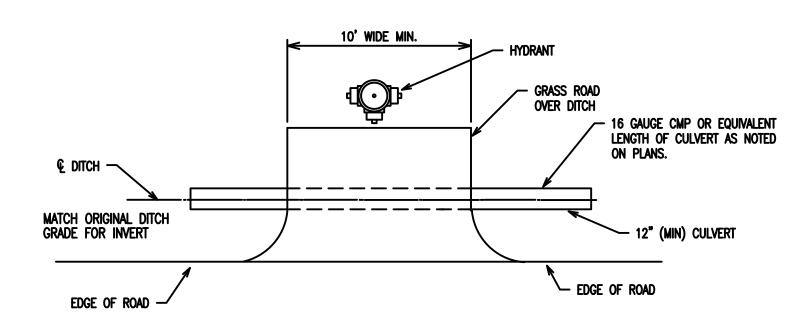
- 1. DUCTILE IRON PIPE IS CONSIDERED A FLEXIBLE PIPE THAT WHEN INSTALLED UNDERGROUND IS DESIGNED TO DEFLECT UNDER LOAD.
- 2. DO NOT COMPACT INNER BEDDING OF INITIAL BEDDING LAYER.
- 3. CAREFULLY EXCAVATE BELL OR COUPLING HOLES FROM THE INITIAL BEDDING LAYER.
- 4. SHOVEL SLICE BEDDING MATERIAL IN THE HAUNCH AREA ALONG THE BOTTOM CIRCUMFERENCE OF THE PIPE TO CONSOLIDATE BEDDING AND UNIFORMLY SUPPORT THE PIPE BARREL.
- 5. COMPACT INITIAL BACKFILL MATERIALS IN LIFTS NOT EXCEEDING 6 INCHES BY HAND TAMPING AROUND AND DIRECTLY ABOVE PIPE TO MINIMIZE VOIDS.
- 6. DO NOT USE MECHANICAL COMPACTION EQUIPMENT DURING INITIAL BACKFILL OPERATIONS UNTIL MATERIAL HAS BEEN BROUGHT TO 12 INCHES ABOVE THE TOP OF PIPE BARREL.
- 7. COMPACT SAND BACKFILL AND STANDARD TRENCHES OUTSIDE OF PIPE ZONE TO NOT LESS THAN 95% OF THE
- MAXIMUM UNIT WEIGHT IN LIFTS NOT EXCEEDING 12 INCHES.
- 8. FOR MINIMUM TRENCH WIDTHS, REFER TO TABLE 2, MAXIMUM TRENCH WIDTH =  $D_0$  +  $2D_0$  UNLESS MINIMUM TRENCH WIDTH IS GREATER.
- 9. IF THE PIPE IS LOCATED BENEATH THE GROUND WATER TABLE, THE PIPE ZONE SHALL BE WRAPPED IN A







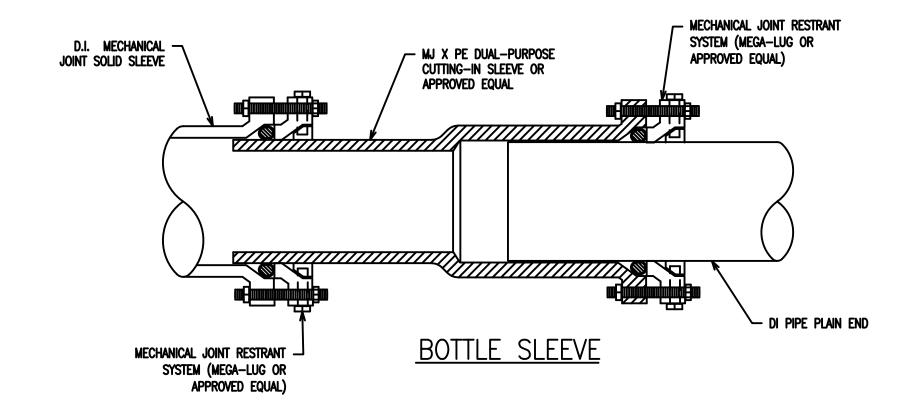
DITCH ENCLOSURE AT GATE WELL

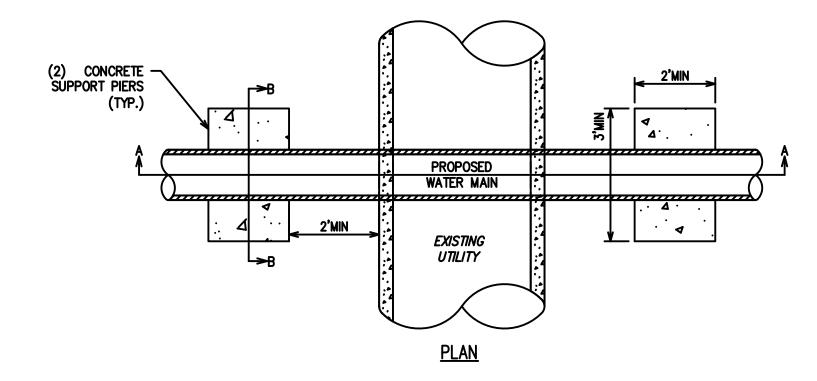


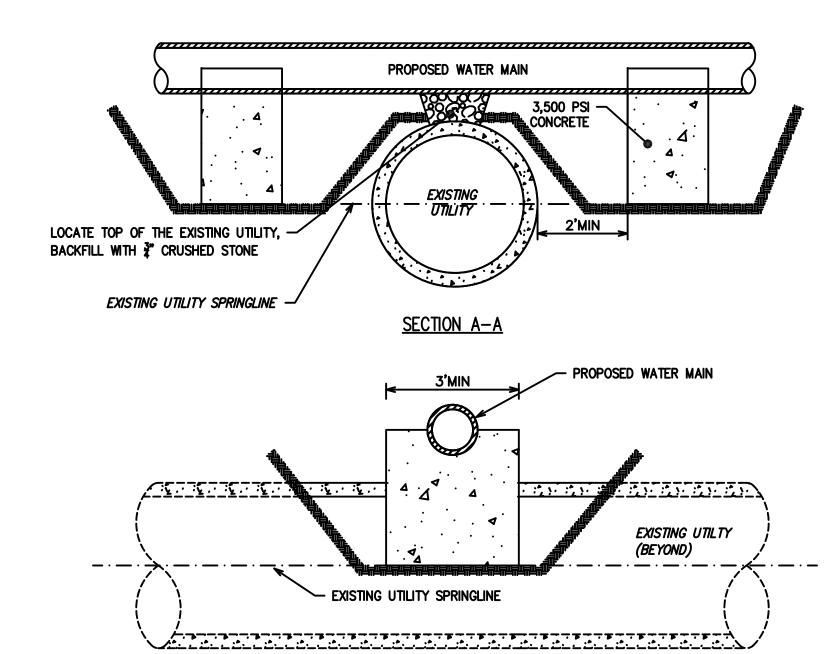
# DITCH ENCLOSURE AT HYDRANT

### NOTES:

- 1) REQUIRED FOR DITCHES GREATER THAN 18 INCHES IN DEPTH.
- 2) CULVERT SHALL BE SIZED BASED ON THE EXISTING CARRY CAPACITY OF THE DITCH OR AS REQUIRED BY THE PERMITTING AUTHORITY FOR THE LOCAL ROAD AGENCY. STAMPED ENGINEERING CALCULATIONS ARE REQUIRED FOR ALL CULVERT INSTALLATION.
- 3) MINIMUM DEPTH OF COVER FOR CULVERT PIPE IS 12 INCHES UNLESS OTHERWISE AUTHORIZED BY CULVERT MANUFACTURER.
- 4) END SECTIONS ON CULVERTS GREATER THAN 12 INCHES IN DIAMETER.





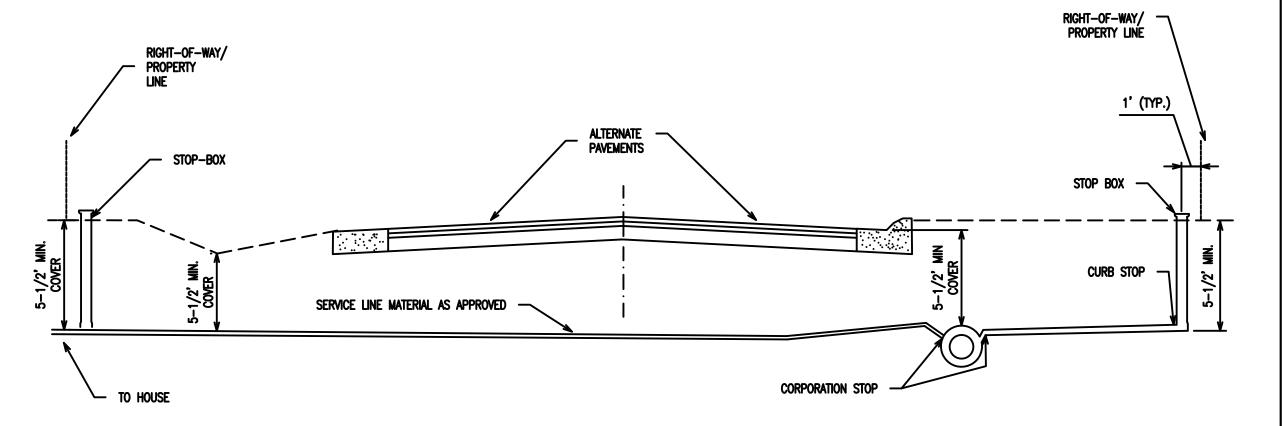


### WATER MAIN CROSSING BRIDGE

SECTION B-B

### NOTES:

- 1. CROSSING BRIDGE IS REQUIRED WHEN 18 INCHES OF CLEARANCE OR GREATER ABOVE (WITHIN A 1:1 INFLUENCE OF THE SPRING LINE) AN EXISTING UTILITY CANNOT BE MAINTAINED.
- 2. WATER MAIN PIPE SPANNING THE EXISTING UTILITY MUST BE CENTERED BETWEEN JOINTS OVER THE EXISTING UTILITY.
- 3. ALL WORK NECESSARY TO INSTALL THE WATER MAIN CROSSING BRIDGE AS SHOWN SHALL BE CONSIDERED INCLUDED IN THE COST OF THE PROJECT UNLESS OTHERWISE NOTED.
- 4. CROSSING FOR PROPOSED WATER MAIN 16-INCH AND LARGER SHALL BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.



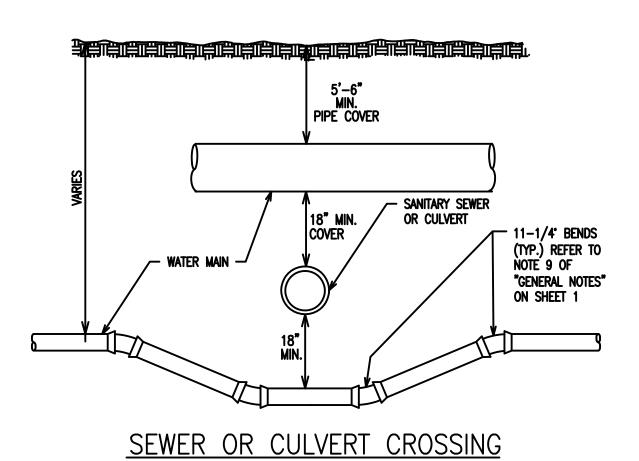
## TYPICAL PUBLIC ROAD WATER SERVICE CONNECTION

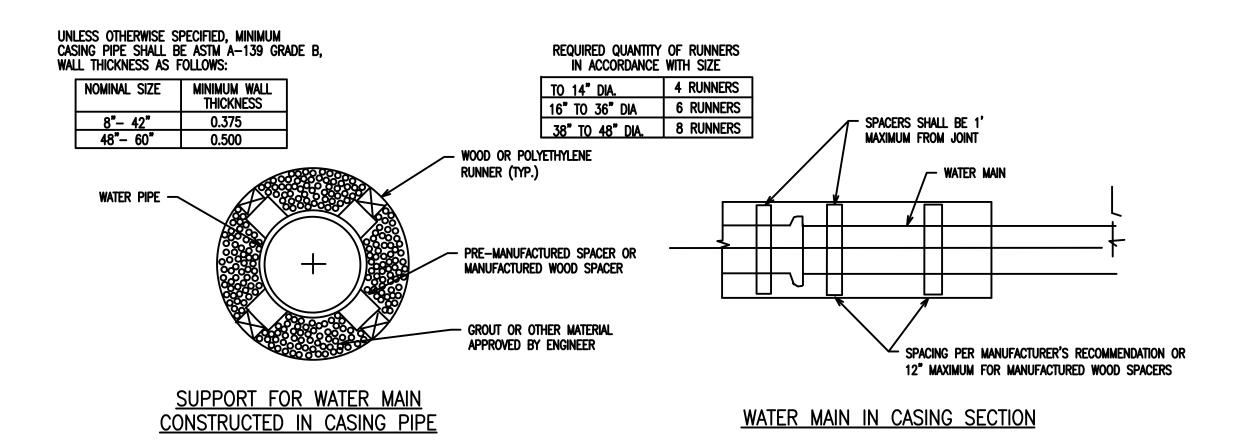
NOTES:

1. WATER SERVICE CURB STOP TO BE PLACED ONE (1) FOOT OFF THE PROPERTY LINE.

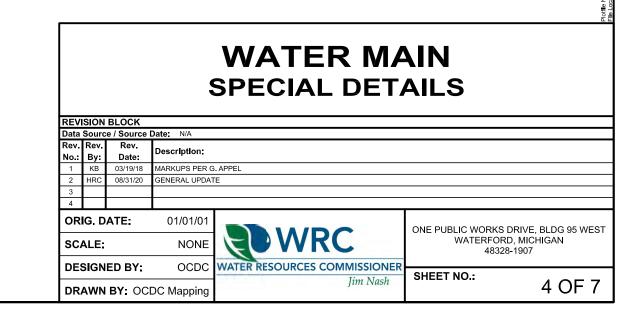
2. LATERAL LOCATION SHALL BE AS REQUESTED BY THE ABUTTING PROPERTY OWNER.

3. SERVICE TAP LOCATION TO BE AT CLOCK POSITION 10:30 OR 1:30 UNLESS OTHERWISE INDICATED.





## WATER MAIN IN CASING DETAILS



### **EXHIBIT B - PHASING PLAN**

**DATE:** October 14, 2021

RE: Goddard of Beverly Hills Development Agreement

Proposed Construction Phasing Plan

The following outlines the proposed milestones for the construction phasing plan for the Goddard of Beverly Hills Preschool and Annex Building.

The Preschool and all supporting sitework, including the entrance drive represents Phase 1 of the Construction; while the Annex and all ROW work directly in front of the Annex represents Phase 2 of the construction.

- A. Phase 1 Preschool and supporting sitework:
  - 1. October 2021; Issue for Bids and Permits
  - 2. November 2021; Bids Due
  - 3. November 2021; Award Construction Contract
  - 4. March 2022; Foundations Complete
  - 5. May 2022; Building Shell Complete
  - 6. July 2022; Interior Complete/Temporary Certificate of Occupancy
  - 7. October 2022; Landscape Complete
- B. Phase 2 Annex and Sitework adjacent to Annex:
  - 1. October 2021; Issue for Bids and Permits
  - 2. November 2021; Bids Due
  - 3. November 2021; Award Construction Contract
  - 4. April 2022; Foundations Complete
  - 5. July 2022; Building Shell Complete
  - 6. September 2022; Vanilla Box Interior Complete
  - 7. October 2022; Landscape Complete.

cc: Kellie McDonald, Goddard of Beverly Hills





**AERIAL - NORTHEAST** 



**CONCEPT IMAGE - NORTHEAST ENTRY** 

2021.07.28

21-705 BEVERLY HILLS | MICHIGAN



**CONCEPT IMAGE - NORTH** 

21-705

2021.07.28



**CONCEPT IMAGE - SOUTH** 

21-705



**CONCEPT IMAGE - WEST** 

BEVERLY HILLS | MICHIGAN



**CONCEPT IMAGE - PLAZA VIEW 1** 

2021.07.28

21-705 BEVERLY HILLS | MICHIGAN



**CONCEPT IMAGE - PLAZA VIEW 2** 

2021.07.28

21-705 BEVERLY HILLS | MICHIGAN

# GODDARDS SCHOOL OF BEVERLY HILLS

31655 SOUTHFIELD RD
WEST SIDE SOUTHFIELD NORTH OF 13 MILE
B-1 BUSINESS ZONING DISTRICT
VILLAGE CENTER OVERLAY DISTRICT

# PROJECT SCOPE

- 1.5 ACRES IRREGULAR SHAPE
- MIXED USE DEVELOPMENT WITH 2 BUILDINGS
  - REAR 2-STORY, APPROX. 16,000 SF FOR PRE-SCHOOL/CHILD CARE
  - FRONT 2-STORY, APPROX. 5,000 SF OFFICE AND RETAIL
- PARKING REQUIREMENTS
  - 27 CHILDCARE
  - 16 OFFICE/RETAIL
  - 43 REQUIRED
  - 57 PROVIDED
  - 14 SURPLUS

# PROJECT REVIEW HISTORY

- JULY 21, 2021 VC REVIEW AND RECOMMEND TO PC
- JULY 28, 2021 & AUGUST 25, 2021 PC REVIEW
  - RECOMMENDED VC APPROVAL
    - SUBJECT TO VARIANCES
- SEPTEMBER 13, 2021 ZBA
  - DULY NOTICED PUBLIC HEARING(S)
    - 2 VARIANCES GRANTED

# ZBA VARIANCES

- SECTION 22.08.370(b)
  - ORDINANCE REQUIRES 150 SF OUTDOOR PLAY AREA PER CHILD
    - RESULTS IN 30,000 SF OUTDOOR PLAY AREA (100' X 300') REQUIRED
    - GRANTED 10,240 SF (STATE REQUIRES MINIMUM 1,200 SF)
- SECTION 22.08.370(c)
  - ORDINANCE REQUIRES 1,500 FOOT SEPARATION BETWEEN LICENSED FACILITIES
  - ADJACENT TO LICENSED FACILITY
    - GRANTED ZERO SEPARATION
- IT WAS DETERMINED BY VILLAGE MANAGER, VILLAGE ATTORNEY, VILLAGE CONTRACT PLANNER AND MYSELF
  THAT THE VILLAGE ORDINANCE REGULATING CHILDCARE UNINTENTIONALLY LUMPED TOGETHER CHILD CARE
  HOMES AND CHILD CARE CENTERS UNDER THE SAME CATEGORY (FACILITIES) RESULTING IN ESTABLISHING
  OVERREACHING PLAY AREA AND LOCATIONAL CRITERIA. THIS CRITERIA IS INTENDED TO APPLY TO RESIDENTIAL
  OR GROUP HOMES NOT COMMERCIAL CENTERS. ZBA SUGGESTS MODIFYING ZONING ORDINANCE LANGUAGE
  TO CORRECT THE ERROR.

# PROJECT ATTRIBUTES

- STRIKING ARCHITECTURE
- BEAUTIFUL LANDSCAPING
- PUBLIC USE OF PROPERTY
  - COORDINATED THROUGH THE VILLAGE
- ACCESS TO PUBLIC SPACE
- DEVELOPMENT AGREEMENT TO ENSURE PROJECT DEVELOPED IN A COORDINATED MANNER AND PROVIDES PROVISIONS FOR COMPLIANCE WITH VILLAGE DEVELOPENT REGULATIONS
  - SEE OCTOBER 14, 2021, LETTER FROM VILLAGE ATTORNEY

# DEVELOPMENT AGREEMENT

WHAT'S IN IT?

- STANDARD ITEMS PARTIES TO THE AGREEMENT, PROJECT HISTORY, DESCRIPTION OF PROJECT, LEGAL DESCRIPTION, PROJECT PLANS AND BUILDING ELEVATIONS
- FLEXIBILITY PROVISIONS NO SIDEWALK ALONG GODDARD, REDUCED WINDOW FAÇADE ALONG SOUTHFIELD, REDUCED DISTANCE BETWEEN DRIVEWAYS, PROPOSED LIGHTS ALONG SOUTHFIELD SUBJECT TO ROAD COMMISSION
- REFERENCE TO ZBA VARIANCES

# DEVELOPMENT AGREEMENT cont'd

## PUBLIC BENEFIT

- ALLOW PUBLIC TO USE PROPERTY TWO (2) DAYS PER YEAR FOR VILLAGE SPONSORED EVENT
- N/S CROSS EASEMENT TO ACCOMMODATE FUTURE DEVELOPMENT AS MAY BE FEASIBLE
- AGREE TO MAKE AVAILABLE AND SELL NORTHERN 6 FEET OF PROPERRY TO VILLAGE OR THIRD-PARTY DEVELOPER FOR DEVELOPMENT OF AN APPROVED COMPREHENSIVE DEVELOPMENT PLAN CONSISTENT WITH B DISTRICT REGULATIONS AND VISION OF VILLAGE CENTER OVERLAY PLAN

# OTHER

- PERFORMANCE MEASURES
  - \$200,000.00 PERFORMANCE BOND
    - ENSURES PROJECT COMPLETION OR ALLOWS VILLAGE TO USE FUNDS TO SECURE UNFINISHED SITE INCLUDING DEMOLITION TO ENSURE PUBLIC SAFETY
  - \$75,000.00 LANDSCAPE BOND
    - ENSURES LANDSCAPING IS COMPLETE AND IN PLACE PRIOR TO ISSUANANCE OF CERIFICATE OF OCCUPANCY
- PHASING
  - 2 PHASES
    - 1<sup>ST</sup> BUILDING CHILCARE BUILDING IN REAR
    - 2<sup>ND</sup> BUILDING OFFICE RETAIL IN FRONT



**AERIAL - NORTHEAST** 

2021.07.28

HOBBS + BLACK ARCHITECTS

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20210728 - conceptual image pkg.pdf



To: Honorable President George; Village Council Members

Chris Wilson, Village Manager

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

**Subject:** Filming Fees at Parks

**Date:** October 28, 2021

Occasionally, private companies film commercials at parks within Beverly Hills. The Parks & Recreation Board has discussed requiring an application and fee for commercial filming on park property. Board members compared applications and fees from surrounding communities to help come up with a recommendation to Council.

The proposed fee would be for filming for commercial purposes only.

At their October 21, 2021 meeting, the Parks & Recreation Board voted to recommend the Village Council require a fee of \$125.00, an application, and a certificate of insurance to be submitted to the Village of Beverly Hills for any commercial filming on park property.

#### **Suggested Resolution:**

Be it resolved, the Beverly Hills Village Council hereby requires an application, a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured, and a fee of \$125.00 to be submitted to the Village of Beverly Hills Administration for approval prior to any commercial filming on Beverly Hills park property.



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

**Subject:** July 2022 Concert in the Park

**Date:** October 28, 2021

At their October 21, 2021 meeting, the Parks & Recreation Board reviewed a request for booking a band at the Village's July 22, 2022 Concert in the Park. Danny D and the Vagabonds are a Rod Stewart tribute band and their performance also includes bits of Motown, 70s, 80s, and 90s hits. They are proposing a 90-minute show with costume changes and an 8-piece band. The price range for this performance is \$1,000.00-1,200.00, depending on whether a sound technician is available.

The Village rents a stage from Oakland County Parks for the Concert in the Park events in the amount of \$550.00. A standard facility/property use agreement has been reviewed by the Village Attorney who found it to be in order (memo and agreement attached).

The Beverly Hills Parks & Recreation Board recommended the Village Council authorize the Board to host a Concert in the Park featuring Danny D and the Vagabonds on Friday, July 22, 2022 at Beverly Park and to authorize Administration to execute a Facilities/Property Use Agreement with Oakland County Parks for the stage rental in a total amount not to exceed \$1,800.00.

#### **Suggested Resolution:**

Be it resolved, the Beverly Hills Village Council authorizes the Parks & Recreation Board to host a Concert in the Park featuring Danny D and the Vagabonds on Friday, July 22, 2022 at Beverly Park and authorizes Administration to execute a Facilities/Property Use Agreement with Oakland County Parks for the stage rental in an amount not to exceed \$1,800.00. Funds are available in account #101-747-894.00.

**Attachments** 

#### Law Office of Thomas J. Ryan, P.C.

2055 Orchard Lake Road, Sylvan Lake, MI 48320 (248)334-9938

To: Preside

President George and Members of Village Council

From:

Thomas J. Ryan, Village Attorney

Date:

October 28, 2021

Re:

Facility/Property Use Agreement with Oakland County Parks & Recreation

Dear President George and Members of Council,

The Parks and Recreation Board would like to utilize the Oakland County Parks and Recreation stage for concerts in the park for 2022. The attached Facility/Property Use Agreement is a standard agreement utilized by Oakland County that we have previously approved. I would recommend approval by Village Council.

I would be pleased to answer any questions.

Respectfully submitted,

Thomas J. Dyan Village Attorney



#### **FACILITY/PROPERTY USE AGREEMENT**

Signature

Name & Title:

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").

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): Village of Beverly Hills
Address: 18500 W 13 Mile Rd, Beverly Hills 48025
Contact Person: Kristin Rutkowski
Telephone Number: 248-646-6404
E-Mail Address: krutkowski@villagebeverlyhills.com
Facility/Property to be used (hereinafter "Property"):
GENERAL 2022 Stage Rentals
Event/Activity:
Date/Start Time and End Time:
Fee:
Amount of Security Deposit:
<b>Insurance Requirements:</b> (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.

Date

#### **GENERAL TERMS AND CONDITIONS**

#### 1. Use of Property.

- 1.1. <u>Use:</u> 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. <u>Cancellation/Termination by User & Refunds:</u> 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. <u>Change in Reservation.</u> 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. <u>Condition of Property upon end of Agreement.</u> 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. <u>Signs/Advertisement.</u> 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. <u>Alterations, Additions, Changes to Property.</u> 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. <u>User Not Agent of County/OCPRC.</u> 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. <u>Permits/Licenses.</u> 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. <u>Damage to County or OCPRC Property.</u> 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.** <u>Liability for Claims.</u> 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.
- **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. <u>Survival.</u> 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. <u>Successors and Assigns.</u> 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. <u>Waiver.</u> 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. <u>Cumulative Remedies.</u> 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. <u>Amendments.</u> This Agreement cannot be amended or modified unless reduced to writing and signed by both Parties.
- 8. <u>Severability.</u> 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. <u>Counterparts.</u> 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. <u>Entire Agreement.</u> 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**

Α.		surance Que	estions.				
	1. 2. 3.	Is there ex Is the rese Will there	ervation/event for a Wedding? pected to be more than 250 people in attendance at the event/facility? rvation being booked by an organized entity/group (not an individual)? be alcohol provided (not sold) at the event? be alcohol SOLD at the event? (Subject to OCPRC approval)				
В.	Insurance Coverages. If User answers "yes" to any of the above-listed "insurance questions," then User provide and maintain, at its expense, all insurance as set forth below. The insurance shall be written for no than any minimum coverage herein specified or required by law, whichever is greater.						
	1.	Commercia	al 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				
	Cor	mmercial Ge	neral Liability Insurance shall contain the following minimum coverages:				
	•	Prem Perso Indep Broac	rrence Form ises/Operations inal and Advertising Injury rendent Contractors I Form Property Damage ket) Broad Form Contractual (including coverage for obligations assumed in this Agreement)				
	2. 	Host Liq alcohol Liquor L	tal Coverages – As Needed quor Liability Insurance with a limit of \$1,000,000 each occurrence shall be required when is served to guest with no charge.  Legal Liability Insurance with a limit of \$1,000,000 each occurrence shall be required when a r is present and/or alcohol is served by a Caterer.				
		and Employe	empensation Insurance with limits statutorily required by any applicable Federal or State Law ers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each and \$500,000 disease policy limit. This requirement is waived if there are no User owners or				
		Sole Pro	ured or State approved self-insurer. prietors must submit a signed Sole Proprietor form. entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of on.				

- 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. <u>General Insurance Provisions</u>. 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 it 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 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.

#### 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, fogmachines, 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 OPCRC 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.

## Memorandum

To: Honorable John George, Village President; Village Council

From: Chris D. Wilson, Village Manager

CC: Kevin Lawrence, Public Services Director, Sheila McCarthy, Finance

Director

Date: 10/29/2021

Re: Village of Beverly Hills Residential Backflow Prevention Program

Attached for your review and consideration is a draft proposal for a program that would incentivize and provide reimbursement for homes that met eligibility criteria to receive reimbursement through the Village of up to 50% of the cost of installation of a backflow preventor or other pre-approved device or procedure at their home. Village Administration has worked with Council and our engineers to identify and develop a cost effective program that will provide protection for our residents from potential combined sewer backups in their homes. Village Administration feels this program meets those goals.

Village Administration will go over with Council the eligibility criteria and operation of the program at the meeting and answer any questions that Council may have. If Council is in agreement with the terms of the program, Village Administration is prepared to implement the program when approved.

#### **Recommendation:**

The Beverly Hills Village Council approves of the Residential Backflow Prevention Program as submitted and the allocation of up to \$250,000 in a dedicated account within the General Fund to administer the program.



## VILLAGE OF BEVERLY HILLS RESIDENTIAL BACKFLOW PREVENTION PROGRAM

The Village of Beverly Hills consists of just over 4,200 separate residential structures, approximately 30% of which are located in an area with a combined sewer system. The Village has made significant efforts to ensure that our combined sewer systems function adequately in both dry weather conditions and during significant rain events. However, no sewer system can accommodate the most severe storms; storms that are occurring with greater frequency. Additionally, many homeowners have sought to utilize below grade or basement levels as additional living or storage spaces. Homeowners making use of such space would like some assurance that the materials and furnishings stored in these areas are safe and free from moisture or contamination. This is particularly true in combined sewer areas, where sewer backflow into a residence would likely contain some element of municipal sanitary sewer.

There are multiple options that a homeowner can pursue to mitigate against sewer backups or the monetary damage these backups can cause. One of these options would be the installation of a sewer backflow preventer on their residential sewer line. A backflow preventer allows sanitary sewer from the home to discharge during normal dry weather flows but prevents municipal sanitary sewer from backflowing into the home during significant rain events. When properly installed and maintained, backflow preventers have proven to be an effective tool in preventing sanitary sewer backups. Accordingly, the Village has an interest in encouraging homeowners who could benefit from such a device in having one properly installed and maintained.

The Village of Beverly Hills will implement and fund a residential backflow preventor installation program to assist eligible homeowners who could benefit from a backflow preventor or other similar pre-approved device or procedure with financial and technical guidance in getting such a device installed. To qualify, applicants will need to own a home in either the George W. Kuhn (GWK) drainage district or in the combined areas of

the Evergreen Farmington Sewage Disposal System (EFSDS). A map of the areas of the Village that would be eligible to participate in the program is attached. If homeowners are unsure if they live in an area that would qualify for this program they can contact the Village at 248.646.6404.

Eligible homes must have a basement or below grade area of livable or conditioned space. Applicants who qualify will be eligible to receive reimbursement up to fifty percent (50%) of the cost of installation of a backflow preventer or other device on their home, up to a maximum of Two Thousand Five Hundred dollars (\$2,500). Eligible applicants will need to obtain all required permits and inspections through the Village of Beverly Hills and sign a release. An application form, building permit and instructions are attached to this letter and can also be found at <a href="www.villagebeverlyhills.com">www.villagebeverlyhills.com</a>. Ultimate approval of devices other than a backflow preventor for reimbursement will rest with the Village Manager. The Village Council will allocate adequate funds to administer this program and the program shall continue until all allocated funds are dispersed or the program is rescinded.

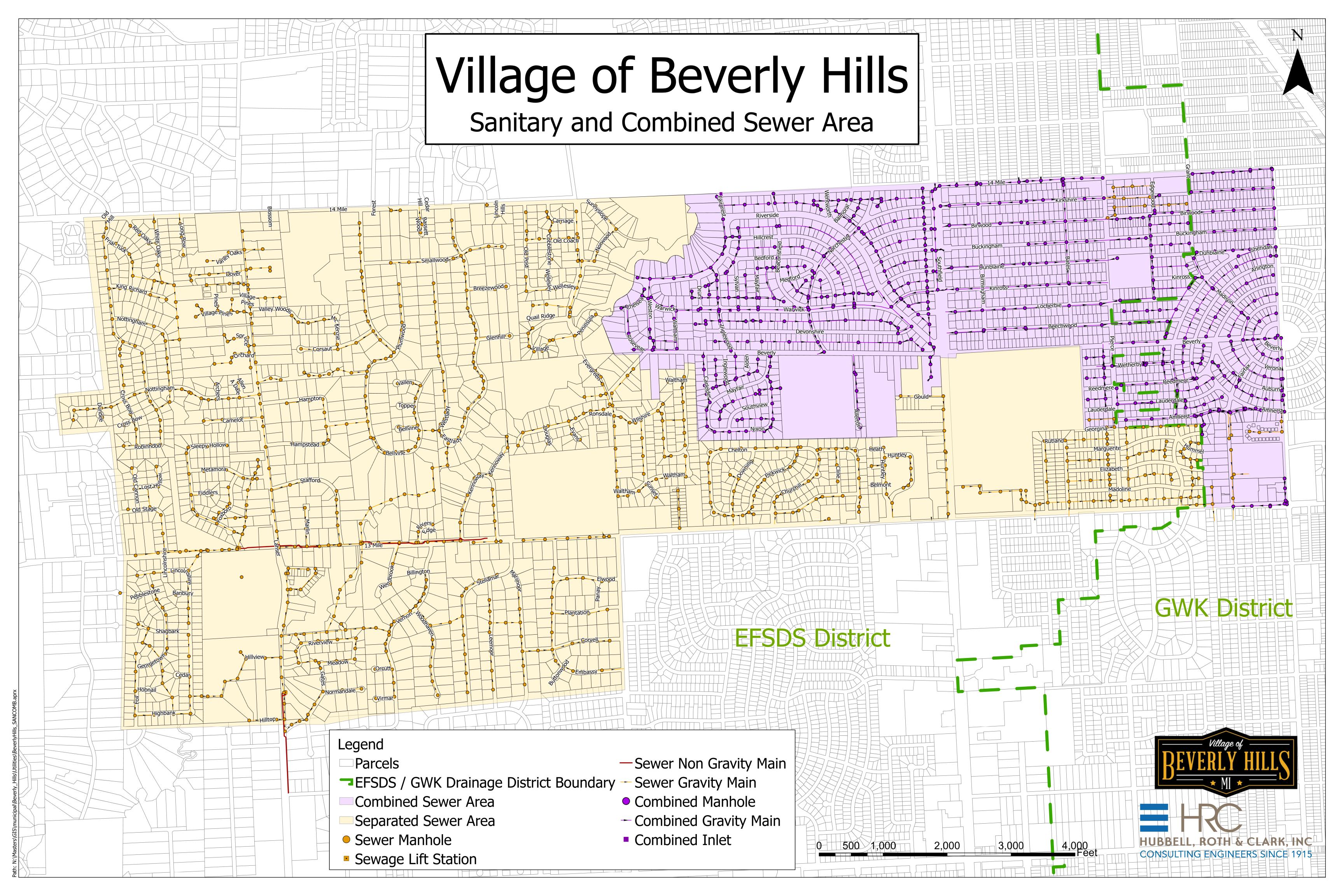
For residents who do not qualify for this program or wish not to participate in the program the Village has published information on how to properly clean and dispose of materials in the event of a sanitary sewer backup. This information can be found at <a href="https://www.villagebevelryhills.com">www.villagebevelryhills.com</a>.



### Residential Backflow Prevention Program Application for Reimbursement

Please complete the following information to request reimbursement through the Residential Backflow Prevention Program.

ivalle	relephone Number	_
Address		
Date of installation	Cost of installation	_
Please attach a copy of the paid inv	voice to this application.	
Signature		
For Office Use Only		
Plumbing Permit Number:		
Contractor Name:		
Date of Final Inspection Approval: _		
District: (circle one) George W. Kuh	n or Evergreen Farmington Sanitary Drain	
Reimbursement Amount:		
Village Approval:		



Invoice#\_

BUILDING PERMIT #\_

Check # \_\_\_\_\_

## PLUMBING PERMIT APPLICATION

#### **VILLAGE OF BEVERLY HILLS**

**BUILDING AND PLANNING** 18500 W 13 MILE RD

Date:

BEVERLY HILLS, MICHIGAN 48025 P: 248-646-6404 F: 248-646-3703

	Job Address:				Suite #			] =
흱	Lot: Subdivi							
Project Information	Owner:							-  G
P Info	Bldg. New Add'n				□Res.	□Comm.	☐ Ind.	
	Company Name:			Contact:		Phone:		
Applicant <b>Information</b>	Address:							
oplic rm	License # Federal ID #							-
In A								-
	Email:				_□ Check if you would like e	email notification of a	ny violatio	ins
	ITEM	Number	Fee	Total	ITEM	Number	Fee	Total
	ckflow Preventer/Disconnect		30.00		Sump		30.00	
	ckwater Check Valve		24.00		Urinal		18.00	
	thtub		18.00		Washer, Automatic, Standp	ipe	18.00	
	ntal Chair		18.00		Water Closet (toilet)		18.00	
	hwasher		18.00		Water Heater		18.00	
	nking Fountain		18.00		Water Distribution ½"		24.00	
	or Drain		18.00		Water Distribution 1"		30.00	
	rbage Disposal		18.00		Water Distribution 1½ – 2"		43.00	
	ease Trap		24.00		Water Distribution 2½"		49.00	
	midifier		18.00		Water Distribution 3"		62.00	
	Maker		18.00		Water Distribution 4"		68.00	
	undry Tray		18.00		Water Distribution Over 4"		81.00	
	dical Gas (Each System)		30.00		Water Treatment Device		37.00	
	dical Gas Vacuum Pump/Air Compr		43.00		Weeping Tile Trap & Inside	Drain	37.00	
	mp & Water Lift		30.00		Unlisted Fixtures/Item		30.00	
	of Sump		18.00					
	fe Waste		18.00					
	ower Trap		18.00		Minimum Permit fee		75.00	
	Cock/Hose Bib		18.00		Contractor registration		15.00	
Sin	k, Bar		30.00					
	k, Lav		18.00					
Sta	Stacks, Conductor, Vents, AAV 24.00							
**	f the Backflow Prevention Device serve	s a Fire Su	ppressio	n System	then a separate fire suppr	ession system per	mit is requ	uired
Homeowner Affidavit I hereby certify that the work described on this permit application shall be installed by myself in my own home in which I am living or about to occupy. All work shall be installed in accordance with the State of Michigan Building Code and shall not be enclosed, covered up or occupied until it has been inspected and approved. I will cooperate with the Building Inspector and assume all responsibility to arrange for necessary inspections.  Section 23a of the state construction code act of 1972, 1972PA 230, MCL 125.1523A, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential building or a residential structure.  Violators of Section 23a are subject to civil fines.								
Anı	plicant Signature							
י ירו	Homeowner's signature indicates compliance with homeowner's affidavit							

## Memorandum

**To:** Honorable John George, Village President; Village Council

From: Chris D. Wilson, Village Manager

**CC:** Kevin Lawrence, Public Services Director, Sheila McCarthy, Finance

Director

**Date:** 10/29/2021

Re: Village Local Road Concrete Replacement Change Order

Village Administration and our engineers have identified additional quantities of concrete replacement that can be done within the funds Council has budgeted for this work this year and are in need of replacement. The majority of this additional work is along White Oaks Trail. The contractor has agreed to do the approximately 700 square yards of work on the existing contract and at those contract prices.

The Village allocated \$500,000 for concrete replacement for this Fiscal Year. The contract amount as awarded was \$372,825. The estimated price for this additional work is \$50,548.50. This would bring the total contract price to \$423,373.50.

Village Administration has reviewed this proposal and believes it to be in the best interest of the Village to proceed with the additional work at this time.

RECOMMENDATION ... be it so resolved that the Village Council approve and authorize the Village Manager to execute Change Order No. 1 for the Village of Beverly Hills 2021 Concrete Patch Repair Program in the amount of \$50,548.50. Funds for this work are available in Fund #203-451-810.03.

#### VILLAGE OF BEVERLY HILLS 2021 CONCRETE PATCH REPAIR PROGRAM CHANGE ORDER NO. 1

Date: HRC Job No. 28-Oct-21 20210379

ENGINEER: OWNER: CONTRACTOR:

Hubbell, Roth & Clark, Inc. 555 Hulet Drive

Bloomfield Hills, Michigan 48303

Village of Beverly Hills 18500 Thirteen Mile Road Beverly Hills, Michigan 48025 Cipparrone Contracting, Inc. 30555 Southfield Rd., suite 250 Southfield, MI 48076

The Contractor is directed to make the following changes in the Contract Documents.

#### **CHANGE ORDER ITEM 1:**

Description:

WCD #1 Remove and replace pavement patches on White Oaks Dr as marked by the Village or the Village Engineer.

Reason for Change: Per the request of the Village

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
75	Mobilization, Max 5%	LS	1	\$820.00	\$820.00	
76	Color Audio-Video Route Survey	LS	1	\$240.00	\$240.00	
77	Pavt Repr, Rem, Special	Syd	701	\$14.00	\$9,814.00	
78	Pavt Repr, Nonreinf Conc, 7 inch, Special	Syd	701	\$43.00	\$30,143.00	
79	Subgrade Undercutting, Type II, Special (As Needed)	Cyd	95	\$20.50	\$1,947.50	
80	1" x 3" Crushed Concrete, Special (As Needed)	Ton	130	\$25.00	\$3,250.00	
81	Large Aperture Geogrid (As Needed)	Syd	290	\$4.50	\$1,305.00	
82	21AA Aggregate, Special (As Needed)	Ton	60	\$24.50	\$1,470.00	
83	Site Restoration	LS	1	\$575.00	\$575.00	
84	Soil Erosion and Sedimentation Control	LS	1	\$274.00	\$274.00	
85	Maintaining Traffic	LS	1	\$710.00	\$710.00	
86	Observation Crew Days	Days				

SUBTOTAL CHANGE ORDER NO. 1, ITEM NO. 1 \$50,548.50

#### TOTAL NET CHANGE for CHANGE ORDER NO. 1

Original Contract Price \$372,825.00

Total of previous change orders to date \$0.00

Current Contract Price adjusted by the previous Change Orders \$372,825.00

The Contract Price due to this Change Order will be \$50,548.50

The revised Contract Price including this Change Order \$423,373.50

Contract Agreement Date: \$0cober 11, 2021

Original Contract Completion Date: November 19, 2021

#### VILLAGE OF BEVERLY HILLS 2021 CONCRETE PATCH REPAIR PROGRAM CHANGE ORDER NO. 1

Date: 28-Oct-21 HRC Job No. 20210379

ENGINEER: Hubbell, Roth & Clark, Inc. 555 Hulet Drive Bloomfield Hills, Michigan 48303	OWNER: Village of Beverly Hills 18500 Thirteen Mile Road Beverly Hills, Michigan 48025	CONTRACTOR: Cipparrone Contracting, Inc. 30555 Southfield Rd., suite 250 Southfield, MI 48076
Authorized By:	Chris Wilson Village Manager, Village of Beverly Hills	Date:
Recommended By:	John Nagle, P.E. Staff Engineer, Hubbell, Roth & Clark, Inc.	Date:
Accepted By:	Giovanni D'Agostino Project Manager, Cipparrone Conctracting, Inc	Date:

## Memorandum

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

CC: Sheila McCarthy; Finance Director

From: Chris D. Wilson, Village Manager

**Date:** 10/29/2021

Re: Liability Insurance Renewal

On the agenda for Council to review and consider is the renewal of the Village's Liability Insurance Policy. This policy renews on November 1 of this year.

The terms of this policy are the same as the current policy: A self-insured retention of \$75,000 for liability and, for vehicle and physical damage a self-insured retention of \$15,000 per vehicle and \$30,000 per occurrence. The liability limit is \$10,000,000 with various other limits listed on page 3. There is also a stop loss policy that would limit all liability in any village fiscal year to \$150,000. The cost for retaining this stop-loss policy is \$4,753. The stop-loss policy is detailed on page 8.

The total cost for the liability policy for one year is \$136,266. This is a slight increase of our premium for last year of \$130,034. Our carrier, Michigan Municipal Risk Management Authority (MMRMA) is also requesting a contribution to our loss retention fund of \$40,000 upon renewal. The total premium, stop loss cost and retention fund contribution is \$181,019. With the contribution of \$40,000 to our loss retention fund the Village will have in excess of \$300,000 retained to cover loses.

Upon renewal, the Village will be eligible for a disbursement through MMRMA of \$82,184. Given the current strong position of our retention fund I am recommending that the disbursement amount be allocated back to the General Fund. Village Administration has reviewed the liability insurance renewal and recommends approval at this time.

**Suggested Resolution –** Resolve that the Village of Beverly Hills Council approve and authorize the Village Manager to sign the Michigan Municipal Risk Management Authority Liability and Property Insurance renewal effective November 1, 2021 through November 1, 2022 in the amount of \$181,019.00. Funds for these expenditures are available in accounts 101.248.910.00, 205.345.910.00, 205.346.910.00, 592.540.910.00.

# MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

Member: Village of Beverly Hills Proposal No: Q000013251

Date of Original Membership: November 1, 2000

Proposal Effective Dates: November 01, 2021 To November 01, 2022

Member Representative: Chris Wilson Telephone #: (248) 646-6404

Regional Risk Manager: Ibex Insurance Agency Telephone #: (248) 538-0470

#### A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **Village of Beverly Hills** (hereinafter "Member") is eligible to be a Member of MMRMA. **Village of Beverly Hills** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

**Village of Beverly Hills** is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

#### B. Member Obligation - Deductibles and Self Insured Retentions

**Village of Beverly Hills** is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **Village of Beverly Hills's** SIR and deductibles are as follows:

11/1/21 To 11/1/22 Page 1 of 8 Village of Beverly Hills

# Table I Member Deductibles and Self Insured Retentions

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	\$75,000 Per Occurrence
Vehicle Physical Damage	\$1,000 Per Vehicle	\$15,000 Per Vehicle \$30,000 Per Occurrence
Fire/EMS Replacement Cost	\$1,000 Per Occurrence	N/A
Property and Crime	\$1,000 Per Occurrence	N/A
Sewage System Overflow	N/A	\$75,000 Per Occurrence

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The Village of Beverly Hills is afforded all coverages provided by MMRMA, except as listed below:

- 1. Specialized Emergency Response Expense Recovery Coverage
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

**Village of Beverly Hills** agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

### C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

Table II
Limits of Coverage

Liability and Motor Vehicle Physical Damage		Limits of Coverag	je Per Occurrence	Annual	Annual Aggregate	
		Member	All Members	Member	All Members	
1	Liability	10,000,000	N/A	N/A	N/A	
2	Judicial Tenure	N/A	N/A	N/A	N/A	
3	Sewage System Overflows	500,000	N/A	500,000	N/A	
4	Volunteer Medical Payments	25,000	N/A	N/A	N/A	
5	First Aid	2,000	N/A	N/A	N/A	
6	Vehicle Physical Damage	1,500,000	N/A	N/A	N/A	
7	Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A	
	Uninsured/Underinsured Motorist Coverage (per occurrence)	250,000	N/A	N/A	N/A	
8	Michigan No-Fault	Per Statute	N/A	N/A	N/A	
9	Terrorism	5,000,000	N/A	N/A	5,000,000	

Property and Crime		Limits of Coverage Per Occurrence		Annual Aggregate	
	rioperty and onnie	Member	All Members	Member	All Members
1	Buildings and Personal Property	7,421,387	350,000,000	N/A	N/A
2	Personal Property in Transit	2,000,000	N/A	N/A	N/A
3	Unreported Property	5,000,000	N/A	N/A	N/A
4	Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5	Fine Arts	2,000,000	N/A	N/A	N/A
6	Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7	Money and Securities	1,000,000	N/A	N/A	N/A
8	Accounts Receivable	2,000,000	N/A	N/A	N/A
9	Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10	Fire and Emergency Vehicle Rental (12 week limit)	1,000 per week	N/A	N/A	N/A
11	Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12	Dam/Dam Structures/Lake Level Controls	250,000	N/A	N/A	N/A
13	Transformers	0	N/A	N/A	N/A
14	Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15	Marine Property	1,000,000	N/A	N/A	N/A
16	Other Covered Property	10,000	N/A	N/A	N/A
17	Income and Extra Expense	5,000,000	N/A	N/A	N/A
18	Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19	Faithful Performance	Per Statute	N/A	N/A	N/A
20	Earthquake	5,000,000	N/A	5,000,000	100,000,000
21	Flood	5,000,000	N/A	5,000,000	100,000,000
22	Terrorism	50,000,000	50,000,000	N/A	N/A

### Table III

Network and Information Security Liability, Media Injury Liability, Network Security Loss, Breach Mitigation Expense, PCI Assessments, Social Engineering Loss, Reward Coverage, Telecommunications Fraud Reimbursement.

	Limits of Coverage Per Occurrence/Claim	Deductible Per Occurrence/Claim		Retroactive Date
	\$5,000,000			
Coverage A  Nework and Information Security Liability: Regulatory Fines:	Each Claim Included in limit above Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
Coverage B Media Injury Liability	Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
Coverage C Network Security Loss Network Security Business Interruption Loss:	Each Unauthorized Access Included in limit above  Each Business Interruption Loss Included in limit above	\$25,000	Each Unauthorized Access Retention Period of 72 hours of Business Interruptoin Loss	Occurrence
Coverage D  Breach Mitigation Expense:	Each Unintentional Data Compromise Included in limit above	\$25,000	Each Unintentional Data Compromise	Occurrence

Coverage E PCI Assessments:	Each Payment Card Breach \$1,000,000 Occ./\$1,000,000 Agg. Included in limit above	\$25,000	Each Payment Card Breach	Occurrence
Coverage F  Social Engineering Loss:	Each Social Engineering Incident \$100,000 Occ./\$100,000 Agg Included in limit above	\$25,000	Each Social Engineering Incident	Occurrence
Coverage G Reward Coverage	Maximum of 50% of the Covered Claim or Loss; up to \$25,000 Included in Limit above		Not Applicable	Occurrence
Coverage H  Telecommunications Fraud Reimbursement	\$25,000 Included in limit above		Not Applicable	Occurrence

# Annual Aggregate Limit of Liability

## Member Aggregate All Members Aggregate

\$5,000,000	\$25,000,000

The total liability of MMRMA shall not exceed \$5,000,000 per Member Aggregate Limit of Liability for coverages A, B, C, D, E, F, G, and H, in any Coverage Period.

The total Liability of MMRMA and MCCRMA shall not exceed \$25,000,000 for All Members Combined Aggregate Limit of Liability for coverages A, B, C, D, E, F, G, and H, in any Coverage Period.

It is the intent of MMRMA that the coverage afforded under the Subjects of Coverage be mutually exclusive. If however, it is determined that more than one Subject of Coverage applies to one coverage event ensuing from a common nexus of fact, circumstance, situation, event, transaction, or cause, then the largest of the applicable Deductibles for the Subjects of Coverage will apply.

## Table IV

# **Specialized Emergency Response Expense Recovery Coverage**

# **Limits of Coverage**

Specialized Emergency Response	Limits of Coverag	e per Occurrence	Annual Aggregate	
Expense Recovery	Member	All Members	Member	All Members
	N/A	N/A	N/A	N/A

# Table V

# Specialized Emergency Response Expense Recovery Coverage

## **Deductibles**

Deductible per Occurrence		
Member		
N/A		

## D. Contribution for MMRMA Participation

Village of Beverly Hills

Period: November 01,

2021 Coverages per Member Coverage Overview: \$136,266

**To November 01, 2022** 

\$4,753 Stop Loss Coverage:

Member Loss Fund Deposit: \$40,000

TOTAL ANNUAL CONTRIBUTIONS: \$181,019

### E. List of Addenda

1. Stop Loss Program Participation Agreement

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By: Village of Beverly Hills	Proposal No: Q000013251	MMRMA
		Ch
Member Representative		MMRMA Representative
		10-25-2021
Date		Date

### **ADDENDUM**

# STOP LOSS PROGRAM PARTICIPATION AGREEMENT

# **Optional**

The Stop Loss Program limits the Member's cash payments during a July 1 - June 30 year for those costs falling within the Member's SIR. The Stop Loss Program responds only to cumulative Member SIR payments, including damages, indemnification, and allocated loss adjustment expenses, within a July 1 - June 30 calendar year. The paid costs include payments for any coverage provided to the Member by MMRMA provided that the costs are actually paid within the July 1 - June 30 period. On July 1 of each year, the Member's paid costs accumulate from zero.

If the Member has chosen to participate in the Stop Loss Program, and if the Member's paid costs exceed the member's entry point, the Stop Loss Program will pay, until July 1, all costs that would, in the absence of the Stop Loss Program, be paid from the Member's SIR. **Village of Beverly Hills's** entry point is \$150,000. Withdrawing Members do not participate in the Stop Loss Program after the date of withdrawal.

The Member agrees to be bound by MMRMA rules relating to the Stop Loss Program.

Accepted by:	
Member Representative	
Date:	
3.00	
_	
MMRMA ()	
Authorized Representative	
<u>'</u>	
Date: 10-25-2021	

Community: Village of Beverly Hills
Renewal period: Nov. 1, 2021 to Nov. 1, 2022

	<b>Total Contribution</b>	Fixed Costs	<b>Property Totals</b>	Stop Loss
Last Year	\$174,801	\$134,801	\$6,105,051	\$150,000
This Year	\$181,019	\$141,019	\$6,421,387	\$150,000
Total Change	\$6,218	\$6,218	\$316,336	\$0
% Change (+ -)	3.6%	4.6%	5.2%	0.0%

Notes: New MMRMA property adjuster, Tracey Cool, tcool@mmrma.org

# **RAP Grants:**

<u>Approved</u>	<u>Issued</u>	<u>Description</u>	<u>Amount</u>	<u>Comments</u>
5/11/06	6/8/09	Ready Buckle System	\$500	\$125 each
				50% up to \$10K (new)
5/28/08	3/27/12	In Car Cameras	\$13,000	& 1/3 up to \$3K
				(replace)
3/14/12		Tasers	\$4,000	50% up to \$4,000
3/17/15	8/17/15	Digital Camera & Securit	\$11,660	50% up to \$11,660
3/17/15	5/1/15	In Car Cameras	\$9,000	1/3 up to \$9,000
11/13/17	3/30/18	Tasers	\$5,000	\$500/unit up to \$5,000
3/15/19	5/10/19	Bumper Guard Project	\$305	50% up to \$304.55
5/14/19	6/10/19	NFPA Fire Inspector	\$1,950	75% up t \$1,950
3/6/20	4/15/20	Staff & Command Projec	\$4,875	75% up to \$4,875
6/1/21	7/30/21	Body Worn & In Car Can	\$13,500	\$13,500
				_

\$66,290

\$3,519	
\$8,064	
\$25,253	
\$15,804	
\$32,188	
\$49,026	PK
\$15,626	PK
\$38,113	LZ
\$54,745	PK
\$69,179	LZ
\$58,720	KE
\$85,057	LZ
\$89,819	LZ
\$112,154	KE
\$82,184	LZ
	\$8,064 \$25,253 \$15,804 \$32,188 \$49,026 \$15,626 \$38,113 \$54,745 \$69,179 \$58,720 \$85,057 \$89,819 \$112,154

\$739,451



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

Chris Wilson, Village Manager

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

**Subject:** Announcement of a Zoning Board of Appeals Vacancy

**Date:** October 28, 2021

There is a full-member vacancy on the Board for a partial term ending June 30, 2023.

The ZBA meets the second Monday of the month at 7:30 p.m. as necessary. The ZBA hears appeals of applicants who request exceptions from or official interpretations of the Zoning Ordinance. Members must decide whether or not a physical hardship or practical difficulty exists which justifies the granting of a variance.

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

Applications are due Wednesday, December 1, 2021.

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

# VILLAGE MANAGER'S REPORT CHRIS D. WILSON OCTOBER 29, 2021

Planning and Zoning Administrator Position – As Council is aware, Mark Lloyd has resigned his position as Planning and Zoning Administrator effective November 5<sup>th</sup>. In consultation with the Personnel Committee, I will be appointing current Building Dept. Clerk Carissa Brown to this position on an interim basis as of Monday, November 8<sup>th</sup>. As I am leaving at the end of November it would be best to allow a new Village Manager to determine how to proceed with this position. Ms. Brown is agreeable to accept the position and understands that it is on an interim basis. Should a different individual be hired to fill this position in the future, Carissa will return to her current position. I am confident that Carissa will perform well in this position. Village Administration is working with Safebuilt to bring in a clerical employee on a temporary basis to assume the duties Carissa is currently performing. We wish Mr. Lloyd the best in his new position as Township Manager in Northfield Township.

American Rescue Plan Act (ARPA) Funds – The Village has received confirmation that our ARPA application has been received and approved. The Village will be receiving \$1,083,529 through the ARPA program. We will receive half of those funds in the next thirty (30) days, with the remainder of the funds coming approximately twelve (12) months later. Finance Director McCarthy has established a separate fund, Fund 257, to account for these funds. The Village will be required to submit our first Project and Expenditure Report by April 30 of next year. The content that will be required in that report is not known at this time. Village Administration will continue to monitor this. Finance Director McCarthy participated in a seminar with the Michigan Department of Treasury regarding guidelines for use of these ARPA funds. Treasury provided a list of four (4) allowable uses of these funds. I have included a brief summary of these categories for your review. Village Administration and Council will need to, prior to the April 30 report date, establish a plan for the allocation of these funds.

**FY 2020-21 Audit** – The annual audit presentation will be conducted at the regular meeting of Tuesday, November 16<sup>th</sup>. This is later than the normal audit presentation, primarily due to the extra work required by the federally funded 13 Mile Rd. project, for which the Village was the lead agency. Village Administration has reviewed the audit figures and found them to be in order and in line with expectations.

**Coat Drive –** The Village of Beverly Hills will be serving as a drop off location for the Oakland County Sherriff's annual Coat Drive. A drop box will be located in the Village Hall. The Coat Drive will run from November 1 – November 30.

**Village Hall Generator –** Village Administration has been able to obtain two quotes for the installation of a generator to operate Village Hall in the case of a power outage. The lower of the two bids was \$68,000. This would be with the same firm that Southfield Township is using to install their generator. This price is in line with a quote the Village received a few years ago and with the most recent generator purchased for the Public Safety Building. There will be a couple of months lead time to obtain a generator for installation. If Council does not object, I will move forward and bring the quote before Council for your review and consideration.

**Veterans Day –** Village and Township offices will be closed on Thursday, November 11<sup>th</sup> in observance of Veterans Day.

# 

Assessing whether a program or service "responds to" the COVID-19 public health emergency requires the recipient to, first, identify a need or negative impact of the COVID-19 public health emergency and, second, identify how the program, service, or other intervention addresses the identified need or impact.

Source: Interim Final Rule — II. Eligible Uses, A. Public Heath and Economic Impacts

# Payments:

# Allowable Payment:

- Eligible workers are those: "...needed to maintain continuity of operations of essential critical infrastructure..."
- Additional pay up to \$13/hour for all work.
- May not exceed \$25,000/person
- Can not reduce or substitute normal earnings
- Justification required if workers pay will be above 150% state or county average annual wage
- Retroactive pay allowed

# Aloxable Cse #3:

ROYONLO LOSS

# How can you use these funds?

# "Government Services"

- Maintenance or new infrastructure, such as roads
- Health services
- Environmental remediation
- Police, fire, and other public safety services

# MXCICARS

- Issuance of new debt or payment of outstanding debt
- Reserves
- Paying settlements/judgements

# Revenue Use #3: Revenue Use #3:

# Own source revenue

# 

- Taxes, current charges, rentals, miscellaneous revenues
- All revenue streams (i.e. entity-wide FAQ 3.14)
- Other Government Transfers (i.e., revenue sharing)

# mxcludes

- Federal Transfers (including CRF)
- Utilities (water supply, electric power, gas supply, and public mass transit systems) FAQ 3.15
- Refunds
- Correcting transactions,
- Proceeds issuance of debt
- Sale of investments

# Alowable Use #4:

# 

# Water and Sewer (FAQ 6.1 to 6.4)

# Clean Water State Revolving Fund (CWSRF)

- "construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution"
- and climate change Includes Stormwater, cybersecurity, green infrastructure

# Drinking Water State Revolving Fund (DWSRF)

- lead service lines" distribution, and storage systems, including replacement of "building or upgrading facilities and transmission,
- Includes consolidation, cybersecurity, and climate change

# date) Additional Reporting (additional guidance at later

Funds" and broadband projects undertaken with Fiscal Recovery "workforce plans and practices related to water, sewer,

# Plowable Use #4:

# Trastructure

# Broadband

# **Unserved or Underserved**

Less than - download 25 Mbps and upload 3 Mbps

# Required level

- 100 Mbps symmetrical upload/download
- Exception for lower speed due to geography, or excessive costs

# U. SCONON

interim rules for the American Rescue Plan Act. The U.S. Department of Treasury has issued

These rules are subject to change

solely intended for general reference and is not comprehensive or final information. The information provided during this webinar is

All units that accept Local Fiscal Recovery Funds are responsible for being audited by U.S. reasury.

It is recommended that local governments review all guidance from federal Treasury and contact their legal counsel and auditor for your specific situation

# Beverly Hills Public Safety Activity Report

Oct. 14-28, 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/defau
   lt.aspx
   https://oaklandcountyvaccine.com

Please remember to slow down as school is back in session. The crossing guards are out there too. Kudos to them and all that make this a safe community.

# o CALLS FOR SERVICE

- 240 Calls for Service.
- 110 Tickets issued.
- 11 Arrests:
- Extra Patrol at Beverly School for drop off.
- Medical on Southfield Road.
- Suspicious Person at Southfield and Beverly.
- Extra Patrol at Market Fresh Center.
- Vehicle Lockout on 13 Mile.
- Extra Patrol at Beverly School pick up.
- Traffic Accident on 13 Mile.
- Lost dog returned to owner on Beechwood.
- Alarm on Chelton Drive.

- Parole Absconder taken into custody at Southfield and 14 Mile without incident. Additional narcotic charges pending.
- Medical at Mission Point.
- Extra Patrol at Berkshire School after hours.
- Area Check in Nottingham Sub.
- Extra Patrol in Beverly Park after hours.
- Operation Medicine Cabinet.
- Medical on Greenfield.
- Wild Turkey Complaint at Southfield and 13 Mile.
- Traffic Accident on 13 Mile.
- Informational Report on 13 Mile.
- Suspicious Person on Bellvine Trail.
- Medical on Locherbie.
- Beverly Park checks.
- Fire Truck Checks at the station.
- Medical on 13 Mile Road.
- PR Fire Truck brought to block party in sub.
- Motorist Assist on Southfield.
- Traffic Detail on Greenfield.
- Driving Without a License (never applied) arrested without incident at 13 Mile and evergreen.
- Extra Patrol in Beverly Park after hours.
- Radar Detail at 14 Mile and Southfield.
- Extra Patrol in Bellvine trail Sub.
- Misdemeanor Warrant Arrest taken into custody without incident at 13 Mile and Southfield.
- Extra Patrol in Churchill Sub.
- Lift Assist on Riverside Drive.
- Medical on Marguerite.
- Vehicle Lockout on Georgina Street.
- Parking Complaint on Buckingham.
- Extra Patrol at Beverly School at drop off.
- Driving While License Suspended Arrest taken into custody without incident at 13 Mile and Evergreen.
- Alarm on Churchill Drive.
- Extra Patrol at Beverly School for pick up.
- Extra Patrol at Greenfield School for pick up.
- Road Hazard removed from 13 Mile.
- Animal Complaint on Kirkshire.
- Traffic Accident on Southfield.
- Installed Knox Box on Camelot Court.
- Radar Detail on Lahser and Riverview.
- Locked up Beverly Park.

- Driving Without a License arrest taken into custody without incident at 13 Mile and Southfield.
- Hospice Death on Riverview Court.
- Radar Detail on Pierce and 14 Mile.
- Found Bicycle on Waltham and Evergreen.
- Extra Patrol in Huntley Square Apartments.
- Extra Patrol at Beverly School for drop off.
- Extra Patrol at Greenfield School for drop off.
- Traffic Accident at Greenfield and Beverly.
- Extra Patrol at Beverly School for pick up.
- Extra Patrol at Greenfield School for pick up.
- Parking Complaint at Chelsea and Riverside.
- Alarm on Greenfield Road.
- Wild Turkey Complaint on Southfield and 13 Mile.
- Motorist Assist on Greenfield Road.
- Improper License Plate Confiscated on Lahser.
- Radar Detail on Lahser.
- Radar Detail on 14 Mile and Pierce.
- Beverly Park closed down.
- Suspicious Vehicle on Evergreen Road.
- Suspicious Person on Sheridan.
- Traffic Accident on Lahser and Village Pines.
- Found Bicycle on Dunblaine.
- Extra Patrol at Market Fresh shopping Center.
- Road Hazard Cleared on 14 Mile.
- Extra Patrol at Beverly School during pick up.
- Traffic Accident on Southfield and Kinross.
- Extra Patrol in the T.J.MAXX complex.
- Animal Complaint on Sunnyslope.
- Suspicious Person on Cline Street.
- Suspicious Person on Saxon Drive.
- Injury Accident on Southfield and 13 Mile.
- Beverly Park Closed down.
- Lift Assist on Lauderdale.
- Radar Detail on 13 Mile.
- Radar Detail on 14 Mile and Southfield.
- Alarm on Nottingham.
- Welfare Check on Lauderdale.
- Operation Medicine Cabinet at the station.
- Medical on 14 Mile Road.
- Medical on Rivers Edge Court.
- Wires Down on Evergreen Road.
- Traffic Accident on 13 Mile and Southfield.
- Lift Assist on Beverly Road.

- Radar Detail on 14 Mile Road.
- Extra Patrol of Corners Shopping Center.
- Child Car Seat Installation at the station.
- Driving While License Suspended Arrest taken into custody without incident.
- Beverly Park Closed down.
- Family Trouble on Riverview Drive.
- Radar Detail on 14 Mile and Southfield.
- Stolen Auto Report on Madoline. Car recovered.
- Extra Patrol at Beverly School for drop off.
- Road Hazard removed on 13 Mile and Southfield.
- Alarm on Riverbank.
- Alarm on Birwood.
- Operation Medicine Cabinet.
- Extra Patrol at Beverly School for pick up.
- Extra Patrol at Greenfield School for pick up.
- Parking Complaint on Kirkshire.
- School Liaison at Groves High School Football.
- Juvenile Complaint on east Valley Woods.
- · Beverly Park closed for the night.
- Suspicious Vehicle on 14 Mile and Lahser.
- Alarm on Southfield.
- Open garage door found on Beverly.
- Radar Detail on Pierce and 14 Mile.
- Suspicious Persons on Riverside.
- Radar Detail on Beverly Sheridan.
- Traffic enforcement on Pierce and 13 Mile.
- Assist Citizen on Kirkshire.
- Suspicious Person on Birwood.
- Welfare Check on Madoline.
- Operation Medicine Cabinet at the station.
- Halloween Hoot Detail.
- Lift Assist on McKenzie Court.
- Alarm on Sheridan.
- Traffic enforcement on Southfield and Beverly.
- Fire Alarm on Sylvan Court.
- Assist Motorist on Birwood.
- Medical on Shagbark.
- Medical on Beverly Court.
- Found Dog on Buckingham.
- Smoke Investigation at Southfield and Birwood.
- Fire truck checks at the station.
- Medical on Nixon.
- Welfare Check on Reedmere.

- Loose dogs on 14 Mile Road.
- Traffic Accident on Southfield and 13 Mile.
- Hospice Death at Mission Point.
- Beverly Park Closed for the night.
- Extra Patrol in Huntley Square.
- Beverly School drop off.
- Citizen Assist on Breezewood.
- Extra Patrol at Market Fresh Center.
- Medical on 13 Mile.
- Operation Medicine Cabinet at station.
- Assist Motorist on Evergreen.
- · Wires Down on Sheridan.
- Extra Patrol at Beverly School.
- Crime Prevention at T.J.MAXX shopping Center.
- Medical on Kirkshire.
- Suspicious Person in Huntley Square Apartments.
- Extra Patrol in the area of Pierce and Madoline.
- Extra Patrol at Beverly School after hours.
- Hit and Run Accident on 13 Mile and Southfield.
- Driving While License Suspended Arrest without incident on Southfield.
- Extra Patrol in the Nottingham Sub.
- Extra Patrol at Berkshire School after hours.
- Extra Patrol at Queen of Martyrs School after hours.
- Beverly School morning drop off.
- Vehicle Lockout on Fairfax.
- Abandoned Vehicle on Southfield and Beverly.
- Operation Medicine Cabinet at station.
- Medical on Kirkshire.
- Lift Assist on McKenzie Court.
- Welfare Check on Buckingham.
- Driving While License Suspended arrest without incident on Southfield and Beverly.
- Suspicious Circumstance on Waltham Court.
- Suspicious Vehicle on Bedford Street.
- Beverly Park Closed for the night.
- Radar Detail on 13 Mile.
- Hospice Death on Robinhood.
- Animal Complaint on Lahser and Hilltop.
- Suspicious Circumstances on Shagbark.
- Driving While License Suspended Arrest without incident on 14 Mile near Woodward.
- Citizen Assist on Lauderdale.
- Suspicious Person on 13 Mile and Wendbrook.

- Medical on Orcutt Court.
- Reckless Driving Stafford and Lahser.
- Vehicle Lockout on 13 Mile.
- Medical on Hillcrest.
- Civil Matter Assist Citizen on Reedmere.
- Assist DPW with Fire Hydrant on 13 Mile.
- Alarm on Eastlady.
- Welfare Check on Sylvan Lane.
- Radar Detail on Lahser and Old Orchard.
- Driving While License Suspended arrest without incident on Lahser Road.
- Radar Detail on Lahser and Riverview.
- Animal Complaint on Hilltop and Lahser.
- Open Building on Waltham.
- Open Building on Beverly.
- Deer Removal from Lahser.

## **DETECTIVE REPORTS**

- CFS Closed and Reviewed-246
- Followed and reviewed cases, of which 8 were closed
- 2 Drunk driving Citations written.
- SLO attended Groves Football game.
- Sent Larceny Case to Oakland County Prosecutor.
- Closed PIA Crash report.
- Sent mask mandate case to Oakland County Pro and Oakland County Health Department-Review.
- Prisoner transport to Oakland County jail.
- Received warrant on UDAA-2019 case.
- Recovered stolen vehicle in Detroit.
- 46th District online Traffic court.
- Subpoena request to Amazon.
- Received Subpoena information on ID Theft case.
- Set up Counterfeit Detection Seminar on 11/17/2021 through US Secret Service.
- Investigate potential fraud/Civil Matter.

### FIRE MARSHAL AND MEDICAL REPORTS

- 39 Fire/EMS reports reviewed.
- 12 Fire training hours entered into ISO records.

- 16 EMS training hours entered into continuing education records.
- Supervise Platoon 3 and 4.
- Bi-Weekly NFIRS data export uploaded to FEMA.
- Attend CLEMIS Advisory Committee and present quarterly Fire Governance update.
- Attend monthly Mutual Aid Box Alarm System meeting
- Attend monthly South Oakland Fire Association Meeting.
- Attend Wednesday Wrap hosted by the State Fire Marshal.
- Prepare Oakland County Medical Control Authority 2021 Letter of Compliance to our Base Hospital Medical Control Physician for review and approval
- Elderly/Infirmed Program residential Knox Box installed on Camelot Court.
- Review draft Oakland County Training Committee By-Laws.
- Complete and order the Partner Agencies Purchasing Committee FEMA Assistance to Firefighters Grant (AFG) project to the selected vendor.

# One-ring" cell phone scam can ding your wallet

Consumer Education Specialist

Who's calling now? That number doesn't ring a bell. Hold the phone, says the Federal Trade Commission. You could be a potential victim of the growing "one-ring" cell phone scam.

Here's how it works: Scammers are using auto-dialers to call cell phone numbers across the country. Scammers let the phone ring once — just enough for a missed call message to pop up.

The scammers hope you'll call back, either because you believe a legitimate call was cut off, or you will be curious about who called. If you do, chances are you'll hear something like, "Hello. You've reached the operator, please hold." All the while, you're getting slammed with some hefty charges — a per-minute charge on top of an

international rate. The calls are from phone numbers with three-digit area codes that look like they're from inside the U.S., but actually are associated with international phone numbers — often in the Caribbean. The area codes include: 268, 284, 473, 664, 649, 767, 809, 829, 849 and 876.

If you get a call like this, don't pick it up and don't call the number back. There's no danger in getting the call: the danger is in calling back and racking up a whopping bill.

If you're tempted to call back, do yourself a favor and check the number through online directories first. They can tell you where the phone number is registered.

If you've been a victim of the "one-ring" scam, try to resolve the charges with your cell phone carrier. If that doesn't work, file a complaint with the Federal Trade Commission and the Federal Communications Commission.

And as a general rule: Read your phone bill often — line by line. If you don't recognize or understand a charge, contact your carrier.



Sheriff Michael J. Bouchard

# COAT DRIVE!

Sponsored By:









Coat Drive Runs from November 1st through November 30th





October 26, 2021 DR-4607-MI NR-36

FEMA News Desk: 312-408-4455, FEMA-R5-news-desk@fema.dhs.gov

EMHSD contact: Bailey Wilkins, 517-242-3748

# **News Release**

# FEMA Funds May Help Homes Damaged by the June Flooding

**Detroit** – FEMA's Individuals and Households Program (IHP) has a new category of funds for qualified individuals and families with homes damaged by the June 25 and 26 flooding. The funds encourage homeowners to take steps now to protect their property, reducing the likelihood of future disaster damage to their homes.

"Time and time again FEMA has seen tangible results with programs that help reduce risk and protect property from future disasters," said Federal Coordinating Officer Scott Burgess, who oversees FEMA's response and recovery efforts in southeast Michigan. "That's why our agency has invested in this new kind of home repair assistance for homeowners and families. The program will help protect their homes against future disasters."

Homeowners who apply for disaster assistance and are eligible for IHP assistance may receive additional funds from FEMA for specific mitigation measures. These funds will be provided within the award amount for homeowners determined eligible for Home Repair Assistance from FEMA. Authority for this assistance comes from the Robert T. Stafford Disaster Relief and Emergency Act.

The funds can be used for the following types of mitigation measures:

- Repair a roof to withstand higher winds and to help prevent water infiltration
- Elevate a water heater or a furnace to avoid future flood damage
- Move or elevate an electrical panel to avoid future flood damage

### The funds are available for:

- owner-occupied, primary residences damaged by the June 25-26 flooding.
- use for specific damaged items that were present and functional in the home *prior* to the disaster and were then damaged by the disaster.

As of Oct. 19, FEMA has approved more than \$10.4 million in funding under this program to 35,530 qualified applicants.

### **How the Program Works**

After they apply for disaster assistance, applicants will be informed if they qualify for disaster assistance and if that assistance includes funds for home-mitigation measures. The amount of assistance is subject to the Stafford Act limit for Housing Assistance, which is \$37,500 for FY2022.

Applicants with questions should talk with a FEMA representative before proceeding. They can either:

• Call FEMA toll-free at **800-621-3362** (including **711** or Video Relay). TTY users can call **800-462-7585**. The phone numbers are open **7 a.m.** to **11 p.m.** EDT, seven days a week. Multilingual operators are available. Press

2 for Spanish. Press 3 for Arabic and other languages.

- Visit a Disaster Recovery Center. To find the location, the open hours and more information about any center anywhere, visit <u>FEMA's Disaster Recovery Center Locator</u> or text *DRC* and your *ZIP code* to **43362**. (Example: DRC **01234**.) Standard text message rates apply.
  - o State of Michigan-FEMA Disaster Recovery Centers are in Wayne and Macomb counties.

For more details about the actions eligible for funding as well as additional information, see this downloadable <a href="mailto:fema.gov/Hazard Mitigation Under the Individuals and Households Program">fema.gov/Hazard Mitigation Under the Individuals and Households Program</a> Fact Sheet. Also, talk to a FEMA representative **before** starting any work.

For more information about Michigan's recovery, visit <u>fema.gov/disaster/4607</u>. FEMA assistance is currently available to residents in Oakland, Macomb, Washtenaw and Wayne counties. The deadline for individuals to apply for disaster assistance is **Nov. 12, 2021**.

###

Disaster recovery assistance is available without regard to race, color, religion, nationality, sex, age, disability, English proficiency, or economic status. Reasonable accommodations, including translation and American Sign Language interpreters via Video Relay Service, will be available to ensure effective communication with applicants with limited English proficiency, disabilities, and access and functional needs. If you or someone you know has been discriminated against, call FEMA toll-free at 800-621-3362 (including 711 or Video Relay). If you are deaf, hard of hearing or have a speech disability and use a TTY, call 800-462-7585.

FEMA's mission is helping people before, during, and after disasters. <a href="mailto:fema.gov/disaster/4607">fema.gov/disaster/4607</a>
<a href="mailto:twitter.com/femaregion5">twitter.com/femaregion5</a>