

Village of Beverly Hills
Regular Village Council Meeting
Tuesday, September 6, 2022

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

Zoom link: <https://us02web.zoom.us/j/89504372615>

Meeting ID: 895 0437 2615

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

Special Order of Business: Introduction of New Department of Public Works Director, Neil Johnston

Consent Agenda

1. Review and consider approval of **minutes** of a regular Council meeting held August 16, 2022.
2. Review and file **bills** recapped as of Monday, August 29, 2022.
3. Review and consider **resolution** setting 2023 Village Council meeting dates.
4. Review and consider Tie Michigan Teal's **request** to tie ribbons at Beverly Park in September.
5. Review and consider Baldwin Public Library's **request** to waive pavilion rental fees for Outdoor Story Time on October 15, 2022.
6. Review and consider Beverly Hills Lions Club's **request** to waive pavilion rental fees for their Fall Festival on October 9, 2022.
7. Review and consider Village Woman's Club of Beverly Hills' **request** to waive pavilion rental fees for their annual meeting on October 5, 2022.
8. Review and consider final **payment** for Beverly Park Pathway Improvements Project to JSS Macomb LLC.

Business Agenda

1. Review and consider awarding 2023 Village **calendar bid** to Indiana Printing & Publishing Co.
2. Review and consider accepting FEMA Assistance to Firefighters **Grant** #EMW-2021-FG-10019.
3. Review and consider **Agreement** for Local Fiscal Recovery Fund Distribution with Oakland County.
4. Review and consider Parks & Recreation Board's **recommendation** to repair Beverly Park pavilion chimneys.
5. Review and consider Parks & Recreation Board's **recommendation** to approve invasive species maintenance proposal from GEI Consultants of Michigan.
6. Review and consider **proposal** to approve roof work on Village Hall by Royal Roofing Co.

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.

7. Review and consider **proposal** for painting of Village Street lines by Road Commission for Oakland County subcontractor, PK Contracting.
8. Review and consider SMART Municipal Credit and Community Credit **Contract** for FY 2023.
9. Review and consider **resolution** appointing Annual MERS Conference representative and alternate.
10. Review and consider bridge inspection **proposal** from Hubbell, Roth, and Clark, Inc.

Public Comments

Manager's **report**

Council comments

Closed Session to discuss collective bargaining agreement negotiations.

Adjournment

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

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

REGULAR COUNCIL MEETING MINUTES – AUGUST 16, 2022 – PAGE 1

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

Absent: Kecskemeti

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

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

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Motion passed.

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

David Tobaben, Orchard Way, commented about Beverly Park and buckthorn. He suggested employing more Park Rangers or creating a larger volunteer organization to help maintain Beverly Park. He said it is easy to complain, but people must step up and do something to resolve issues. He and his wife volunteered to clean up the flower bed near Beverly Road and he said he would attend the next Parks & Recreation Board meeting.

CONSENT AGENDA

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

1. Review and consider approval of minutes of a regular Council meeting held August 3, 2022.
2. Review and consider approval of minutes of a Closed Session Council meeting held August 3, 2022.
3. Review and file bills recapped as of Monday, August 15, 2022.

Roll Call Vote:

Motion passed (6-0)

BUSINESS AGENDA

REVIEW AND CONSIDER APPROVAL OF BIRMINGHAM YOUTH ASSISTANCE’S VOLUNTEERS FOR FY 2022-2023

Campbell provided an overview. The Birmingham Youth Assistance forwarded a letter to the Council President and the Administration requesting approval from the Council for the list of 2022-2023 Youth Assistance Volunteers. The Council's approval is required to adhere to County Protocol.

Motion by Hrydziusko, second by Mooney, be it resolved, the Beverly Hills Village Council has no objections and approves the individuals listed in the Birmingham Youth

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

Assistance's letter to the Council President dated July 1, 2022 to serve as volunteers for Birmingham Youth Assistance in fiscal year 2022-2023.

Motion passed.

DISCUSS BIRMINGHAM COUNTRY CLUB'S PROPOSED EXPANSION OF PICKLEBALL COURTS ALONG SAXON DRIVE

George provided an overview and stated that a resolution had been prepared by a resident this week, but there was not adequate timing for Council to digest the content prior to this meeting, so he thought a discussion item would be more appropriate. He also noted that there is enough time before the next Bloomfield Township meeting, should the Village Council wish to act.

Campbell provided an overview and context regarding a proposed pickleball court expansion at the Birmingham Country Club. He gave background information from the original expansion in 2016. Several Beverly Hills residents on Saxon Drive and the surrounding area have reported that the Club has not lived up to their word from the first expansion and they are not in favor of another expansion. There have been complaints about noise and parking. He recapped the Bloomfield Township June Planning Commission meeting which he and several residents attended. He noted the expansion would require a variance.

Abboud asked if there was another area at the Country Club where the courts could be placed.

The Council discussed parking and traffic concerns.

Council discussed how a resolution would be received by Bloomfield Township.

Mooney noted that passing a resolution could have unintended consequences, but there are options within the Village of Beverly Hills' jurisdiction that could remedy some of the residents' concerns. He suggested posting "no parking" signs or creating permitted parking in the area.

Peddie stated that she would support a resolution that supports Village residents. She is concerned about the neighbors' quality of life.

Peter Webster, Balmoral, stated that he understands there must be respectfulness in communication between the municipalities. He believes the Club is going against their previous promises. He would like them to deliver studies on noise modeling, traffic, drainage, and parking as they said they would do. He noted that the City of Birmingham would have a similar item on their upcoming agenda. He voiced concerns about speeding and noise and said that 100 people have signed the petition against the expansion.

Chris Sarver, Saxon, said she lives across from the tennis/pickleball courts and can hear it all day and night. She said the warming hut is used for parties and people park on her lawn. She said she plays pickleball and is not against the sport, but she is against the expansion.

Molly Drake, Riverside, agreed with the two previous speakers and appreciates the Beverly Hills Village Council taking this item into consideration. She liked the parking restrictions suggestion. She was concerned about Board change over and institutional knowledge that is lost. She is looking to the Council to support the Village residents' best interests.

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Susan Randall, Saxon, Birmingham, thanked Council for their support. She noted a similar item will be on the City of Birmingham's August 29 meeting agenda. She expressed concern about constant noise and increased traffic. She said it is becoming a nuisance for the neighborhood.

Teresa Dooley, Wentworth, inquired about the Club's forecast on pickleball participation. She said it is the fastest growing sport and does not think the Club has an adequate plan.

George stated that the Council should draft a formal statement, but acknowledged that it may not have an impact on the Township Board's decision. He agreed that alternative parking options should be considered.

Both Hrydziusko and Abboud commented that they, too, live near athletic courts and can sympathize with the residents regarding noise complaints. They were both in support of the residents and encouraged them to keep moving forward.

George stated that it was the sense of Council to ask Administration to investigate the Village right of way and parking options on Saxon. Additionally, Council is to consider its tone and how to socialize this item with the Township and the Club.

O'Gorman commented that he has heard three consistent complaints about this issue: parking, traffic/speeding, and sound/noise. He said there is a range of methods to address sound reduction. He thanked the residents for coming out to voice their concerns.

George stated that the Council is to provide feedback on the proposed resolution. He thanked everyone for coming to the meeting.

PUBLIC COMMENTS

None.

MANAGER'S REPORT

Staff Updating – On August 11, 2022, the Village hired a new, permanent Public Works Director, Neil Johnston. Mr. Johnston has over 13 years of experience of public works experience in the City of Clawson and City of Grosse Pointe. More specifically, for two plus years, Mr. Johnston has been the Public Service Supervisor in Grosse Pointe, overseeing the Water and Sewer System as well as the Parks and Recreation Department. He is a certified arborist and S-2 Waterworks System Operator. He also serves as a Captain for Clawson's Volunteer Fire Department. Mr. Johnston will start working with the Village in mid-September. The Planning and Zoning Administrator position will be posted next week.

Safest City Award - The Village has been notified by the organization Safewise that Beverly Hills ranks as the 31st safest community in Michigan. This ranking is up from 36th last year. Beverly Hills has also received the following recognitions:

- #7 Best Place to Raise a Family - Niche
- #7 Best Suburb to Buy a House in Michigan – Niche
- Top 5 Safest Cities in Michigan (#4) – alarm.com

Office Closed/Trash Schedule – Village offices will be closed on Monday, September 5th in observance of Labor Day. Trash collection will be moved back one day for that week.

Movie Night in Beverly Park – The annual movie night in the Park will be on Thursday, August 18th. The movie will be *Sing 2*. Residents are encouraged to bring their own blankets and chairs. The Village would like to thank Birmingham Public Schools Early Learning for providing refreshments for the event. The show will start at dusk.

ARPA – EGLE approved the proposed Marguerite and Hummel ARPA project.

COUNCIL COMMENTS

O’Gorman stated that he has been a soccer coach for 20 years and one of his player’s parents was a recent victim of gun violence. He inquired what the Council can do to address gun violence. He said this recent act has affected him in a way he did not anticipate and explained that is why he missed the last Council meeting.

Abboud stated the SEMCOG’s regional review committee meeting is August 31. He mentioned criteria for a Carbon Reduction Program. The Elected Officials Academy Board of Directors will be discussing the bylaws at an upcoming meeting. He requested to revisit a memorial tree for Jonathan Aylward and encouraged everyone to look into the Edible Trails Project.

Mooney thanked residents for coming to this meeting. He stated the garden that Tobaben was referring to at Beverly Park during Public Comment was originally placed there by the Garden Club. He appreciates the Tobabens volunteering to help. He suggested digging a ditch along Saxon. He expressed condolences to O’Gorman.

Hrydziuszko stated that the next Java & Jazz event is on Sunday, August 21st. She said the Parks & Recreation Board and Administration are working on the 5-Year Recreation Plan. She noted that the pandemic and buckthorn eradication has slowed down the progress of reforestation at Beverly Park. She said she took the position on Council to do what she can to serve the residents and can feel helpless when it comes to major issues such as gun violence. She said if there is an opportunity for Council to do something about it, then they should, even if it is just being a squeaky wheel.

George stated that the Java & Jazz event makes for a delightful atmosphere at Beverly Park. He noted the 5 Year Parks & Recreation Plan is under review and this is a good time for residents to talk to the Parks & Recreation Board. He hopes that the new Public Services Director has some experience with speed control since the concern has come up several times. He reminded everyone that 14 Mile Road is closed traveling westbound and asked people to please pay attention to the traffic signs. He suggested increasing signage and Public Safety presence around 14 Mile Road. He announced that the Village received the Oakland County Infrastructure Planning Grant and more information will be forthcoming at the next meeting.

ADJOURNMENT:

Motion by Mooney, second by Abboud, to adjourn the meeting at 8:47 p.m.

Motion passed.

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

John George
Council President

Kristin Rutkowski
Village Clerk



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 08/16/2022 THROUGH 08/29/2022.

ACCOUNT TOTALS:

101	GENERAL FUND	\$77,988.98
202	MAJOR ROAD FUND	\$27,774.51
203	LOCAL STREET FUND	\$19,921.76
205	PUBLIC SAFETY DEPARTMENT FUND	\$114,400.17
208	PARK IMPROVEMENT FUND	\$451.61
268	LIBRARY	\$135,985.00
285	RETIREE HEALTH CARE FUND	\$7,045.87
287	ARPA Funds	\$5,860.23
592	WATER/SEWER OPERATION FUND	\$176,791.15
	TOTAL	<u>\$566,219.28</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$566,219.28</u>
	GRAND TOTAL	<u><u>\$566,219.28</u></u>

08/26/2022 01:37 PM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 08/16/2022 - 08/29/2022

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank ARPA COMERICA - ARPA FUNDS					
08/29/2022	ARPA	2	08500	HUBBELL ROTH & CLARK INC	5,860.23
ARPA TOTALS:					
Total of 1 Checks:					5,860.23
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					5,860.23
Bank COM COMERICA					
08/29/2022	COM	85850	58731	ADVANCED SECURITY & FIRE	96.00
08/29/2022	COM	85851	51160	ALLIANCE MOBILE HEALTH	740.00
08/29/2022	COM	85852	60217	AMAZON CAPITAL SERVICES	214.94
08/29/2022	COM	85853	59125	APPRIVER, LLC	3,822.00
08/29/2022	COM	85854	51802	ARROW OFFICE SUPPLY CO.	317.08
08/29/2022	COM	85855	02100	BALDWIN PUBLIC LIBRARY	135,985.00
08/29/2022	COM	85856	49630	BEATA LAMPARSKI	250.00
08/29/2022	COM	85857	51409	BEVERLY HILLS ACE	320.62
08/29/2022	COM	85858	30861	BLUE CARE NETWORK	63,893.49
08/29/2022	COM	85859	52071	BLUE CROSS BLUE SHIELD	35,044.35
08/29/2022	COM	85860	60718	CAHOOTS STUDIOS	265.60
08/29/2022	COM	85861	59347	CINTAS CORPORATION #31	156.97
08/29/2022	COM	85862	31925	COALITION OF PUBLIC SAFETY	17,627.74
08/29/2022	COM	85863	04500	COMEAU EQUIPMENT CO INC.	27,058.44
08/29/2022	COM	85864	60443	DAVID KACHEL	250.00
08/29/2022	COM	85865	59070	DAVID PETERSON	250.00
08/29/2022	COM	85866	60132	DONALD CORWIN	250.00
08/29/2022	COM	85867	60372	EAGLE LANDSCAPING & SUPPLY	140.00
08/29/2022	COM	85868	53489	GREAT AMERICA FINANCIAL SVCS.	600.00
08/29/2022	COM	85869	60206	GREAT LAKES WATER AUTHORITY	1,005.98
08/29/2022	COM	85870	53583	GUARDIAN	6,958.93
08/29/2022	COM	85871	31202	HOME DEPOT CREDIT SERVICES	120.03
08/29/2022	COM	85872	08500	HUBBELL ROTH & CLARK INC	30,151.11
08/29/2022	COM	85873	08500	HUBBELL ROTH & CLARK INC	1,577.49
08/29/2022	COM	85874	59010	HUNT SIGN COMPANY	1,139.00
08/29/2022	COM	85875	60472	JACKSON QUINN	182.20
08/29/2022	COM	85876	59423	JAMES HEALY	440.00
08/29/2022	COM	85877	59158	JASON'S OUTDOOR SERVICES LLC	200.00
08/29/2022	COM	85878	60517	JENNIFER JOSIC	250.00
08/29/2022	COM	85879	50770	JENNIFER RUPRICH	53.88
08/29/2022	COM	85880	60711	JOHN ROWELL	250.00
08/29/2022	COM	85881	60077	KRISTIN RUTKOWSKI	122.56
08/29/2022	COM	85882	53316	LANG'S ON-SITE SERVICES	282.00
08/29/2022	COM	85883	59541	LAW ENFORCEMENT SEMINARS, LLC.	790.00
08/29/2022	COM	85884	60712	LEWIS BENDER	2,808.21
08/29/2022	COM	85885	51350	LOU'S TRANSPORT INC.	1,752.35
08/29/2022	COM	85886	60430	MELYSSA SHANDLER	250.00
08/29/2022	COM	85887	60412	MICHIGAN BEER GROWLER COMPANY	128.00
08/29/2022	COM	85888	52030	MICHIGAN GRAPHICS & AWARDS	200.95
08/29/2022	COM	85889	60403	MICHIGAN SHOOTING CENTERS, INC.	1,000.00
08/29/2022	COM	85890	59330	MIKE SAVOIE CHEVROLET	3,207.73
08/29/2022	COM	85891	51182	NELSON BROTHERS SEWER &	747.00
08/29/2022	COM	85892	59112	NEXT	2,200.00
08/29/2022	COM	85893	60163	NOOR HAMMOUD	250.00
08/29/2022	COM	85894	51799	NYE UNIFORM EAST	149.50
08/29/2022	COM	85895	51540	O'REILLY AUTO PARTS	109.89
08/29/2022	COM	85896	50830	OAKLAND COUNTY TREASURER'S	171,574.06
08/29/2022	COM	85897	60717	PACE OF SOUTHEAST MICHIGAN	250.00
08/29/2022	COM	85898	60513	PAUL FORBERG	500.00
08/29/2022	COM	85899	60714	PAUL HESTOR	250.00
08/29/2022	COM	85900	51946	PAUL SHAPIRO	250.00
08/29/2022	COM	85901	60713	PITNEY BOWES BANK PURCHASE POWER	532.11
08/29/2022	COM	85902	15300	PRINTING SYSTEMS	882.04
08/29/2022	COM	85903	60386	PTS COMMUNICATIONS	60.00
08/29/2022	COM	85904	16100	ROAD COMMISSION FOR OAKLAND	368.25
08/29/2022	COM	85905	60495	RYAN BILLS	600.00
08/29/2022	COM	85906	16500	S.O.C.R.R.A.	32,629.00
08/29/2022	COM	85907	51607	SAMUEL BIGGENS	250.00
08/29/2022	COM	85908	38145	SOUTHFIELD POSTAL SERVICE	700.00
08/29/2022	COM	85909	60512	TOM BOLTEN	500.00
08/29/2022	COM	85910	60719	TOM TRICE	155.76
08/29/2022	COM	85911	38205	VERIZON WIRELESS MESSAGING	406.66
08/29/2022	COM	85912	14800	VILLAGE OF BEVERLY HILLS	5,098.51
08/29/2022	COM	85913	60238	WILLIAM SHERWOOD	250.00
08/29/2022	COM	85914	53572	WOW! BUSINESS	1,243.62
08/29/2022	COM	85915	60715	ZENA KISSINGER	250.00

08/26/2022 01:37 PM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 08/16/2022 - 08/29/2022

Page: 2/2

Check Date	Bank	Check	Vendor	Vendor Name	Amount
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COM TOTALS:

Total of 66 Checks:	560,359.05
Less 0 Void Checks:	0.00
Total of 66 Disbursements:	560,359.05

REPORT TOTALS:

Total of 67 Checks:	566,219.28
Less 0 Void Checks:	0.00
Total of 67 Disbursements:	566,219.28



To: Honorable President George; Village Council Members
Jeffrey Campbell, Village Manager

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: 2023 Council Meeting Dates

Date: August 23, 2022

The Village Council must annually adopt a meeting schedule and post it for the public. This schedule is also used in the Village calendar. The Village Council generally meets on the first and third Tuesday of the month at 7:30 PM. A proposed schedule for 2023 is listed below:

2023 Regular Village Council Meeting Schedule

All meetings begin at 7:30 PM in the Village Council Chamber
18500 W. 13 Mile Road, Beverly Hills, MI 48025

January 3	July 5*
January 17	July 18
February 7	August 1
February 21	August 15
March 7	September 5
March 21	September 19
April 4	October 3
April 18	October 17
May 2	November 7
May 16	November 21
June 6	December 5
June 20	December 19

*Wednesday, July 5 meeting date due to the Tuesday, July 4th holiday.

2023 Joint Meeting Schedule

Thursday, January 19, 7:30 p.m. – Joint Council and Parks & Recreation Board Meeting
Wednesday, February 8, 7:30 p.m. – Joint Council and Planning Commission Meeting

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council hereby adopts the meeting schedule for calendar year 2023 listed above.



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager
Jeffrey Campbell, Village Manager

Subject: Tie Michigan Teal Request

Date: August 31, 2022

Administration received the attached request from the Tie Michigan Teal campaign which promotes awareness of ovarian cancer. The group is requesting to tie teal ribbons around Beverly Park this September. They noted that they would be flexible with the locations, should the Board or Council have any specific requests.

The coordinator also provided information about Caitlin Jenkins Fuller, who grew up in Beverly Hills and who passed away from ovarian cancer last year. A tree is planted in Beverly Park in remembrance of Caitlin and the coordinator hopes the Village can join the campaign to further help raise awareness.

There is no cost to the Village associated with this request.

At their August 25 regular meeting, the Parks & Recreation Board recommended the Village approve Tie Michigan Teal's request to tie ribbons at Beverly Park throughout the month of September, preferably on the fence along Beverly Road and with the exception of the pavilion.

Suggested Resolution:

Be it resolved, the Village Council authorizes the Tie Michigan Teal group to tie teal ribbons at Beverly Park, with the exception of the pavilion, throughout the month of September to raise awareness of ovarian cancer.

Attachment



Dear Administrator:

Tie Michigan Teal is a statewide campaign, designed to promote awareness of ovarian cancer and its symptoms. Teal is the color representing ovarian cancer. Ovarian cancer is the deadliest of the gynecologic cancers and one of the five leading cancer related deaths among women in the United States. Each year approximately 22,000 women are diagnosed with the disease and 15,000 women die. Women diagnosed with ovarian cancer have on average a five year survival rate of 45%. Unlike other cancers, there is no early detection test for ovarian cancer, and because the symptoms are often subtle and mimic other diseases, awareness of the symptoms is the key to early diagnosis.

The *Tie Michigan Teal* campaign is sponsored by the Michigan Ovarian Cancer Alliance and consists of volunteers tying teal ribbons on lamp posts, benches and businesses in the downtown areas and distributing awareness information to local businesses to display. The event will be held during the month of September, which has been declared National Ovarian Cancer Awareness Month. There is no cost to the city and the ribbons will be taken down at the end of the month.

I am asking you to grant permission for our volunteers to tie ribbons throughout your town/city this September, 2022. Please sign on the bottom of this letter and return the signed letter to the volunteer whose name and contact information is below. Thank you for your support of our efforts to save women's lives. If you have any questions or concerns, please contact us at: info@mioca.org.

Sincerely,

Diann Glaza-Helbling

Tie Michigan Teal Coordinator

MAYOR/TOWN OFFICIAL

TOWN/STATE

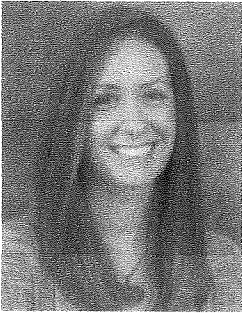
Please return the signed letter to the volunteer listed below. She/he is responsible for the Tie the Michigan Teal Campaign in your city/town.

VOLUNTEER NAME

CONTACT INFORMATION

Lauren Silski

Lauren M Jenkins @ Gmail.com
or (248) 310-6054



Caitlin Jenkins Fuller

May 26, 1986 - October 14, 2021

Caitlin Jenkins Fuller, age 35, passed away on October 14th, 2021 from ovarian cancer.

She was born on May 26th, 1986 to Heather and William Jenkins. Growing up, Caitlin was adventurous and full of life. She loved to spend time with family and friends, always enjoying the moment.

In middle school, she competed in the USA Junior Olympics, bringing home 3 gold medals in rhythmic gymnastics with her team. She was a varsity scholar athlete in high school, who went on to obtain bachelor degrees from both Michigan State University and Wayne State University.

Caitlin was beautiful, intelligent and passionate. She completed her masters degree from Frontier Nursing University, a program that has been recognized nationally in the nurse midwifery community.

Her midwifery practice focused on providing evidence-based care, while also offering compassionate counseling and guidance. She lovingly brought hundreds of healthy babies into this world.

Eleven years ago, Caitlin met the love of her life, Jeff. Sharing a passion for nature and the outdoors, they were married in the mountains of Virginia in 2016. Caitlin always dreamed of being a mom, and in 2019, they joyfully welcomed their son Kaj to the family. His smile lights up their lives.

Caitlin always kept an open mind and was receptive to new ideas. This quality enriched her world and ours.

She is survived by her husband Jeff and son Kaj; her parents William and Heather; sisters Lauren (Stephen) and Madeline (Eric); nieces Hazel and Nora; in-laws Michael and Lynne Fuller; in addition to many loving cousins, aunts, uncles, nieces, nephews, relatives and friends (especially the BGC).

Caitlin truly made the world a better place and will be deeply missed by everyone that knew and loved her.

Family will receive friends Thursday, October 21, 2021 from 4-7pm at A.J. Desmond & Sons, (Vasu, Rodgers & Connell Chapel), 32515 Woodward Ave. (btwn 13-14 Mile), Royal Oak, (248) 549-0500.

A Memorial Service will be held outdoors on Friday, October 22, 2021 at 12:15pm at Birmingham Athletic Club, 4033 W. Maple Rd., Bloomfield Hills. A Celebration of Life will follow until 4pm.

In lieu of flowers, Caitlin asked that memorial tributes be made to the STAAR Ovarian Cancer Foundation in her honor. Science + Research = Hope.

~Lovingly written by the family.

This September

TIE MICHIGAN TEAL

with the Michigan Ovarian Cancer Allianz

What: September is Ovarian Cancer Awareness Month

Why: For women in the US, ovarian cancer is a top 5 cause of cancer death. Yet it lacks public awareness. There is no early detection test, and as a result cases are often identified late, at stage III or stage IV. More than half of those diagnosed do not live to see a 5-year anniversary of that day.

Until better detection tests can be developed, arming women with the signs and symptoms so that they can better self-monitor and advocate is crucial. Additionally, raising public awareness of the disease, and the funding needed to help make progress towards earlier detection and more effective treatments is paramount to better future outcomes.

How Can I Help? Progress is possible. Join the many other cities partnering with the *Michigan Ovarian Cancer Allianz's* annual *Tie Michigan Teal* campaign. There is no cost to the city.

Where: We will work with you! And are happy to get creative. Common ideas for teal ribbons include around city lamp posts, benches, and trees.

Would you like to participate, but only in a certain high-density area or shopping district? We can do that. Would you like teal ribbons and symptom cards at a park entrance, but not on the benches? No problem. Really, we appreciate your help and are happy to accommodate your needs. It's getting the word out that counts, and every little bit helps. Imagine, one person in your city could see that, and it could save her life.

When: September. Our volunteers will come put up ribbons and signs in the first couple days of the month, and come take them down again at the end of the month.

Next steps:

Your designated city lead volunteer is _____. Please approve the attached permission form, and return it to the volunteer directly per their contact information below.

City Lead Volunteer Email: _____

City Lead Volunteer Cell Phone: _____

Please also feel free to contact the Michigan Ovarian Cancer Allianz directly at: info@mioca.org.

Sincerely,

Diann Glaza-Helbling

Tie Michigan Teal Coordinator





To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Baldwin Public Library Outdoor Story Time

Date: August 31, 2022

Administration received a request from Baldwin Public Library to host an Outdoor Story Time event at the Beverly Park Pavilion on Saturday, October 15, 2022 from 11:00 to 11:30 a.m. They also requested that pavilion rental fees be waived for this event. The Outdoor Story Times were well received last year. There are no scheduling conflicts with this date or time.

At their August 25 meeting, the Parks & Recreation Board recommended approval of Baldwin's request.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves Baldwin Public Library's request to host an Outdoor Story Time at the Beverly Park Pavilion on Saturday, October 15, 2022 from 11:00 to 11:30 a.m. and further approves waiving the pavilion rental fees provided that a Certificate of Liability Insurance is submitted to the Village Clerk's Office prior to the event.



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Beverly Hills Lions Club Pavilion Rental

Date: August 29, 2022

Administration received a request from the Beverly Hills Lions Club to reserve the Beverly Park pavilion on Sunday, October 9, 2022 from 1:00 to 5:00 p.m. for their fall family festival. The Lions Club is a 501(c)3 non-profit organization and have requested to have the pavilion rental fees waived for this event.

There are no scheduling conflicts on this date or time.

At the August 25, 2022 Parks & Recreation Board meeting, the Board recommended approval of the Lions Club's request.

A letter from the Club President is attached for review.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves the request from the Beverly Hills Lions Club to waive pavilion rental fees on Sunday, October 9, 2022 from 1:00 to 5:00 p.m. provided that a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's Office prior to the event.

Attachment

GORDON J. MCMULLEN
21724 E. VALLEY WOODS
BEVERLY HILLS, MI 48025

PHONE 248-647-1825

July 22, 2022

Village of Beverly Hills
18500 West Thirteen Mile Road
Beverly Hills, MI 48025
Attn: Parks and Recreation Board

Dear Board Members,

I am the President of the Beverly Hills Lions Club and our club would like to reserve the Beverly Park Pavilion for about 3-4 hours, 1-5pm on Sunday, October 9th.

As you know we have served in the community since 1972 in several areas, which have involved our beautiful Village Park. Our primary service is to The Blind & Visually Impaired – Deaf & Hard of Hearing – Disabled & Multi-Disabled, Children & Adults.

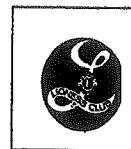
The purpose of our Lions Fall Event is to better communicate the goals and objectives of our club to the community. We will have information about the charities we support and our club, as we continue to look for energized new members. Light refreshments, i.e., popcorn, cider, doughnuts, etc. along with a few fun games and prizes will be available for all attendees. We also plan to provide free eye screening for children ages six months to six years with our Kidsight Program.

Your consideration for a waiver on normal rental fees would be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Gordon J. McMullen", written in a cursive style.

Gordon J. McMullen



District 11-A2 Lions Project Kidsight *Vision Screening Program for Preschool Children*

Project Kidsight is a free vision screening program for children from ages six months to six years, conducted by local Lion Club volunteers throughout the year.

Early vision screening can provide significant benefits for children. Vision problems are prevalent in 25% of all school children in the U.S. Some problems that can permanently affect vision are best treated at an early age. By the time children enter school the treatment may not be as effective and can be more costly.

Research has indicated that:

If caught early, 95% of vision issues can be corrected

80% of what children learn by age 12 is visually acquired

70% of juvenile delinquents have a vision issue

80% of children diagnosed with a learning disability have an undiagnosed vision problem

Our state of the art Plusoptix digital camera quickly takes a picture of the child's eyes and immediately lets us know the results of the analysis. A report can be printed on-site indicating the "Pass" or "Refer" status, along with all pertinent detail. "Pass" indicates that no vision problem was detected at this time, while "Refer" recommends that the child be seen by an eye care professional, with the reason for the referral indicated. The system, which is completely non-invasive, has an accuracy rating of 98%.

Conditions checked for include:

Anisometropia (difference in eye strength)

Astigmatism (blurred vision)

Hyperopia (farsightedness)

Myopia (nearsightedness)

Corneal reflexes/Strabismus (asymmetric vision)

Anisocoria (unequal pupils)

Consent form must be signed by a parent, grandparent or legal guardian.

Most schools will accept the results of this screening for their vision requirements.

If financial aid is needed, contact District 11-A2, call and leave a message.



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Village Woman's Club of Beverly Hills Pavilion Rental

Date: August 31, 2022

Administration received a request from the Village Woman's Club of Beverly Hills (VWCBH) to host their annual Pink Fund meeting at the Beverly Park Pavilion on Wednesday, October 5, 2022 from 5:00 to 8:00 p.m. They also requested that pavilion rental fees be waived for this event. There are no scheduling conflicts with this date/time. The VWCBH has been a supporter of Beverly Park for many years.

At their August 25, 2022 meeting, the Parks & Recreation Board recommended approval of VWCBH's request.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves the Village Woman's Club of Beverly Hills' request to hold their annual meeting at the Beverly Park Pavilion on Wednesday, October 5, 2022 from 5:00 to 8:00 p.m. and waives the pavilion rental fees provided that a Certificate of Liability Insurance is submitted to the Village Clerk's Office prior to the event.



To: Honorable President George; Village Council Members
Jeffrey Campbell, Village Manager; Sheila McCarthy, Finance Director

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Beverly Park Pathway Improvements Project Final Payment

Date: September 2, 2022

Attached for Council's review and consideration is the final payment recommendation letter from Hubbell, Roth, and Clark, Inc. to JSS Macomb, Inc. for work on the Beverly Park Pathway Improvements Project.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves the final payment to JSS Macomb, Inc. for the Beverly Park Pathway Improvements Project in the amount of \$5,028.39. Funds for this expense are available in account #208-900-985.04 (Park Improvement Fund).

Attachment



August 22, 2022

Village of Beverly Hills
18500 13 Mile Rd
Beverly Hills, MI 48025

Attn: Mr. Jeffrey Campbell, Village Manager

Re: Recommendation of Payment No. 2 - FINAL
Beverly Park Pathway Improvements Project

HRC Job No. 20210175

Dear Mr. Campbell:

We have reviewed the enclosed Pay Estimate No. 2 and Contractor's Sworn Statement from JSS-Macomb, LLC for work performed on the above referenced project from June 16, 2022 to August 11, 2022. Enclosed is the Village's Progress Estimate, which verifies to the best of our knowledge that work that has been completed. Thus far, the contractor has earned a total of \$41,762.85 and has previously been paid \$36,734.46. At this time, the project's retainage account should be in the amount of \$1,933.39 not including incurred interest. At this time, the project should be considered complete and all monies in the project's retainage account should be released. Therefore, we are recommending payment be made to JSS-Macomb, LLC in the amount of \$3,095.00 and \$1,933.39 to be released from the retainage funds currently held by the Village.

Per the contract provisions, the acceptance of this final payment initiates the maintenance and guarantee bond coverage of the subject project for a period of one (1) year.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



John Nagle, P.E.
Project Engineer

Enclosure

pc: Village of Beverly Hills; T. Trice, K. Rutkowski
JSS-Macomb; P. Jones
HRC; D. Mitchell, B. Shepler, File

August 12, 2022

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

Attention: Mr. Jeffrey Campbell, Village Manager

Re: **Pay Application No. 2**
Beverly Park Pathway Improvements Project

HRC Job No. 20210175

Ladies and Gentlemen:

We hereby recommend payment for work completed to date, to JSS-Macomb, LLC based on the following quantities:

PAY APPLICATION NO. 2
BEVERLY PARK PATHWAY IMPROVEMENTS PROJECT
VILLAGE OF BEVERLY HILLS

No.	Item	Bid Quantity	Unit Price	Quantities	Quantities	Total		Total Amount
				Thru 6/15/22	6/16/2022 to 8/11/2022	Quantities Constructed		
1.	Mobilization, Max 5%	1 lsum	\$2,000.00	1.0	0.0	1.00	= \$	2,000.00
2.	Color Audio-Video Route Survey	1 lsum	\$1,322.85	1.0	0.0	1.00	= \$	1,322.85
3.	Dr. Structure, Rem	1 ea	\$644.00	1.0	0.0	1.00	= \$	644.00
4.	Culv, Rem, Less than 24 inch	30 lft	\$32.85	14.0	0.0	13.97	= \$	459.00
5.	Ditch Enclosure Pipem 6 inch	221 lft	\$36.75	244.0	0.0	244.00	= \$	8,967.00
6.	Maintenance Basin, 24 inch Dia.	4 ea	\$1,600.00	4.0	0.0	4.00	= \$	6,400.00
7.	Trail Aggregate	250 ton	\$56.00	246.25	0.0	246.25	= \$	13,790.00
8.	Site Restoration	1 lsum	\$3,900.00	0.75	0.25	1.00	= \$	3,900.00
9.	Soil Erosion and Sedimentation Control	1 lsum	\$2,880.00	0.75	0.25	1.00	= \$	2,880.00
10.	Observation Crew Days (Remaining)	days	\$700.00		2.0	2.00	= \$	1,400.00

SUBTOTAL PROJECT AMOUNT	\$ 40,362.85
REMAINING OBSERVATION CREW DAYS	\$ 1,400.00
TOTAL AMOUNT EARNED	\$ 41,762.85
PREVIOUS RETAINAGE	\$ 1,933.39
INC./DEC. RETAINAGE (Max. 10% up to 5% of Contract)	\$ (1,933.39)
LESS PREVIOUS PAYMENTS - PAY ESTIMATE NO.1	\$ 36,734.46
TOTAL AMOUNT TO BE PAID TO JSS-MACOMB, LLC - PAY ESTIMATE NO. 2	\$ 5,028.39

Enclosed is the Contractor's Pay Request and Declaration per the project specifications.

Very Truly Yours,

HUBBELL, ROTH & CLARK, INC.

John Nagle, P.E., Project Engineer

Enclosure

p.c. Village of Beverly Hills; T. Trice, K. Ruthowski
JSS-Macomb; P. Jones
HRC; D. Mitchell, B. Shepler, File

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period June 6th, 2022
to August 11th A.D., 2022, performed any work, furnished any material, sustained any loss, damage or
delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I
shall ask, demand, due for, or claim compensation from Village of Beverly Hills

the Owner, or his agents, in addition to the regular items set forth in the contract numbered ____ and dated ____

A.D., 2022, for Beverly Park Pathway Improvements

executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as
provided thereunder, except as I hereby make claim for additional compensation and/or extension of time as set
forth on the itemized statement attached hereto.

There ~~is~~ (is not) an itemized statement attached.

Date: August 11, 2022

Company: JSS - Macomb, LLC

By: 

Position: Patrick Jones - President



Macomb, LLC.

11858 Forest Glen Lane, Shelby Twp., MI 48315

Phone: 586.623.8905 Fax: 586.314.2147

August 11, 2022

Jack Nagle
Hubble Roth & Clark
555 Hulet Drive
Bloomfield Hills, Michigan 48303-0824

Ref: Balancing Change Order for Beverly Park

Jack,

This is what I assume our balancing change order would look like;

1. Culv, Rem, Less than 24", Deduct \$508.50.
2. Ditch Enclosure Pipe, 6", Add \$845.25
3. Trail Aggregate, Deduct \$210.00
4. Observation Crew Days, Deduct \$3,500.00 (5 days of inspection @ \$700.00 used)

Total Deduct for this change order request is \$3,373.25.

If I can be of further assistance, please call.

Sincerely,

Patrick Jones, Owner
JSS – Macomb, LLC.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER: Village of Beverly Hills
18500 13 Mile Road
Beverly Hills, Michigan 48025

APPLICATION NO: 02
PERIOD FROM: 06/06/22
PERIOD TO: 08/11/22
PROJECT NOS:
CONTRACT DATE:
CONTRACT NO:
JSS PROJECT NO:

Beverly Park Pathway Improvements

FROM CONTRACTOR: JSS - Macomb, LLC

11858 Forest Glen Lane
Shelby Twp., Michigan 48315

VIA ARCHITECT:
CONTRACT DATE:
CONTRACT NO:
JSS PROJECT NO:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	45,136.10
2. Net Change by Change Orders.....	-3,373.25
3. CONTRACT SUM TO DATE (Line 1 + 2).....	41,762.85
4. TOTAL COMPLETED & STORED TO DATE.....	41,762.85

(Column G on G703)

5. RETAIN AGE:

a. 5 % of Completed Work
(Columns D + E on G703)

0.00

b. _____ % of Stored Material
(Columns F G703)

6. TOTAL EARNED LESS RETAIN AGE.....

(Line 4 less Line 5 Total)

41,762.85

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate).....

36,734.46

8. CURRENT PAYMENT DUE.....

5,028.39

9. BALANCE TO FINISH, INCLUDING RETAIN AGE

(Line 3 less Line 6).....

-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ (3,373.25)
TOTALS	\$ -	\$ (3,373.25)
NET CHANGES by Change Order	\$ (3,373.25)	

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JSS - Macomb, LLC

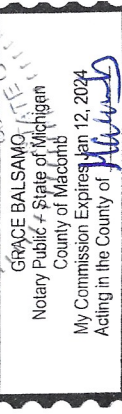
By: Patrick Jones Date: August 11, 2022

State: Michigan

County of: Macomb

Subscribed and sworn to before me this 11th day of August, 2022

Notary Public:



My Commission Expires: 1/12/24

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's Knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

BY: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

\$ 5,028.39

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Village of Beverly Hills

18500 13 Mile Road

Beverly Hills, Michigan 48025

APPLICATION NO:

02

PERIOD FROM:

06/06/22

PERIOD TO:

08/11/22

PROJECT NOS:

0

CONTRACT NO:

0

JSS PROJECT NO:

0

Beverly Park Pathway Improvements

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK VALUE	SCHEDULED	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G/C)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
01	Mobilization	\$ 2,000.00	\$ 2,000.00			\$ 2,000.00	100.00%	\$ -
02	Color Audio Visual	\$ 1,322.85	\$ 1,322.85			\$ 1,322.85	100.00%	\$ -
03	Dr Structure, Rem	\$ 644.00	\$ 644.00			\$ 644.00	100.00%	\$ -
04	Culv, Rem, Less than 24"	\$ 967.50	\$ 459.00	\$ 508.50		\$ 967.50	100.00%	\$ -
05	Ditch Enclosure Pipe, 6"	\$ 8,121.75	\$ 8,967.00	\$ (845.25)		\$ 8,121.75	100.00%	\$ -
06	Maintenance Basin, 24"	\$ 6,400.00	\$ 6,400.00			\$ 6,400.00	100.00%	\$ -
07	Trail Aggregate	\$ 14,000.00	\$ 13,790.00	\$ 210.00		\$ 14,000.00	100.00%	\$ -
08	Site Restoration	\$ 3,900.00	\$ 2,925.00	\$ 975.00		\$ 3,900.00	100.00%	\$ -
09	Soil Erosion & Sedimentation Control	\$ 2,880.00	\$ 2,160.00	\$ 720.00		\$ 2,880.00	100.00%	\$ -
10	Observation Crew Days	\$ 4,900.00	\$ -	\$ 4,900.00		\$ 4,900.00	100.00%	\$ -
11								
12								
13								
14								
15								
16								
17								
18								
19								
BASE CONTRACT TOTAL		\$ 45,136.10	\$ 38,667.85	\$ 6,468.25	\$ -	\$ 45,136.10	100.00%	\$ -
CHANGE ORDERS								
20	Change Order # 1	\$ (3,373.25)		\$ (3,373.25)		\$ (3,373.25)		
21						\$ -		
22						\$ -		
CHANGE ORDER TOTAL		\$ (3,373.25)	\$ -	\$ (3,373.25)	\$ -	\$ (3,373.25)		\$ -
CONTRACT TOTALS		\$ 41,762.85	\$ 38,667.85	\$ 3,095.00	\$ -	\$ 41,762.85	100.00%	\$ -

SWORN STATEMENT

STATE OF MICHIGAN }
COUNTY OF Macomb } SS

Village of Beverly Hills
18500 13 Mile Road
Beverly Hills, Michigan 48025

APPLICATION NO: 2
PERIOD FROM: 06/06/22
PERIOD TO: 08/11/22
PROJECT NOS:
CONTRACT NO:
JSS PROJECT NO:

Patrick Jones, being duly sworn, deposes and says:

That he makes the Sworn Statement on behalf of **JSS - Macomb, LLC**. Who is the (contractor) (**subcontractor**) for an improvement to the following described real property situated in **Oakland County, Beverly Hills, Michigan**, and described as follows:

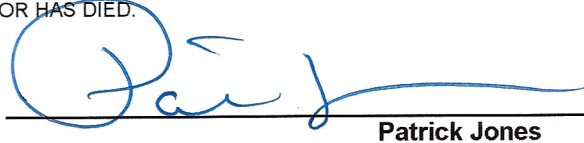
Beverly Park Pathway Improvements

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (**subcontractor**) has (contracted) (**subcontracted**) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons of the thereof are correctly and fully set forth opposite their names, as follows:

Name of subcontractor, supplier, or laborer	Type of Improvement furnished	Total Contract Price	Amount Already Paid on Contract	Total Extra Work Price	Amount Billed But Not Paid	Total Amount Paid To Date	Amount currently owing	Balance to complete (optional)
Calo & Sons	Aggregate	\$8,250.00	\$8,250.00	\$0.00	\$0.00	\$8,250.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
"ALL LABOR AND FRINGE BENEFITS PAID THROUGH June 17, 2022"								
TOTALS		\$8,250.00	\$8,250.00	\$0.00	\$0.00	\$8,250.00	\$0.00	\$0.00

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement. Deponent further says that he or she makes the foregoing statement as the (contractor) (**subcontractor**) or as of the (contractor) (**subcontractor**) for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.


Patrick Jones

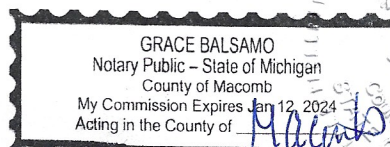
WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this 11th day of August, 2022


Notary Public

Macomb County, Michigan

My commission expires: 1/12/2024



CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:

(Name and address)

Village of Beverly Hills
18500 13 Mile Road
Beverly Hills, Oakland County, MI 48025

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:

(Name and address)

Village of Beverly Hills
Beverly Park Pathway Improvements

CONTRACT DATED:

Bond No. 268016301

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Ohio Casualty Insurance Company
175 Berkeley
Boston, MA 02116

, SURETY,

on bond of

(Insert name and address of Contractor)

JSS-Macomb, LLC
11858 Forest Glen Lane
Shelby Township, MI 48315

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

Village of Beverly Hills
18500 13 Mile Road
Beverly Hills, Oakland County, MI 48025

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 19, 2022

(Insert in writing the month followed by the numeric date and year.)

The Ohio Casualty Insurance Company

(Surety)

Michelle B. Graham
(Signature of authorized representative)

Michelle B Graham, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):

Chapman M.



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



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INGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copy-
right laws and will subject the violator to legal prosecution.

G707—1994



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204908 - 013058**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cory French; John W. McNish; Lois C. Brink; Michelle B. Graham; Suzan Giacona; Suzanne M. Mocer

all of the city of Royal Oak state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of July, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



To: Honorable President George; Village Council Members
Jeffrey Campbell, Village Manager

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: 2023 Calendar Project

Date: August 29, 2022

The Village of Beverly Hills creates a calendar that is mailed to each residence annually. The calendar serves as a useful resource for meeting dates, special events, trash/yard waste/recycling collection, information about local organizations, and important contact information.

The design and printing costs for past three years are listed below:

2022 Calendar	\$4,135.00
2021 Calendar	\$4,134.00
2020 Calendar	\$4,135.00

Postage is an additional expense and will cost approximately \$1,500.00. The Village has already budgeted \$7,200.00 for this project. Moreover, the Village Calendar expenses are offset by advertising revenue (approximately \$1,000.00).

A request for proposals for the 2023 Calendar Project was published on the Michigan Inter-governmental Trade Network (MITN/BidNet) on July 25, 2022. A public bid opening was held on August 22, 2022 at 11:00 a.m. at the Village Office located at 18500 W. 13 Mile Road, Beverly Hills, MI 48025. The Village received two sealed bids and they were opened publicly at that time.

The lowest bid was submitted by Indiana Printing and Publishing Co. in the amount of \$5,666.50. Indiana Printing published the 2022 calendar for the Village and Administration was pleased with the results. Village Administration reviewed the new samples provided and recommends awarding the contract to Indiana Printing.

A bid tabulation and quote are attached for your reference.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council awards the contract for the 2023 Calendar Project to Indiana Printing & Publishing Co. in the amount of \$5,666.50. Funds for this project are available in account #101-747-881.00.



2023 Calendar Bid Tabulation
August 22, 2022 11:00 a.m.
18500 W. 13 Mile Road, Beverly Hills, MI 48025

Company Name	Address	Bid Amount
Indiana Printing & Publishing Co.	775 Indian Spring Road Indiana, PA 15701	\$5,666.50
Image Printing and Supplies	1902 Crooks Road Royal Oak, MI 48073	\$7,190.00

INDIANA PRINTING & PUBLISHING CO.

Gazette Printers • Recreation News • Barash Publications • Kerr Promotions

Executive Office

August 16, 2022

Kristin Rutkowski
Village Clerk/Assistant Village Manager
2022 Calendar Project
18500 W. 13 Mile Road
Beverly Hills, MI 48025

Dear Kristin,

Thank you for the opportunity to bid on your 2023 Calendar Project. We look forward to working with you again and exceeding your expectations as we did with the 2020 Beverly Hill Calendar, back in 2019.

Here is a little background about our organization; Indiana Printing and Publishing Company is a family-owned business that started in 1890. Gazette Printers is a subsidiary of Indiana Printing and Publishing (Commercial Printer) and is the part of the company that you will work with for your 2023 calendar project.

IPP/GP has completed a multitude of calendar projects, nationwide. These include but are not limited to the State of Missouri Natural Wildlife calendar (54,000 total calendars printed at-once), Peter's Township here in Western Pennsylvania (9,100 calendars), and 7 different CITI BOCES of Mexico, NY School Calendars (6 versions, 23,775 total calendars). So far this year, we've (GP) been a part of printing and/or designing 15 different wall calendars for various school districts, with multiple year-end versions that we are awaiting files for.

With that said, here is the breakdown of steps and pricing for the 2023 calendar:

1. All Design, typesetting, layouts, and color proofs will be provided by vendor (IPP). Photos will be sent on or near November 11th by Village; the cost for this will be \$319.00
2. Vendor will provide a proof on or by November 21st at no-charge.
3. Village will have (2) two business days to make edits, with approval by Wednesday, November 24th.
4. Production of the calendar will be completed by December 8th and the cost will be \$4,918.77.
5. Delivery will occur on or by December 9th, and the cost will be \$428.72.

Total bid cost: \$5,666.50

I (David Lockard – CSR of Gazette Printers) will be your primary contact for your project. My contact information is listed below. Thank you again for including us in the bidding process for this year. We look forward to working with you and will await your response.

Regards,



David Lockard, CSR of Gazette Printers
Subsidiary of Indiana Printing & Publishing Co.
775 Indian Springs Road
Indiana, PA 15701
724-349-3434
dlockard@gazetteprinters.com



TO: DIR Richard Torongeau

CC: D/D Lee Davis

FROM: LT Robert Ginther

A handwritten signature in black ink, appearing to read "R. Ginther", is written over the "FROM:" line.

DATE: August 23, 2022

RE: Fit Test Machine Grant Award Acceptance (Grant #EMW-2021-FG-10019)

BACKGROUND:

The Beverly Hills Public Safety Department applied for a grant under the Federal Emergency Management Agency (FEMA) Assistance to Firefighter Grant (AFG) program for the Federal Fiscal Year (FY) 2021 period. This grant application was to purchase a Fit Testing Machine to ensure that our Public Safety Officers are compliant with NFPA 1500 and MI-OSHA regulations, as well as being protected from cancer-causing carcinogens that they could be exposed to if they had improperly fitted Self-Contained Breathing Apparatus (SCBA) masks. On August 19, 2022, we were notified that our grant application had been awarded for \$17,555.23 of federal funding, which is the amount less the minimum 5% required matching local funds.

GRANT ACCEPTANCE:

The village has thirty (30) days from the "notification of award" to accept the grant. Once accepted, the public safety department would move forward as outlined in village procurement policies and AFG requirements to select a manufacturer and vendor for the Fit Test Machine. Once selected, a project description, final budget, and purchase recommendation would be presented to the Village Council for approval.

RECOMMENDATION:

Based upon the information in the Background and Grant Acceptance sections of this memo, I am recommending the acceptance of FEMA AFG Application # EMW-2021-FG-10019 by council at this time and moving forward with the purchasing process for a Fit Test Machine.

ATTACHMENTS:

- (1) Proposed Resolution
- (1) FEMA GO E-Mail Notification
- (1) Award Notification

PROPOSED RESOLUTION

**A Resolution of the Council of the
Village of Beverly Hills**

**Fit Test Machine Grant Award Acceptance
through the Assistance to Firefighters Grant Program
Grant Application # EMW-2021-FG-10019
September 6, 2022**

BE IT RESOLVED that the council for the Village of Beverly Hills, hereby agrees to accept the FEMA Assistance to Firefighters Grant, Application # EMW-2021-FG-10019, and move forward as outlined in village procurement policies and AFG requirements to select a manufacturer and vendor for the purchase of a Fit Test Machine.

Robert Ginther

From: FEMA GO <no-reply@fema.dhs.gov>
Sent: Friday, August 19, 2022 7:04 AM
To: rginther@beverlyhillspolice.com
Cc: rtorongeau@beverlyhillspolice.com; hshock@beverlyhillspolice.com; rginther@beverlyhillspolice.com
Subject: Award Notification (Application Number: EMW-2021-FG-10019)

Dear Robert,

Congratulations! Your grant application submitted under the Grant Programs Directorate's Fiscal Year (FY) 2021 Assistance to Firefighters Grants has been approved for award.

Please use the FEMA GO system at <https://go.fema.gov> to accept or decline your award. Please note that you will have thirty (30) days from the date of this award notification to either accept or decline the award, and that the award must be accepted or declined by an Authorized Organization Representative (AOR) within the FEMA GO system. Instructions for registering within the system and becoming an AOR are available at <https://www.fema.gov/gmm-training-resources>.

Once you are in the system and made an AOR for your organization, your home page will be the first screen you see. You will see a section entitled My Grants. In this section, please select the award acceptance link for EMW-2021-FG-10019 under Fiscal Year (FY) 2021 Assistance to Firefighters Grants. View your award package and indicate your acceptance or declination of award. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

If you have questions on using the FEMA GO system, please reach out to the FEMA GO Help Desk (1-877-585-3242). For programmatic questions about your grant, please reach out to the AFG Helpdesk (firegrants@fema.dhs.gov / 1-866-274-0960).

All recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in [FEMA Policy \(FP\) 108-023-1, Environmental Planning and Historic Preservation Policy Guidance](#).

Sincerely,

Grants Management Branch

Assistance to Firefighters Grants

Department of Homeland Security / FEMA

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/10/2022



Robert Ginther
BEVERLY HILLS, VILLAGE OF
18500 WEST 13 MILE ROAD
BEVERLY HILLS, MI 48025

EMW-2021-FG-10019

Dear Robert Ginther,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$17,555.23 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$877.77 for a total approved budget of \$18,433.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Logan", with a stylized flourish at the end.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: BEVERLY HILLS, VILLAGE OF

UEI-EFT: PVLDPD7ZJZ8F5

DUNS number: 082772856

Award number: EMW-2021-FG-10019

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$13,613.00
Supplies	\$0.00
Contractual	\$4,820.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$17,555.23
Non-federal	\$877.77
Total	\$18,433.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Equipment

FIT Tester

DESCRIPTION

Fit Test Machine Maintenance and Extended Warranty/Inspection 5 years

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$4,820.00	\$4,820.00	Contractual

CHANGE FROM APPLICATION

Item created

JUSTIFICATION

The award reflects a change from the amount requested in the application. Items were originally grouped together in one-line item. Each item requested is now listed as a separate line item.

FIT Tester

DESCRIPTION

Fit Test Sampling Probe/Adapter

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$1,613.00	\$1,613.00	Equipment

CHANGE FROM APPLICATION

Item created

JUSTIFICATION

The award reflects a change from the amount requested in the application. Items were originally grouped together in one-line item. Each item requested is now listed as a separate line item.

FIT Tester

DESCRIPTION

Fit Testing Machine

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$12,000.00	\$12,000.00	Equipment

CHANGE FROM APPLICATION

Price from **\$20,998.00** to **\$12,000.00**

JUSTIFICATION

This reduction is because the cost you requested for Fit Test Machine exceeds the average price range calculated from market research and prior awards for the same item.

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: BEVERLY HILLS, VILLAGE OF

UEI-EFT: PVLPD7ZJZ8F5

DUNS number: 082772856

Award number: EMW-2021-FG-10019

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

Article 21	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019</p> <p>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
Article 22	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</p> <p>Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
Article 23	<p>Lobbying Prohibitions</p> <p>Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>
Article 24	<p>National Environmental Policy Act</p> <p>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans</p>

Article 25	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 26	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 27	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 28	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 29	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 30	<p>Rehabilitation Act of 1973</p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>
Article 31	<p>Reporting of Matters Related to Recipient Integrity and Performance</p> <p>General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.</p>
Article 32	<p>Reporting Subawards and Executive Compensation</p> <p>Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.</p>
Article 33	<p>Required Use of American Iron, Steel, Manufactured Products, and Construction Materials</p> <p>Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States-- this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable</p>

law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article 34

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 35	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 36	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 37	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 38	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 39	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 40	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 41**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 42**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 43**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 44**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 45**Indirect Cost Rate**

2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 46**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 47**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2021-FG-10019	2. Amendment No. N/A	3. Recipient No. 386032091	4. Type of Action AWARD	5. Control No. WX00671N2022T		
6. Recipient Name and Address BEVERLY HILLS, VILLAGE OF 18500 W 13 MILE RD FRANKLIN, MI 48025		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Robert Ginther		9a. Phone No. 2487210758	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/10/2022	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/17/2022 to 08/16/2024 Budget Period 08/17/2022 to 08/16/2024		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	\$0.00	\$17,555.23	\$17,555.23	\$877.77
Totals			\$0.00	\$17,555.23	\$17,555.23	\$877.77
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	08/10/2022



To: Honorable Council President George and Village Council Members

From: Jeff Campbell, Village Manager

Re: AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN OAKLAND COUNTY
AND THE VILLAGE OF BEVERLY HILLS

Date: September 2, 2022

In March of 2022, the Village of Beverly Hills submitted grant requests to Oakland County for several critical infrastructure grants. Local governments could receive up to \$100,000 in one to one (1:1) matching grant funds for critical infrastructure. The grant funding is coming from American Rescue Plan Act of 2021 awarded to Oakland County. The County approved Local Fiscal Recovery Funds (LFRF) for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan. In August of 2022, Oakland County awarded the Village of Beverly Hills a \$100,000 grant for the following critical infrastructure projects:

- I. Decision Support Tool Planning – this helps the Village coordinate asset management across different infrastructure system to assure value in Village Infrastructure investments. The budget for this project is \$50,000. The grant would cover \$25,000 of the budget.
- II. Basement Backup Protection Program Planning – a plan for developing community specific materials to provide education and resources to Village residents to reduce flooding and sewer backups and the impacts they have on the community. The budget for this project is \$25,000 with the grant covering \$12,500 of that budget.
- III. Sanitary Sewer Planning. The planning to prevent sanitary sewer backups in approximately \$25,000 with the grant covering \$12,500 of that budget.
- IV. Water Line Service Verifications – the Village will utilize grant funding to assist in material verification of water service lines in order to comply with the State requirement under the revised Lead and Copper rule. The proposed budget for this project is \$110,000 with the grant covering \$50,000 of that budget.

The County forwarded an Interlocal Agreement to be entered into with the Village of Beverly Hills. The Agreement states that the Village will receive a \$100,000 for critical infrastructure projects. The County confirmed in writing that this is a 1 to 1 matching grant. The grant funds must be expended by December of 2026. A revised award letter is attached. It is anticipated that each project will take approximately 18 months to complete.

Village Attorney Tom Ryan has reviewed the attached Interlocal Agreement and found it to be in order.

Recommended Resolution:

Be it resolved that the Beverly Hills Village Council approve and authorize the Village Manager to execute the Interlocal Local Fiscal Recovery Fund Distribution Agreement between Oakland County and the Village of Beverly Hills as submitted.



Village of Beverly Hills
18500 13 Mile Road
Beverly Hills, MI 48025

Dear Mrs. Rutkowski,

The Oakland County Board of Commissioners has authorized the use of American Rescue Plan Act funding to pay for grants for Local Government Critical Infrastructure Planning.

I am very pleased to inform you that the Village of Beverly Hills has been selected for a grant award.

The purpose of this funding is to provide matching grants to local governments for project planning, engineering, analysis, and other related professional services in support of critical infrastructure projects.

Project Requirements include:

- A local government one-to-one match for this grant.
- Grantees must submit quarterly reporting on the grant fund.
- Grantees shall submit a final report by the end of the agreement or within 30 days after the project is completed, or whichever date is sooner.
- Funds received from this grant must be used by Dec. 31, 2026.

I have attached an Interlocal Agreement that needs to be completed, signed, and returned to the address listed in the agreement. Please let me know if you have any questions. I can be reached at 248-858-0485 or at dobsonk@oakgov.com.

Regards,

Kenneth Dobson
American Rescue Plan - Director
Executive Office Building
2100 Pontiac Lake Rd
Waterford, MI 48328

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
Village of Beverly Hills**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the Village of Beverly Hills ("Public Body") 18500 13 Mile Road, Beverly Hills, MI 48025. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners has approved Miscellaneous Resolutions #21-303 and #21-382 assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal

or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Public Body** means the Village of Beverly Hills including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT.** Subject to the terms and condition of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$100,000 in grant funds to Public Body for the project scope it included in its application to the County, which is attached and incorporated into this Agreement as **Exhibit A**.
 - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): 082772856
 - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
 - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
 - e. FEDERAL AWARD DATE: May 28, 2021
 - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: September 1, 2022 to March 1, 2024.
 - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
 - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
 - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson.
 - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

3. **PUBLIC BODY'S RESPONSIBILITIES.**

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
 - 1. Project progress report including completion of deliverables included in project scope;
 - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
- c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding

received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
 - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
 - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County’s LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body’s use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public

Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.

9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform

Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- d. Public Body must register at sam.gov.
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the the grant funds and/or for noncompliance with this Agreement by Pubic Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public

Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. **DELEGATION OR ASSIGNMENT**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
16. **NO THIRD-PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
17. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
18. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, Attention: Kenneth Dobson, 2100 Pontiac Lake Rd., Waterford, MI, 48328
 - b. If Notice is sent to Public Body, it shall be addressed to: Village of Beverly Hills, 18500 W. 13 Mile Road, Beverly Hills, MI 48025.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the

court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

24. **ENTIRE AGREEMENT.**

- a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
- b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Jeffrey Campbell, Village Manager, Village of Beverly Hills hereby acknowledges that he/she has been authorized by a resolution of the Beverly Hills Village Council, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Jeffrey Campbell, Village Manager, Village of Beverly Hills

WITNESSED: _____ DATE: _____
[insert name, title]

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

EXHIBIT A

[Type text]

EXHIBIT B

To receive the full grant award of \$100,000, the Public Body must expend a match amount of \$100,000. The grant amount will match the amount expended by the Public Body for the following approved infrastructure projects up to \$100,000. The approved projects, the grant amount, and match required for the Public Body are as follows:

<i>Approved Project</i>	<i>Project Budget</i>	<i>Grant Reward</i>	<i>Public Body Match</i>
Decision Support Tool Planning	\$50,000	\$25,000	\$25,000
Basement Backup Protection Program Planning	\$25,000	\$12,500	\$12,500
Sanitary Sewer Planning	\$25,000	\$12,500	\$12,500
Water Line Service Verifications	\$110,000	\$50,000	\$60,000

The County shall not match any funds spent in excess of \$100,000 by the Public Body for the approved projects.



To: Honorable President George; Village Council Members
Jeffrey Campbell, Village Manager

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Beverly Park Chimney Repair

Date: September 2, 2022

A couple months ago, over forty bricks were suspiciously removed from the chimney at the Beverly Park pavilion. Administration obtained four quotes for the chimney repair, which varied in scope and cost. In addition to replacing the bricks, contractors noted other masonry and structural issues in need of repair.

The most comprehensive and cost-effective proposal was from Brick Heads Masonry & Concrete Specialists. The detailed proposal is attached for Council's review and consideration. The cost to repair the fireplace chimney (replace bricks, tuckpointing, fill mortar, etc.) is \$4,900.00. Brick Heads also recommended rebuilding the firebox which would cost an additional \$2,800.00. The bricks, stone, and mortar will match the existing structure. There is a ten-year warranty on the masonry work.

At the August 25, 2022 Parks & Recreation Board meeting, the Board discussed the scope of work and the necessary repairs due to missing bricks, water damage, and general wear and tear over the years. The Board voted to recommend that the Village Council approve the entire proposal from Brick Heads Masonry & Concrete Specialists in the amount of \$7,700.00.

Suggested Resolution:

Be it resolved, the Village Council approves the proposal from Brick Heads Masonry & Concrete Specialists to repair the Beverly Park pavilion chimney and rebuild the firebox in the total amount of \$7,700.00 as outlined on the July 11, 2022 proposal. Funds are available in account 208-900-985.00 (Capital Park Fund).

Attachment



Masonry & Concrete Specialists

586-709-2365

Brickheadsmasonry.com

Brickheadsmasonry@gmail.com

Proposal / Invoice

9763

WORK PERFORMED AT:

TO:

Beverly Park Chimney

18801 Beverly Rd.

Beverly Hills

48025

DATE

7-11-22

YOUR PHONE NO.

(248) 646-6404

DESCRIPTION OF WORK PERFORMED

□ Fireplace chimney = \$4,900.00

- Remove and tooth out any failed brick on brick walls of chimney from ground up as needed. Clean and prep all previous cut out sections as needed.
- Rebuild all wall sections with new in place to match and joint to match existing structure.
- Remove and Reset limestone top caps as needed. Tuckpoint failed mortar joints as needed on limestone. Inject new fire-retardant mortar to set and tuckpoint limestone with.
- Remove concrete crowns. Chisel off and prepare. Pour new 4 inch crowns with slope and pitch with Fiber cement.
- Tuckpoint / culture stone. Install / missing corner culture stone.
- Tuckpoint all Fire brick / Firebox section at all failed mortar joints.
- Remove and Reset all loose sections of Fireboxes as needed.
- Tuckpoint all culture stone sections. Inject new mortar & joint to match.

□ Firebox Rebuild = \$2,800.00

- Remove Back wall of Firebox at each opening. Rebuild new back Firebox wall with Fire Retardant mortar. Joint to match existing.

* Labor & material included in price.

* Clean site and haul away Debris. All coupons applied to price.

* 10 yr warranty on all masonry. 25% down, balance at completion.

With payment to be made as follows: Cash/Check

Dollars / Total:

ACCEPTANCE OF PROPOSAL

The Above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. payment will be made as outlined above.

Date _____

Signature _____

WORK COMPLETION

Contractor acknowledges by signing here that the customer has FULLY PAID the outstanding balance. Customer acknowledges by paying that the work has been completed as agreed and is satisfactory.

Contractor: _____ Date _____

Customer: _____ Date _____

[Please see reverse side for additional terms and conditions]



To: Honorable President George; Village Council Members
Jeffrey Campbell, Village Manager; Sheila McCarthy, Finance Director

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Invasive Species Maintenance Proposal

Date: September 2, 2022

Since 2018, the Village has been working to eradicate invasive species from Village parks. Most recently, over the last year, the Village contracted with GEI Consultants to remove and treat invasive species at Beverly Park and Riverside Park. Funds in the 21-22 agreement have been expended and GEI has prepared a proposal for ongoing maintenance using the 2022 rates established in the Ecological Restoration Services Agreement with Oakland County Parks, per the established Oakland County Intergovernmental Cooperative Purchasing Agreement.

The proposal from GEI Consultants for the next two growing seasons is attached for the Council's review and consideration. Each zone is broken down into a separate line item. GEI also provided a line item for 8 trees throughout Beverly Park where buckthorn is surrounding the landscaping that were not included in the initial treatment.

At the August 25, 2022 Parks & Recreation Board meeting, the Board discussed continuing efforts to eradicate invasive species. The Board agreed to remove Riverside Park from their recommendation to Council because there has been discussion about applying for grant funding to perform a prescribed burn at Riverside Park instead. Removing Riverside Park from the agreement reduces the total by \$2,760.00.

The maintenance agreement would consist of monitoring for invasives, stump treatment of resprouts, foliar treatment of new seedlings, and Phragmites treatment. In addition to invasive buckthorn, other invasives such as Phragmites and honeysuckle have been identified at the parks.

The Parks & Recreation Board recommended Council approve GEI Consultants' proposal dated July 15, 2022 for invasive species maintenance for two growing seasons at Beverly Park to include Zones A, B, C, and D, and cut-stump treatment around 8 trees as identified in the proposal in an amount not to exceed \$20,000.00.

Suggested Resolution:

Be it resolved, the Village Council approves the invasive species maintenance agreement with GEI Consultants of Michigan in an amount not to exceed \$20,000.00 over two growing seasons for

Zones A, B, C, and D and cut-stump treatment around 8 trees at Beverly Park as outlined in the July 15, 2022 proposal. Funds for this expense are available in account 101-751-778.04 (Buckthorn Eradication).

Attachment

Geotechnical
 Environmental
 Water Resources
 Ecological

June 5, 2022

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

Dear Ms. Rutkowski,

GEI Consultants of Michigan, P.C. (GEI) is pleased to provide the following proposal for the control of invasive species at Beverly Park and Riverside Park in Beverly Hills, Michigan for two growing season following initial treatments. GEI shall use the 2022 rates established in the Ecological Restoration Services Agreement with Oakland County Parks, as per the established Oakland County Intergovernmental Cooperative Purchasing Agreement established between GEI and Oakland County.

This proposal summarizes our understanding of the maintenance needs of each park and outlines our available scope of services, assumptions, and associated costs. This proposal also includes a separate optional line item for cut stump treatment of invasives surrounding landscape trees at Beverly Village Park. GEI will provide materials and qualified staff to implement restoration efforts. If awarded this project, Chris May will be committed as GEI's project manager. GEI will provide a field crew experienced with invasive species control.

Cost Breakdown

Location	Acreage	Yearly Cost	Total Cost
Beverly Park – Zone A	11.0	\$4,950	\$9,900
Beverly Park – Zone B	4.2	\$1,855	\$3,710
Beverly Park – Zone C	0.3	\$470	\$940
Beverly Park – Zone D	1.3	\$835	\$1,670
Beverly Park – Fence line and park interior	0.5	\$765	\$1,530
Beverly Subtotal:		\$8,875	\$17,750
Riverside Park	1.0	\$1,380	\$2,760
Riverside Subtotal:		\$1,380	\$2,760
Maintenance Grand Total:		\$10,255	\$20,510
Location	Trees	Cost per Tree	Total Cost
Beverly Park Cut-Stump	8	\$185	\$1,480

Grand Total All Line Items:	\$21,990
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Assumptions

- Maintenance of treatment zones will primarily consist of monitoring for invasives, retreatment of stump resprouts, foliar treatment of any new invasive seedlings, and phragmites treatments.
- All areas within the parks shall be monitored for new invasive populations.
- The main target species for all treatments will be common buckthorn (*Rhamnus cathartica*) but may include honeysuckle (*Lonicera spp.*), privet (*Ligustrum sinense*), glossy buckthorn (*Rhamnus frangula*) Common Reed (*Phragmites australis*), oriental bittersweet (*Celastrus orbiculatus*) or other invasive species with approval from park management.
- This proposal is for maintenance of treatment areas for two growing seasons following the initial treatment. Effectiveness of treatments will be re-evaluated after two growing seasons of maintenance and any future maintenance shall be discussed.
- Cut-stump removal of invasives around landscape trees in Beverly Hills Village Park is included in this proposal. Trees will be monitored for regrowth and retreated if necessary during the maintenance period.
- An integrated management strategy shall incorporate various methods and herbicides including glyphosate and triclopyr formulations. Common formulations for foliar treatments include a 4-7% solution of Triclopyr (Renovate 3) or Glyphosate (Roundup Custom), a non-ionic surfactant (Cygnet Plus), and dye (Cygnet Select) with water. Common formulations for girdling and cut stump treatments include a 50-100% solution of Triclopyr (Renovate 3) or Glyphosate (Roundup Custom), and dye (Cygnet Select) with water. Common formulations for phragmites treatments include 1-2% Glyphosate (Roundup Custom), a non-ionic surfactant (Cygnet Plus), and dye (Cygnet Select) with water.
- Only aquatic approved herbicides will be used at Riverside Park.
- Signs shall be posted around treatment areas following any application of herbicide for at least 24 hours.
- Herbicide applications shall not be made 6 hours prior to or following a rain event. Foliar applications shall not be made in wind speed over 15mph. All applicators shall possess a MDARD commercial applicators license.

Treatment Areas and Maintenance Tasks

- **Beverly Park: Zones A-D – totaling 16.8 acres**

The treatment area constitutes 11.0 acres of Zone A, 4.2 acres of Zone B, 0.3 acres of Zone C, and 1.3 acres of Zone D. GEI will provide an experienced crew to monitor treatment areas for invasives and complete the following maintenance tasks at Beverly Park. All previously cut stumps showing signs of reshoots shall be foliar treated or re-cut and daubed. All newly growing invasive seedlings shall be foliar treated. Any girdled trees showing signs of growth shall be re-girdled lower on the trunk of the tree. Small stands of phragmites shall be foliar sprayed in late fall.

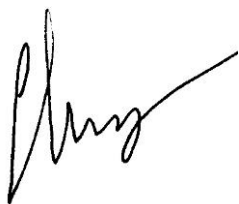
- **Beverly Park: Southern Fence Line and Interior Park Trees – 0.5 acres**
The treatment area constitutes .2 acres along the southern fence line of the park and any invasives growing around the base of ornamental landscape trees or within ornamental beds in the interior of the park. GEI will provide an experienced crew to monitor treatment areas for invasives and complete the following maintenance tasks at Beverly Park. All previously cut stumps showing signs of reshoots shall be foliar treated or re-cut and daubed. All newly growing invasive seedlings shall be foliar treated.
- **Riverside Park : 1.0 acre**
The treatment area constitutes 1.0 acre including the shoreline adjacent to the street, the Native Plant Demonstration Garden, and the peninsula. GEI will provide an experienced crew to monitor treatment areas for invasives and complete the following maintenance tasks at Riverside Park. All previously cut stumps showing signs of reshoots shall be foliar treated or re-cut and daubed. All newly growing invasive seedlings shall be foliar treated. Any girdled trees showing signs of growth shall be re-girdled lower on the trunk of the tree.
- **Beverly Park: Cut-Stump around Landscape Trees.**
The treatment area constitutes 8 ornamental landscape trees throughout Beverly Park. The trees are surrounded by common buckthorn. Please see attached photolog for images of landscape trees. GEI will provide and experienced crew to cut invasives at ground level and treated via dauber with herbicide. After initial cut stump treatment all landscape trees with monitored during the maintenance period and retreated if necessary. All previously cut stumps showing signs of reshoots shall be foliar treated or re-cut and daubed. All newly growing invasive seedlings shall be foliar treated.

Please review the proposal and contact GEI Project Manager Chris May cmay@geiconsultants.com or Field Supervisor Lindsey Scupholm at lscupholm@geiconsultants.com with any questions.

Thank you for your consideration and we look forward to working with you.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.

A handwritten signature in black ink, appearing to read "Chris May", with a long, sweeping horizontal stroke extending to the right.

Chris May
Senior Restoration Ecologist

A handwritten signature in black ink, appearing to read "Lindsey Scupholm", with a long, sweeping horizontal stroke extending to the right.

Lindsey Scupholm
Restoration Ecologist

Photo Log

Buckthorn around landscape trees at Beverly Hills Village Park



Photo 1: Buckthorn surrounding dead landscape tree near sledding hill.



Photo 2: Buckthorn surrounding landscape tree between sledding hill and baseball diamond.



Photo 3: Buckthorn surrounding landscape tree near exercise station.



Photo 4: Buckthorn surrounding landscape tree near exercise station.



Photo 5: Buckthorn surrounding tree near baseball diamond.



Photo 6: Buckthorn surrounding landscape tree near pond.



Photo 7: Buckthorn surrounding landscape tree near ice skating rink.



Photo 8: Buckthorn surrounding landscape tree between ice skating rink and baseball diamond.

Village of Beverly Hills

Beverly Park



Riverside Park





MEMO

Date: September 1, 2022
To: Jeffery Campbell, Village Manager
From: Thomas W. Trice, Interim Director Public Services
Subject: Roof Repairs/Inspection

Background – The roof at Village Hall has been leaking for quite some time. Over the course of the last several years different roofing contractors have been hired to make repairs to the current roof that is produced by Firestone. None of these companies were certified in solid rubber roofing produced by Firestone and their repairs failed. In July staff brought Royal Roofing, a Firestone certified corporation, in to inspect the roof and make several repairs. They were able to identify a couple of leaks and noted there were repairs that were made with non-compliant materials to the Firestone roof that needed to be replaced. The roof stopped leaking once the repairs were made. However, it should be noted that the HVAC system has not been properly maintained and is still leaking into the ventilation system. That area is currently being repaired.

Royal Roofing did the inspection of the roof and has recommended that the roof be repaired at a cost of \$6,075.00. They also suggested that the Village do a long-term inspection process where they would inspect the roof and make minor repairs twice a year, spring and fall to keep the roof in good condition, \$1,600.00/year. This will be charged to account 101.440.934.

It should be noted that Jay Blenkhorn has been heavily involved in this process. Thanks to his diligence we have reduced interior building repairs and cleanup.

Recommendation – Staff recommends that the roof be brought up to good condition by making the needed repairs as soon as possible at a cost of \$6,075.00 by Royal Roofing. Staff also recommends that a long-term agreement be put in place with Royal Roofing to do inspections twice each year for an annual cost of \$1,600.00/year. We are asking that the Village Council approve both requests.

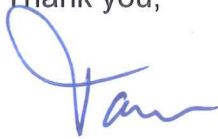
Recommended Resolution:

Be It Resolved that; the Beverly Hills Village Council approves the proposal submitted by Royal Roofing in the amount of \$6,075.00 for roof repairs at Village Hall for calendar year 2022 as outlined on the attached quote.

Be It Further Resolved that; the Beverly Hills Village Council approves the proposal submitted by Royal Roofing in the amount of \$1,600.00/year for roof inspections twice per year at Village Hall through calendar year 2026 as outlined on the attached quote.

Funds are available for both in account 101.440.934 (Buildings).

Thank you,



Thomas W. Trice,
Interim Director of Public Services



Jeffery Campbell,
Village Manager

Cc: Sheila McCarthy, Finance Director
Kristin Rutkowski, Clerk
Jay Blenkhorn, Assistant to the Village Manager
File

Management Report

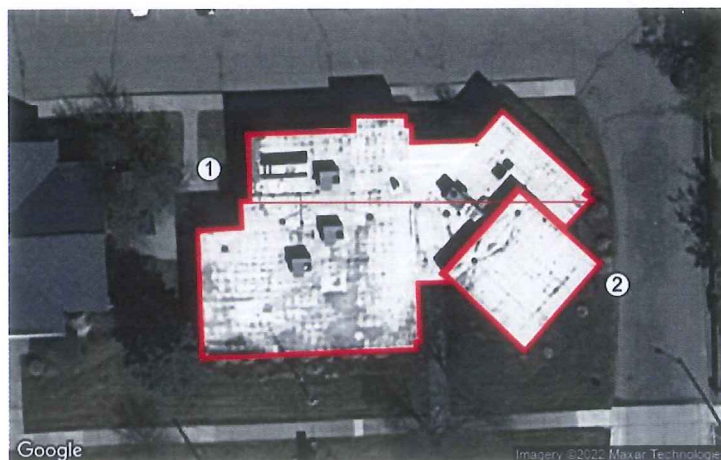


Village of Beverly Hills
Village Hall
18500 West 13 Mile Road, Beverly Hills, MI

Prepared For
Village of Beverly Hills



Site Overview



Total Sections: 2
Total Sq Ft: 6,474

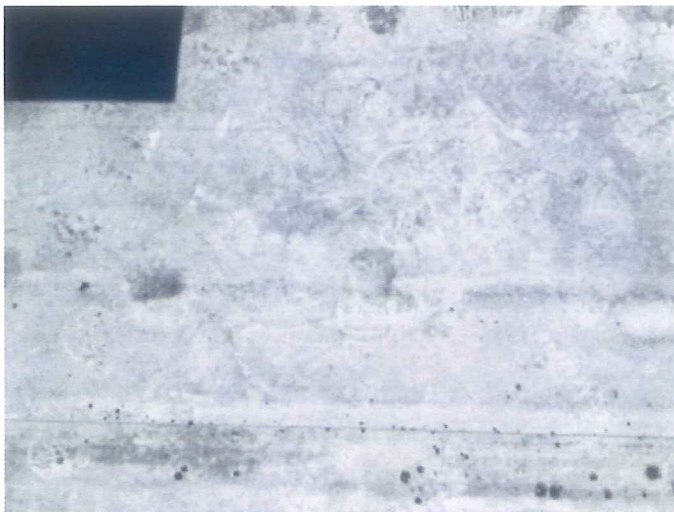
Map	Name	Sq Ft	Est Install	Grade
1	Section 1	5,345	2008	C
2	Section 2	1,129	2008	B

Village of Beverly Hills

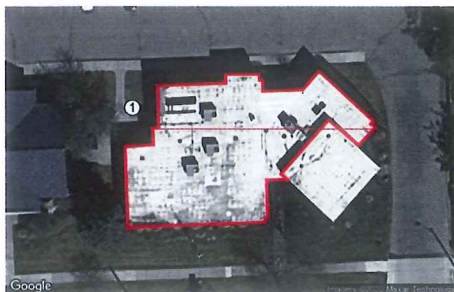
Composition

Section: Section 1
Size: 5345
Overall Grade: C

Inspection Date: 07/19/2022
Inspector: Joe Miller



Village Hall 18500 West 13 Mile Road Beverly Hills, MI 48025



Section 1

Metal

1.5 isocyanurate insulation
1.5 isocyanurate insulation
Firestone TPO fully adhered

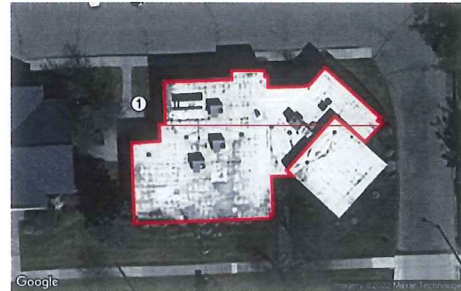
Village of Beverly Hills

Village Hall
18500 West 13 Mile Road
Beverly Hills, MI 48025

Observations

Section: Section 1
Size: 5345
Overall Grade: C

Inspection Date: 07/19/2022
Inspector: Joe Miller



General view looking north



General view looking west



General view looking south

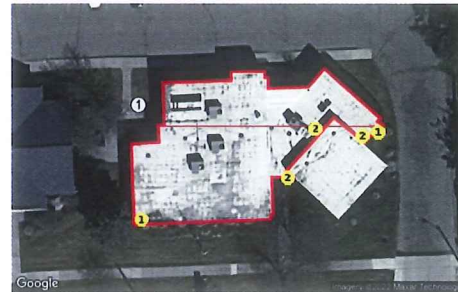


General view looking east

Deficiencies

Section: Section 1
Size: 5345
Overall Grade: C

Inspection Date: 07/19/2022
Inspector: Joe Miller



TPO - Overgrown trees on roof (Remedial)

Quantity: 2 EA

Deficiency:

There are trees starting to overgrow onto the roof surface. This can add to the debris and could damage the roof from punctures.

Corrective Action:

The overhanging branches will need to be trimmed by others to protect the roof membrane from damage.



Initial Inspection Common Deficiencies - Debris on roof (Emergency)

Quantity: 20 Sq Ft

Deficiency:

There is a good amount of debris scattered about the roof surface. This can damage the roof membrane and prevent proper drainage.

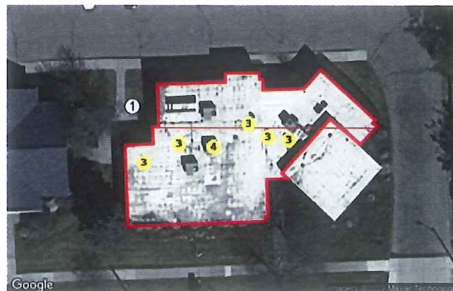
Corrective Action:

This will need to be cleaned and disposed of to protect the roof membrane and improve proper drainage.

Deficiencies (continued)

Section: Section 1
Size: 5345
Overall Grade: C

Inspection Date: 07/19/2022
Inspector: Joe Miller



Initial Inspection Common Deficiencies - Debris at roof drains (Emergency)

Quantity: 5 EA

Deficiency:

There is minor debris collecting at the roof drains. This can create ponding and excess weight on the roof surface.

Corrective Action:

This will need to be cleaned to ensure proper drainage.



TPO - Improper repairs (Emergency)

Quantity: 4 EA

Deficiency:

There are repairs made to this curb flashing with incorrect/incompatible materials. This will damage the roof membrane and create further problems.

"Eternabond Tape" a non-TPO product

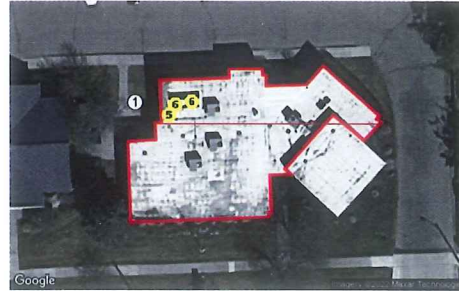
Corrective Action:

The incorrect materials will need to be removed and the problems repaired with proper materials and applications.

Deficiencies (continued)

Section: Section 1
Size: 5345
Overall Grade: C

Inspection Date: 07/19/2022
Inspector: Joe Miller



TPO - Missing securement clamp (Emergency)

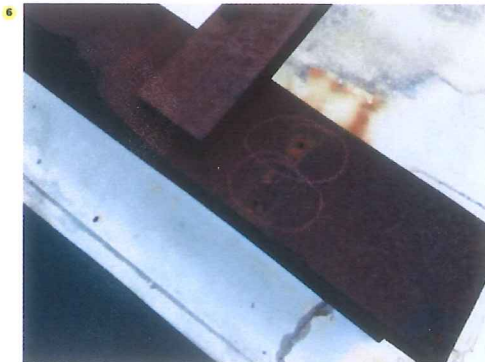
Quantity: 1 EA

Deficiency:

There is a missing securement clamp on a penetration. This can allow moisture to enter the roof system.

Corrective Action:

A proper clamp will need to be installed to prevent further damage.



TPO - Missing Fasteners (Emergency)

Quantity: 12 EA

Deficiency:

There are holes in 2 metal caps where equipment was previously removed

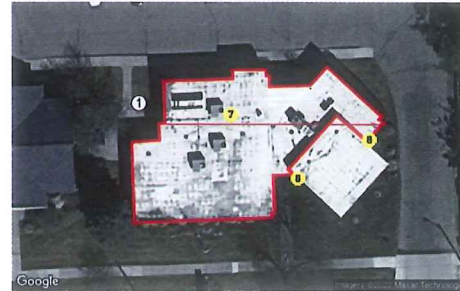
Corrective Action:

Seal all holes on these caps using a high-quality sealant. This will ensure a watertight seal.

Deficiencies (continued)

Section: Section 1
Size: 5345
Overall Grade: C

Inspection Date: 07/19/2022
Inspector: Joe Miller



Initial Inspection Common Deficiencies - Split in roof membrane (Emergency)

Quantity: 1 EA

Deficiency:

There is a split in the roof membrane due to age and/or movement of the building and roof system. This can allow moisture to enter the roof system and create a leak problem.

Corrective Action:

This needs to be cleaned and properly repaired with new materials.



Initial Inspection Common Deficiencies - Deteriorated caulk at metal counter-flashing (Emergency)

Quantity: 2 EA

Deficiency:

The caulk used on the metal wall counter-flashing is deteriorated and split. This can allow moisture to enter the roof system and create leak problems.

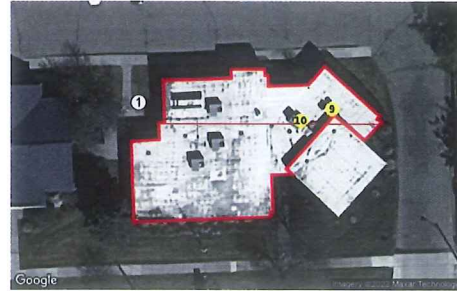
Corrective Action:

This will need to be cleaned and a new sealant installed for a proper repair.

Deficiencies (continued)

Section: Section 1
Size: 5345
Overall Grade: C

Inspection Date: 07/19/2022
Inspector: Joe Miller



TPO - Improper repairs (Emergency)

Quantity: 1 EA

Deficiency:

There are repairs made to the roof with incorrect/incompatible materials. This will damage the roof membrane and create further problems.

"Eternabond Tape" a non-TPO product

Corrective Action:

The incorrect materials will need to be removed and the problems repaired with proper materials and applications.



TPO - Improper repairs (Emergency)

Quantity: 3 EA

Deficiency:

There are repairs made to the roof with incorrect/incompatible materials. This will damage the roof membrane and create further problems.

"Eternabond Tape" a non-TPO product

Corrective Action:

The incorrect materials will need to be removed and the problems repaired with proper materials and applications.

Deficiencies (continued)

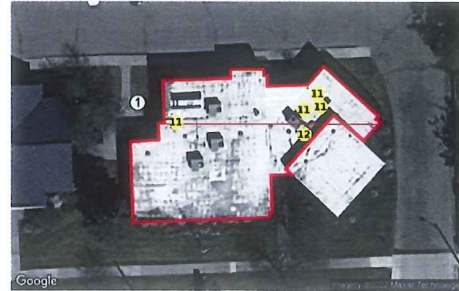
Section: Section 1

Size: 5345

Overall Grade: C

Inspection Date: 07/19/2022

Inspector: Joe Miller



Initial Inspection Common Deficiencies - Deteriorated caulk at penetration (Emergency)

Quantity: 4 EA

Deficiency:

The sealant used on all pipe penetration flashings are deteriorated and split. This can allow moisture to enter this area and create a leak problem.

Corrective Action:

These need to be cleaned and a new sealant installed to prevent a leak problem.



TPO - Exposed duct work (Emergency)

Quantity: 200 Sq Ft

Deficiency:

The existing duct work insulation has been wrapped with foil tape. However, there are still several openings in the foil back membrane. There has been failed attempts to properly seal the exposed duct work.

Corrective Action:

We will fully adhere an EPDM membrane to the entire duct work surface. We will properly tie the new membrane to the HVAC unit. All detail work will be in compliance per roofing industry standards. This repair will ensure a water tight seal and prevent any further leak issues.

Deficiencies (continued)

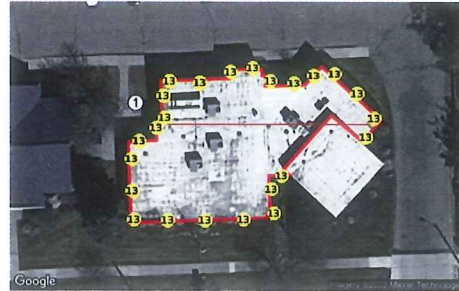
Section: Section 1

Size: 5345

Overall Grade: C

Inspection Date: 07/19/2022

Inspector: Joe Miller



Initial Inspection Common Deficiencies - Deteriorated caulk at edge metal (Emergency)

Quantity: 65 EA

Deficiency:

The existing caulk is deteriorated and open at edge metal seams. This can cause leak issues.

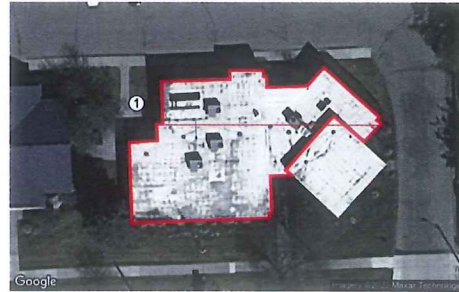
Corrective Action:

Clean old and install a new high quality caulk as required at all edge metal seams.

Summary

Section: Section 1
Size: 5345
Overall Grade: C

Inspection Date: 07/19/2022
Inspector: Joe Miller



Condition Summary

Membrane: C
Flashings: C
Sheet Metal: B

Overall: C

Overall Grade

A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Recommendations

- The overall condition of this roof section is fair to good.
- Several deficiencies were identified for repair to prevent further damage to the roof system.
- Once the deficiencies have been repaired a preventative maintenance plan is recommended to keep the roof clean, minimize the chance of leak issues, and to help ensure or extend the life of the roof
- Leak areas were reported during inspection. After a thorough investigation of the roof area, it is determined that the mechanical units seem to be taking in water during rain events. An authorized mechanical contractor should be notified to further investigate.

Village of Beverly Hills

Composition

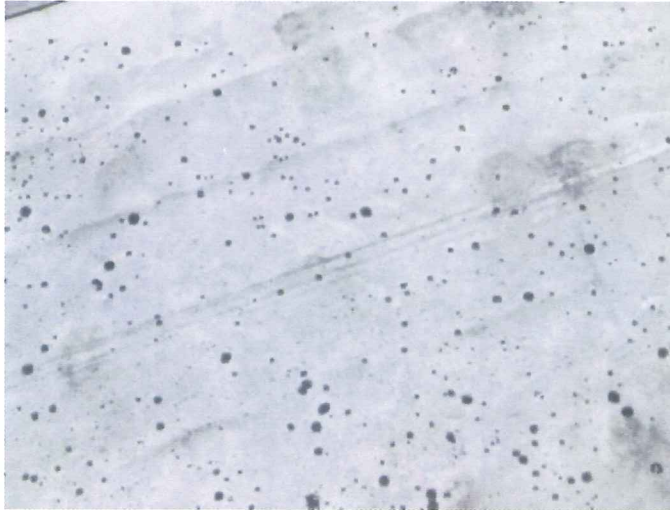
Section: Section 2

Size: 1129

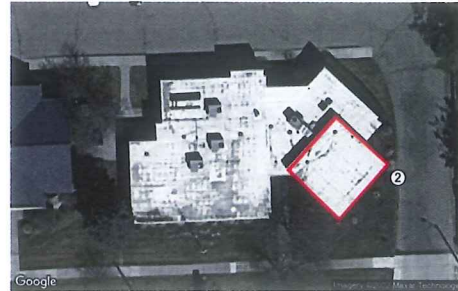
Overall Grade: B

Inspection Date: 07/19/2022

Inspector: Joe Miller



Village Hall 18500 West 13 Mile Road Beverly Hills, MI 48025



Section 2

Metal

1.5 isocyanurate insulation

1.5 isocyanurate insulation

Firestone TPO fully adhered

Site Overview

Section 1

Section 2

Budget Matrix

Observations

Deficiencies

Summary

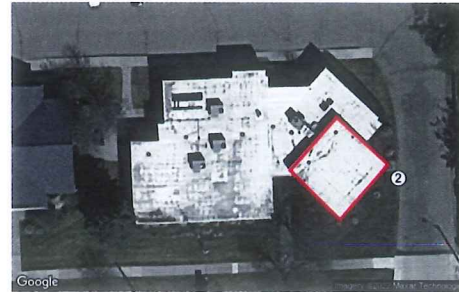
Village of Beverly Hills

Village Hall
18500 West 13 Mile Road
Beverly Hills, MI 48025

Observations

Section: Section 2
Size: 1129
Overall Grade: B

Inspection Date: 07/19/2022
Inspector: Joe Miller



General view looking south



General view looking north



General view looking east

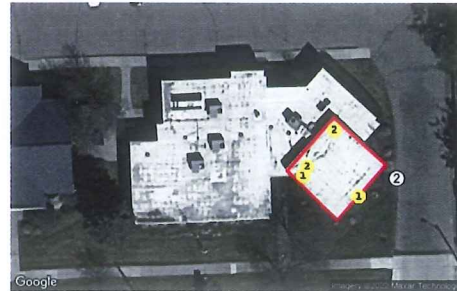


General view looking west

Deficiencies

Section: Section 2
Size: 1129
Overall Grade: B

Inspection Date: 07/19/2022
Inspector: Joe Miller



TPO - Overgrown trees on roof (Emergency)

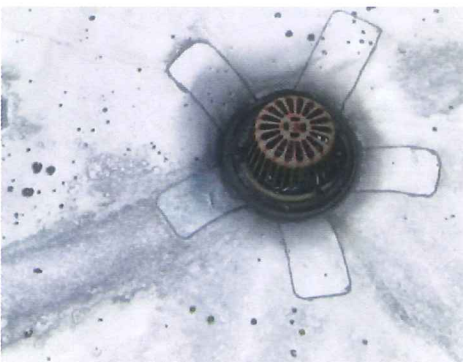
Quantity: 2 EA

Deficiency:

There are trees starting to overgrow onto the roof surface. This can add to the debris and could damage the roof from punctures.

Corrective Action:

The overhanging branches will need to be trimmed by others to protect the roof membrane from damage.



Initial Inspection Common Deficiencies - Debris at roof drains (Emergency)

Quantity: 2 EA

Deficiency:

There is minor debris collecting at the roof drains. This can create ponding and excess weight on the roof surface.

Corrective Action:

This will need to be cleaned to ensure proper drainage.

Deficiencies (continued)

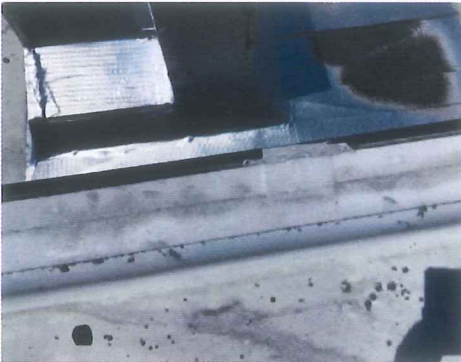
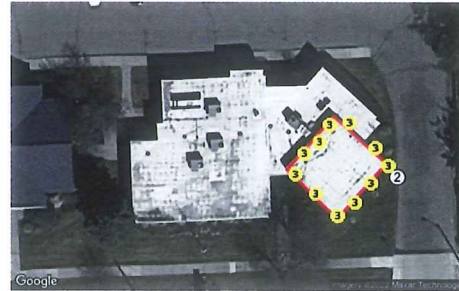
Section: Section 2

Size: 1129

Overall Grade: B

Inspection Date: 07/19/2022

Inspector: Joe Miller



Initial Inspection Common Deficiencies - Deteriorated caulk at edge metal (Emergency)

Quantity: 22 EA

Deficiency:

Existing caulk is deteriorated and open at edge metal seams.

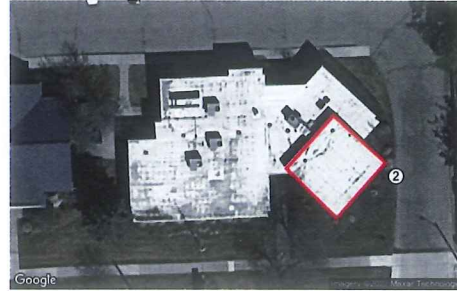
Corrective Action:

Clean old and install a new high-quality caulk as required at all edge metal seams.

Summary

Section: Section 2
Size: 1129
Overall Grade: B

Inspection Date: 07/19/2022
Inspector: Joe Miller



Condition Summary

Membrane: B
Flashings: B
Sheet Metal: B

Overall: B

Overall Grade

A = 10 Years or more of service life remaining
B = 8-10 Years of service life remaining
C = 5-7 Years of service life remaining
D = 2-4 Years of service life remaining
F = Less than 1 Year of service life remaining

Recommendations

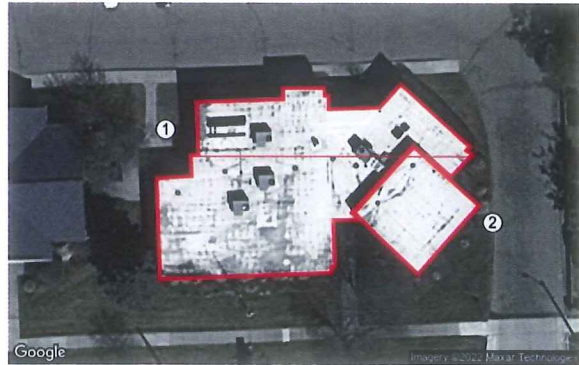
-The overall condition of this roof section is good. Some deficiencies were identified for repair to prevent further damage to the roof system.

-Once the deficiencies have been repaired a preventative maintenance plan is recommended to keep the roof clean, minimize the chance of leak issues, and to help ensure or extend the life of the roof

Royal Roofing Company, Inc.
2445 Brown Rd Orion, MI 48359
Village of Beverly Hills
18500 West 13 Mile Road
Beverly Hills, MI 48025



PROPERTY:
Village Hall
18500 West 13 Mile Road
Beverly Hills, MI



DESCRIPTION	AMOUNT
<input type="checkbox"/> Emergency	\$6,975.00
<input type="checkbox"/> Remedial	\$0.00

PAYMENT TERMS
Due Upon Receipt

AUTHORIZATION TO PROCEED	
Signature: _____	Date: _____ \$ 6,975. _____
Printed Name: _____	PO # _____

Standard terms and conditions are expressly incorporated into this proposal. No deviation from the work specified in contract will be committed unless a change order is first agreed



August 11, 2022

Village of Beverly Hills
18500 West 13 Mile Road
Beverly Hills, MI 48025

Attn: Jay Blenkhorn

Subject: Royal Roofing - **RoofGard** / 2023 *Semi-Annual* Preventative Maint. Program

Mr. Blenkhorn ,

The following document is an invitation to enroll your facility's roof-system(s) into the **Royal Roofing Company-RoofGard Preventative Maintenance Program**. We're pleased to offer a proposal to enter the following Village of Beverly Hills facility roof area(s) into the RoofGard program:

✓ **Village of Beverly Hills-Village Hall** ▲ 18500 West 13 Mile Road ▲ Beverly Hills, MI

The Royal Roofing Company **RoofGard Preventative Maintenance** service program is a proactive maintenance program designed to protect new and existing roof systems before damage is done. This program will help increase the life expectancy of the roof system(s), guard / protect your facility from costly damage.

We propose to perform a thorough investigation of the condition on each roof section and thus submit a detailed roof overview showing, equipment, roof penetrations, and defects. Moreover, we propose to provide Semi-Annual Roof Inspection & Maintenance Service, at the aforementioned facility, and perform preventative activities that will include:

- ✓ Visual Inspection of all Roof-Section(s)
 - All *Key Roof Components* are Inspected
 - Industry & Roof Manufacturer – required practices are employed on all repairs.
 - Modifications Proposal(s) are provided; if unusual wear is observed, to assist in extending useful life.
 - *Costs - Over and Above maintenance repairs.*
 - If required, future year repair work budgets will be provided.
- ✓ Maintenance Repair(s) - Minor Deficiencies and Perform Cleaning
 - Minor Cuts & Punctures, Clean Drains/Gutters, and Remove Debris
- ✓ Submit an Updated Inspection & Maintenance Report of Findings and Repairs Made
 - On those roofs determined unrepairable, and to assist with budgeting efforts, reports will contain capital forecast information / replacement costs.

By enrolling into this program, you will also be provided On-Line Access to view all of your pertinent roof information and service history. In addition, priority-repair service in the event that sudden water intrusion.



The cost to enroll into the **RoofGard** program is stated below.

- Roof Preventative Maintenance Cost: \$1,600. (*Annual Cost*)
 - Too take place in the *Spring & Fall Seasons* (March/April & October/November)
 - Cost shown includes all required maintenance-repair material(s).



Royal Roofing Co., Inc.'s Standard Terms and Conditions are attached to this Proposal and incorporated into and made a part of this Proposal.

Thank you,

Michael LeVans

Michael LeVans

Royal Roofing Co.

Office: (248) 276-7663

Fax: (248) 276-9170

Cell: (248) 755-2373

mlevans@royal-roofing.com

By placing my signature in the space below, I acknowledge that I have read and accept the terms of this proposal; I am responsible for the payment and authorize Royal Roofing Co., Inc. to proceed with the services as referenced in this proposal.

Client Accepted by: _____ Date: _____

Print Name: _____

Business/Corporation Name: _____

Title of Person Signing: _____

2445 Brown Road ▲ Orion, MI 48359
Phone: (248) 276-7663 ▲ Fax: (248) 276-9170
www.royal-roofing.com



Royal Roofing Co., Inc.
Standard Terms and Conditions

The following are the Standard Terms and Conditions incorporated into and made a part of the Proposal by Royal Roofing Co., Inc. to the client.

Ownership of Documents: All reports and other documents produced by Royal Roofing under this agreement shall remain the property of Royal Roofing and may not be used by the client for any purpose unless Royal Roofing has received payment in full of all outstanding invoices.

Invoices/Payments: Invoices for Royal Roofing's services shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Royal Roofing may, without waiving any claim or rights against the client, and without liability whatsoever to the client, terminate the performance of the service.

Late Payments: Invoices unpaid 60 days after the invoice date shall be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the then unpaid balance. In the event the account is placed for collection, the client shall pay all costs of collection, including actual attorney's fees and expenses.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of this agreement to both the client and to Royal Roofing, the risks have been allocated such that the client agrees Royal Roofing's total liability to the client for any and all injuries, claims, losses, expenses, damages arising out of this agreement, or related to this agreement, from any cause, shall not exceed the dollar amount of the fee charged to client by Royal Roofing. Such causes include, but are not limited to, claims of Royal Roofing's negligence, errors, omissions, representations or misrepresentations, breach of contract or breach of warranty.

Certification, Guarantees and Warranties: Royal Roofing shall not be liable for certifying, guaranteeing or warranting, the existence of conditions of which Royal Roofing could not ascertain at the time of its inspection.

Additional Services: In the event that Royal Roofing is asked to perform or required to perform repairs or services not within the scope of this proposal, client shall be responsible to pay all costs to perform the repairs and services.

Indemnification: The client shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Royal Roofing, its officers, directors, employees, agents and subcontractors from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Royal Roofing.

Entire Agreement: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



MEMO

Date: September 1, 2022
To: Jeff Campbell, Village Manager
From: Thomas W. Trice, Interim Director Public Services
Subject: Pavement Marking

Background – The Village of Beverly Hills has traditionally bid out the painting of center lines, edge markings, legends, stop bars and crosswalk on the major roads that the Village has jurisdictions. Because of the transition of staffing over the past year, this item was not bid by the Village.

The Michigan Manual of Uniform Traffic Control Devices set the standards for pavement markings and signage within the state. Agencies and jurisdictions are required to follow the manual when maintain the roadways. The Road Commission for Oakland County has bid out this process and will allow the Village to utilize the bid pricing to paint the major roads in the Village. Because of their size and the ability to utilize their purchasing power, the cities, and villages in Oakland County tag on to this bid contract for their street markings. The contractor also does the painting in the County at one time as well.

Center/Edge Line Painting – The Village is responsible for the maintenance of 13 Mile, portions of 14 Mile, Evergreen and Beverly per PA 51, 103,000+ feet of pavement lines. The State funds maintenance of these major roads through PA 51. The estimated cost for this work through the RCOC contract is \$15,015.60. This is to be charged to the major road fund, account 202-474-933.02. I will recommend that \$16,500 be used as the cost because the lineal foot measurement is an estimate that was confirmed by paper measurements. RCOC will see that the work is completed and invoice the Village.

Turning Arrows, Only, Stop Bars, Crosswalks and School legends are also a part of the RCOC contract. Every signalized intersection requires these types of markings and areas around parks and schools. I am not recommending that these marking be done this year. However, I recommend that the marking be done every other year. Line

painting completed one year and the additional markings the following year. Fourteen Mile between Lahser and Evergreen is not included in this year's project.

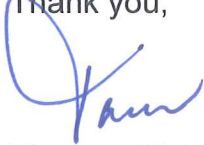
Recommendation – It is staff's recommendation to Village Council is to utilize the RCOG contract for center line and edge markings to be completed in the Village of Beverly Hills in 2022. The cost of this work is estimated at \$16,500.00. We would ask that the Council approve this agreement.

Recommended Resolution:

Be It Resolved that; the Beverly Hills Village Council approves the proposal bid pricing submitted by the Road Commission for Oakland County in the amount of \$16,500.00 for center line and edge markings in the Village of Beverly Hills for calendar year 2022 as outlined on the attached.

Funds are available in account 202-474-934.02 (R&M Centerline).

Thank you,



Thomas W. Trice,
Interim Director of Public Services



Jeffery Campbell,
Village Manager

Cc: Sheila McCarthy, Finance Director
Kristin Rutkowski, Clerk
File



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Department of Traffic-Safety

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4802

FAX
248-858-4814

www.rcocweb.org

August 23, 2022

Tom Trice, Public Services Director
18500 W. 13 Mile Road
Beverly Hills, MI 48025

Dear Mr. Trice:

Subject: 2022 Road Commission Pavement Striping Program

The Road Commission for Oakland County has performed roadway pavement striping for your municipality in past years. We have recently taken competitive bids from private contractors to provide this service. The contract was awarded to PK Contracting Inc., Troy, Michigan.

In the contract, there is a provision that the contractor will provide striping services to your municipality at the Road Commission contract price. ***The price per foot for Sprayable Thermoplastic Pavement Markings, 4" Yellow is \$0.113/LF and 6" White is \$0.178/LF.***

If your municipality is interested in having our contractor stripe your roadways, it is essential that you notify us in writing on or before ***September 2, 2022***. Please include which roads you want painted with "Centerline and Edge line" or "Centerline" only. (A list of the roads with beginning and ending points, with a map is the preferred information).

If you have any questions concerning the pavement marking program, you may call me at (248) 466-4529.

Sincerely,

Cromwell Lamug Cromwell Lamug
Aug 23 2022 9:17 AM

Cromwell Lamug
Traffic Operations Engineer
Traffic-Safety Department

cc: Danielle Deneau, P.E.
Alexander Rucinski, P.E.
Tim Becroft

August 23 2022
Center Line Painting Estimate
RCOC Pricing

	Type	Footage	Cost/ft	Cost
Beverly Road				
Evergreen to Southfield	Edge	5,400	0.178	\$961.20
Southfield to Evergreen	Edge	5,400	0.178	\$961.20
Evergreen to Southfield No Passing	Center	10,800	0.113	\$1,220.40
Greenfield to Southfield	Edge	5,100	0.178	\$907.80
Southfield to Greenfield	Edge	5,100	0.178	\$907.80
Greenfield to Southfield No Passing	Center	10,200	0.113	\$1,152.60
13 Mile				
Evergreen to 500' west of Old Stage	Edge	7,500	0.178	\$1,335.00
500' west of Lincolnshire to Evergreen	Edge	7,500	0.178	\$1,335.00
Evergreen to 500' west of Lincolnshire No Passing	Center	15,000	0.113	\$1,695.00
14 Mile				
Lahser to 200 feet west of Robinwood	Edge	2,400	0.178	\$427.20
200 feet west of Robinwood to Lahser	Edge	2,400	0.178	\$427.20
Lahser to 200 feet west of Robinwood No Passing	Center	4,800	0.113	\$542.40
Evergreen				
13 Mile to 14 Mile	Edge	5,400	0.178	\$961.20
14 Mile to 13 Mile	Edge	5,400	0.178	\$961.20
13 Mile to 14 Mile No Passing	Center	10,800	0.113	\$1,220.40
Total		103,200		\$15,015.60



To: Honorable President George; Village Council Members
Jeffrey Campbell, Village Manager

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

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

Date: September 1, 2021

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

The Village is eligible to receive \$9,909.00 in Municipal Credits and \$17,110.00 in Community Credits for Fiscal Year 2023. The funds from SMART are paid directly to the subcontractor.

The agreement has been reviewed by the Village Attorney and is attached for Council's consideration.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council hereby authorizes Village Administration to execute a contract with the Suburban Mobility Authority for Regional Transport for Municipal Credits in the amount of \$9,909.00 and Community Credits in the amount of \$17,110.00 for Fiscal Year 2023.

Attachment

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2023

I, **JEFFREY CAMPBELL**, as the **VILLAGE MANAGER** of the **VILLAGE of BEVERLY HILLS** (hereinafter, the “Community”) hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period **July 1, 2022** through **June 30, 2023** (Section 1 below), and **Community Credits** available for the period **July 1, 2022** to **June 30 2023** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$ **9,909.00** in **Municipal Credit** funds as follows:

- | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| (a) | Transfer to _____
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ _____ |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Services Purchased from Subcontractor
<u>NEXT</u>
<small>(NAME OF SUBCONTRACTOR)</small>
<small>(See attached Subcontractor Service Agreement)</small> | At the cost of: \$ <u>9,909.00</u> |

Total \$ 9,909.00

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State’s approved budget. In the event that revenue actually received is insufficient to support the Legislature’s appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by **June 30, 2025**; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$ **17,110.00** in **Community Credit** funds available as follows:

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

(e) Services Purchased from Subcontractor

At the cost of: \$ 17,110.00

NEXT

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

Total \$ 17,110.00

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in **FY 2023**, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by **June 30, 2026** any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

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

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

VILLAGE of BEVERLY HILLS

Signature

DWIGHT FERRELL

Printed Name

GENERAL MANAGER

Title

Date

Signature

JEFFREY CAMPBELL

Printed Name

VILLAGE MANAGER

Title

Date

EXHIBIT A *(NEXT)*

PROJECT DESCRIPTION

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

The Village of Beverly Hills contracts with NEXT to provide transportation to its residents.

Service Area (*Provide geographic boundaries*):

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

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

Fare Structure (*Cost to use service*):

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

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: **VILLAGE of BEVERLY HILLS**

Contract Period: **July 1, 2022 – June 30, 2023**

Account Number: **48204**

OPERATING EXPENSES:

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

Driver Wages

Fringe Benefits

Gasoline & Lubricants

Vehicle Insurance

Parts, Maintenance Supplies

Mechanic Wages

Fringe Benefits

Dispatch Wages

Other (*Specify*)

Sub-Total (Operating Expenses)

\$ 0

PURCHASED SERVICE:

Taxi Service

Charter Service

SMART Bus Tickets

SMART Shuttle Service

SMART Dial-A-Ride

Other (NEXT)

\$27,019.00

Sub-Total (Purchased Service)

\$27,019.00

CAPITAL EQUIPMENT:

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

Computer Equipment

Software

Vehicle

Maintenance Equipment

Other (Specify)

Sub-Total (Capital Equipment)

\$ 0

TOTAL EXPENSES:

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

\$27,019.00

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	\$ 9,909.00
Community Credit Funds	\$ 17,110.00
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares (<i>Contracted Service</i>)	
Other (<i>Specify</i>)	

TOTAL REVENUE:

\$27,019.00

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



To: Honorable President George; Village Council Members

From: Jeff Campbell, Village Manager

Subject: Appointing Delegates for MERS Annual Conference

Date: September 2, 2022

The Municipal Employees' Retirement System of Michigan is holding its annual conference on September 26-27, 2022, in Acme, Michigan. The conference consists of meetings, general sessions, and breakout sessions where attendees may receive continuing professional education credits. Each member organization can send 1 officer delegate and 1 employee delegate to attend and have voting rights at the annual meeting. The officer delegate is a department head, and the employee delegate is selected by his/her eligible peers. An alternate officer delegate and an alternate employee delegate are also selected, should an appointed delegate be unable to attend.

Suggested Resolution:

Be it resolved that the Beverly Hills Village Council hereby appoints Carissa Brown as the officer delegate and Rob Ginther as the employee delegate to represent the Village of Beverly Hills at the Annual MERS Conference in Acme, Michigan on September 26-27, 2022. Furthermore, the Council appoints Jeff Campbell as the alternate officer delegate and Tanner Lawson as the alternate employee delegate, should an appointed delegate be unable to attend.



MEMO

Date: September 1, 2022
To: Jeffery Campbell, Village Manager
From: Thomas W. Trice, Interim Director Public Services
Subject: Bridge Inspections

Background – The Michigan Department of Transportation requires that all bridges in the state be inspected every 2 years by an MDOT certified inspector. HRC has done these inspections since 1995. There have been no major issues in the past but there have been some required repairs. There are 5 bridges/culverts that require this inspection process. Village staff met with the MDOT consultants that set the criteria and inspections up in July to be prepared for a Federal inspection on the chance that we were randomly selected. We have not been selected.

MDOT requires that the Village make assignment of a certified inspector to complete the inspections. We have designated Richard B. Nacey from HRC as the Village inspector.

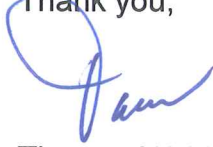
Recommendation – Staff recommends that the Village Council approve HRC to complete the required bridge inspections at a cost not to exceed \$12,075.00. This will be charged to the major road fund, 202-474-934.03.

Recommended Resolution:

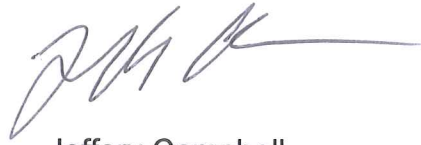
Be It Resolved that; the Beverly Hills Village Council approves the proposal submitted by HRC in the amount of \$12,075.00 for bridge inspections in the Village of Beverly Hills for calendar year 2022 as outlined on the attached quote.

Funds are available in account 202-474-934.03 (Bridges).

Thank you,

A handwritten signature in blue ink, appearing to be 'T. Trice', written over the printed name.

Thomas W. Trice,
Interim Director of Public Services

A handwritten signature in blue ink, appearing to be 'J. Campbell', written over the printed name.

Jeffery Campbell,
Village Manager

Cc: Sheila McCarthy, Finance Director
Kristin Rutkowski, Clerk
File

August 11, 2022

Village of Beverly Hills
18500 W 13 Mile Road
Michigan, 48309-3033

Attention: Mr. Jeffrey Campbell, Village Manager

Re: 2022 MDOT Bridge Structure Inventory and Appraisal:
Proposal to Provide Engineering Services

HRC Job No. 20220760

Dear Mr. Campbell,

We are pleased to offer our engineering services to the Village of Beverly Hills for the 2022 MDOT Vehicular Bridge Structure Inventory. It is noted that Hubbell, Roth & Clark, Inc. (HRC) is pre-approved to provide these services to the Village through our General Engineering Services Agreement. The vehicular bridges requiring biennial inspections are as follows:

1. 13 Mile Road over the Rouge River
2. Evergreen Road (bridge) over the Rouge River
3. Evergreen Road (culvert) over the Rouge River
4. Riverside Road over the Rouge River
5. Riverview Drive over the Rouge River

Our estimate of hours and associated costs for the various tasks of this project are as follows:

Task	Hours	Avg. Rate	Total Cost
• Field Investigation (2 person crew)	30	\$125.00	\$ 3,750.00
• MiBridge Reporting	45	\$125.00	\$ 5,625.00
• Summary Report & Project Management	20	\$135.00	\$ 2,700.00
Total Not-to-Exceed Cost			\$ 12,075.00

These inspections will be performed by a certified MDOT bridge inspection Qualified Team Leader. Once the field investigation for the vehicular bridges is complete, reporting requirements will be completed using the Michigan Bridge Inspection System (MiBridge) interactive web site through the Michigan Department of Transportation (MDOT). The Village will need to "assign" Richard B. Nacey on the MDOT web site for us to complete the work on-line. No further on-line action will be required by the Village. Upon project completion, a letter summarizing the results of the project will be provided for your files.

Field inspections of the vehicular bridges will be conducted in mid-September and all information will be entered onto the MiBridge site in October to coincide with the 2-year deadline from the previous inspections. The summary report of the findings will be provided to the Village in late October. All work shall be completed in accordance with-in the terms and conditions of our existing General Engineering Services Agreement.

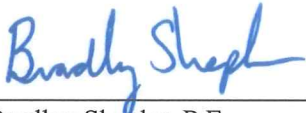
Delhi Township 2101 Aurelius Rd. Suite 2A Holt, MI 48842 517-694-7760	Detroit 535 Griswold St. Buhl Building, Ste 1650 Detroit, MI 48226 313-965-3330	Grand Rapids 1925 Breton Road SE Suite 100 Grand Rapids, MI 49506 616-454-4286	Howell 105 W. Grand River Howell, MI 48843 517-552-9199	Jackson 401 S. Mechanic St. Suite B Jackson, MI 49201 517-292-1295	Kalamazoo 834 King Highway Suite 107 Kalamazoo, MI 49001 269-665-2005	Lansing 215 S. Washington SQ Suite D Lansing, MI 48933 517-292-1488
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Please note that HRC has inspected these structures, uninterrupted every two years since 1995. We do appreciate the opportunity to continue to provide these culvert and bridge inspection services for the Village.

Should you concur with this proposal, please sign below to serve as our authorization to proceed and return. Thank you again for considering us and we look forward to our continued service to the Village of Beverly Hills. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Bradley Shepler, P.E.
Senior Associate

Date: August 11, 2022

pc: HRC; D. Mitchell, R. Nacey, J. Nagle, File

Recommended by:
VILLAGE OF BEVERLY HILLS

Jeffrey Campbell, Village Manager

Date: _____

VILLAGE MANAGER'S REPORT
JEFFREY R. CAMPBELL
SEPTEMBER 6, 2022

Storm Update and Branch Pickup – On August 29, 2022, the Village of Beverly Hills experienced a storm and wind gusts of up to 70+ mph. This resulted in over a dozen downed power lines. In addition, at least 20 trees or large limbs from trees came down and blocked the local and major roads. Comeau and Public Safety worked all night to secure and clear the roads. I want to publicly thank them for their outstanding service. I would also like to thank Interim DPW Director Tom Trice and the Director of Public Safety Torongeau for their assistance.

The Village picked up branches throughout the Village last week and will continue chipping services for the remainder of the week. Branches and limbs that are 2" to 6" in diameter will be picked up by DPW for chipping. Thank you for your cooperation and patience.

Read in the Park – Read in the Park will take place on Saturday, September 17th from 1-4 p.m. at the Beverly Park pavilion. Meet authors, walk the Storybook Trail, and enjoy beautiful Beverly Park. Here is a highlight of the events:

- *At 1:00 p.m. join Detroit native Dr. Ed Sarkis Balian for a fascinating multimedia program about the one and only Motor City legend Bob Seger. Ed is the author of Turn the Page: The Bob Seger Story, the only Seger biography written to date.*
- *At 3:00 p.m. visit with Amy Young, author and illustrator of the A Unicorn Named Sparkle series and many other books. She'll give kids a mini art lesson and you can learn how she illustrates.*
- *Afterwards, walk the Story Book Trail and read all about Sparkle. Both authors will take questions from the audience and sign books after they speak.*
- *Local bookseller The Book Beat of Oak Park will be on site selling Amy Young's books for signing and Dr. Ed Sarkis Balian will have books for purchasing and signing as well.*

The event is presented by Baldwin Public Library and The Village of Beverly Hills Parks & Recreation, with support from the Friends of Baldwin Public Library and the Jane R. Cameron Endowment.

Summer Tax Bills – Please consider this a reminder that summer tax bills are due back to Southfield Twp. by September 14, 2022. Both bills are payable to Southfield Township.

Java and Jazz – Java and Jazz is on Sunday, September 18th from 9 to noon featuring the Ryan Bills Trio. Special thanks to the Goddard School, Beverly Hills for sponsoring the coffee for this series.

Village Newsletter – The September edition of the Villager Newsletter is in production and should be arriving in mailboxes soon. An electronic copy is available on the Village website.

VILLAGE OF BEVERLY HILLS

RESOLUTION TO GO INTO CLOSED SESSION
TO DISCUSS COLLECTIVE BARGAINING NEGOTIATIONS
PURSUANT TO MCL 15.268(c)

At a regular meeting of the Village Council, Oakland County, Michigan, held at the Village Office at 18500 W. Thirteen Mile Road, Beverly Hills, Michigan 48025, on 6th day of September, 2022 at 7:30 p.m.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ with
support from _____ moves to adopt the following resolution:

WHEREAS, at the regular Village Council Meeting held on Tuesday, September 6, 2022, Village Council desires to go into closed session to discuss union negotiations.

NOW, THEREFORE, BE IT RESOLVED that the Beverly Hills Village Council hereby agrees to meet in Closed Session, as permitted by the Open Meeting Act MCL 15.268(c) at the Regular Meeting held on Tuesday, September 6, 2022, at 7:30 p.m., Michigan Time, at the Village of Beverly Hills, 18500 W. Thirteen Mile Road, Beverly Hills, Michigan, 48025. The purpose of the Closed Session is to discuss collective bargaining negotiations with the Village Labor Attorney, Ms. Gouri.

RESOLVED,

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTIONS: _____

RESOLUTION DECLARED ADOPTED.

John George, President

CERTIFICATION

I, Kristin Rutkowski, being the duly appointed and qualified Clerk of the Village of Beverly Hills, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of a Resolution adopted by the Village Council of the Village of Beverly Hills at its regular meeting held on September 6, 2022.

KRISTIN RUTKOWSKI, Village Clerk

Beverly Hills Public Safety **Activity Report**

Aug 11th- Aug 31st 2022

- 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.
- The Public Safety Department responded to 16 Wires Down reports in one day. Please see tips at the end of this report.
- DTE recommends that you stay away from downed power lines and keep your distance of at least 30 feet.

CALLS FOR SERVICE

- **400 Calls for Service.**
- **83 Tickets issued.**
- **18 Arrests**
- Crime Prevention at Greenfield School.
- Operation Medicine Cabinet.
- Traffic Complaint on Evergreen and Beverly.
- Hospice Death on Buckingham.
- Crime Prevention at Greenfield School.
- Crime Prevention at Market Fresh.
- Fraud Report on Southfield.
- Identity Theft report on Vernon.
- Operation Medicine Cabinet.
- Lift Assist on Arlington.
- Peace Officer Duties on Beechwood.
- Crime Prevention at the Corners Shopping Mall.
- Assist Southfield PD with car accident on 13 Mile.
- Officers were dispatched to a report of an overdose victim on 13 Mile. Upon Arrival the victim had no pulse and was not breathing. Officers administered Narcan and started CPR. The victim was revived and transported to the hospital. A suspect with the victim

was arrested for possession of cocaine and larceny from a building.

- Beverly Park closed for the night.
- Suspicious Circumstances on Buckingham and Madison.
- Crime Prevention on Southfield.
- Welfare Check on Beechwood.
- Applicant ride along.
- Crime Prevention at Beverly Park during a concert.
- A vehicle was stopped for an expired plate at Southfield and Beverly. The driver was found to be suspended and was taken into custody without incident. The subject was cited and released and the vehicle was impounded.
- Medical on Churchill.
- Beverly Park closed for the night.
- Crime Prevention at Detroit Country Day School.
- Douglas Evans Park secured for the night.
- Crime Prevention on Riverside and Evergreen.
- Crime Prevention at the Corners Shopping Center after hours.
- Assisted Royal Oak PD with a suspicious Vehicle.
- Suspicious Persons at Evergreen and 13 Mile.
- Crime Prevention at Lincoln Hills and 14 Mile.
- Suspicious Persons on Vernon.
- Medical on Verona Circle.
- Radar Detail on 13 Mile and Evergreen.
- Medical on Rutland.
- Medical on Pines Drive.
- Loose Dog complaint on Ronsdale.
- Suspicious Occupied Vehicle at Tubby's Restaurant.
- Traffic Enforcement on Evergreen and Waltham.
- Crime Prevention on Beverly and Greenfield.
- Crime Prevention on Pierce and Kirkshire.
- A vehicle was stopped for defective brake lights at Southfield and 13 Mile. The driver was found to be suspended and was taken into custody without incident. The subject was cited & released at the scene and the vehicle was impounded.
- Crime Prevention on 14 Mile and Blossom.
- Two juveniles were found parked on Walmer after hours and were released to their parents.
- Crime Prevention on Pierce and Beechwood.
- A driver was stopped for running a stop sign at Norchester and Beverly. The driver showed signs of

intoxication and failed multiple sobriety tests. The driver was taken into custody for Drunk Driving and the vehicle was towed.

- Fire Alarm on Birwood.
- Medical on Lahser.
- Suspicious Circumstances on Sheridan.
- Medical at Mission Point.
- Lift Assist on Arlington.
- Smoke Investigation on Pickwick Lane.
- Lift Assist on Southview.
- Animal Complaint at Beverly Park.
- Fire Truck Checks at the station.
- Medical on Marimoor.
- Crime Prevention on Lahser and 13 Mile.
- Gate secured at Douglas Evans Park.
- Crime Prevention on Waltham and Evergreen.
- Crime Prevention on 14 Mile and Southfield.
- Alarm on Evergreen.
- Alarm on Sheridan.
- Motorist Assist on Southfield and 14 Mile.
- Crime Prevention at the Corners Shopping Mall.
- Commercial Fire Alarm on Southfield.
- Traffic Enforcement at Beaconsfield and Saxon.
- Lift Assist on Embassy.
- A driver was stopped for driving erratically and speeding at 14 Mile and Greenfield. The driver showed signs of intoxication and failed multiple sobriety tests. The driver was arrested for drunk driving and taken into custody without incident.
- Beverly Park closed for the night.
- Traffic Enforcement at 13 Mile and Southfield.
- Radar Detail at Waltham and Evergreen.
- Crime Prevention at Pierce and Dunblaine.
- Crime Prevention at Berkshire School.
- Crime Prevention at Greenfield and Birwood.
- Traffic Enforcement at 13 Mile and Greenfield.
- Crime Prevention at Beechwood and Bates.
- Crime Prevention at Beverly and Evergreen.
- Radar Detail at Greenfield and Charrington.
- Radar Detail at Lahser and Hilltop.
- A driver was stopped for speeding at Locherbie and Birmingham. The driver was found to be suspended with multiple warrants and was taken into custody without incident. The other jurisdictions could not pick

up the subject on their warrants. The subject was cited & released and the vehicle was impounded.

- Family Trouble on Beechwood.
- Suspicious Persons on Birwood.
- Traffic Complaint on 14 Mile and Evergreen.
- Crime Prevention at the construction zone at 14 Mile and Old Post.
- Traffic Accident at 13 Mile and Lahser.
- Traffic Enforcement at 14 Mile and Lahser.
- Prisoner Transport from Birmingham PD to Beverly Hills PD.
- Crime Prevention in the Corners Shopping Mall.
- Crime Prevention at 14 Mile and Evergreen.
- Solicitor Complaint on Arlington.
- Traffic Enforcement at Faircrest and Saxon.
- Traffic Enforcement at 13 Mile and Greenfield.
- Assist Citizen at Taco Bell.
- Beverly Park closed for the night.
- A driver was stopped for speeding on Evergreen at Wellesley. The driver was found to be suspended with a warrant and was taken into custody without incident. The other jurisdiction could not pick up on their warrant. The subject was cited & released and the vehicle was impounded.
- Citizen Assist at Southfield and 13 Mile.
- Traffic Complaint at 14 Mile and Bellvine Trail.
- Traffic Complaint at construction zone near 14 Mile and Eastlady.
- Suspicious Person at Beaconsfield and Riverside.
- Crime Prevention at Pierce and Dunblaine.
- Radar Detail at Lahser and Hillview.
- Traffic Enforcement at 14 Mile and Southfield.
- Crime Prevention at Greenfield and Kirkshire.
- A vehicle was stopped for defective equipment at 14 Mile and Lahser. The driver was found to be suspended with multiple warrants. The driver was taken into custody without incident. The jurisdictions holding the warrants asked us to advise the subject. The subject was cited & released and the vehicle was impounded.
- Neighbor Trouble on Dunblaine.
- Suspicious Circumstances on Beverly.
- Medical on Kinross.
- Traffic Detail at Groves High School.
- Larceny on Kinross.

- Motorist Assist on 13 Mile and Lahser.
- Medical on Southfield.
- Medical on Southfield and 13 Mile.
- Traffic Enforcement at Pierce and Dunblaine.
- Carbon Monoxide Detector alarm on Locherbie.
- Beverly Park closed for the night.
- Crime Prevention at 13 Mile and Greenfield.
- Crime Prevention at Evergreen and Waltham.
- Suspicious Persons at Edgewood and Birwood.
- Assisted Royal Oak PD with an unsecured vehicle at Greenfield and Verona.
- Crime Prevention on 14 Mile and Blossom.
- A vehicle was stopped for defective equipment at 14 Mile and Southfield. The driver was found to be suspended with multiple warrants. The driver was taken into custody without incident. The jurisdictions holding the warrants asked us to advise the subject. The subject was cited & released and the vehicle was impounded.
- Suspicious Vehicle at Birmingham and Kirkshire.
- Operation Medicine Cabinet.
- Crime Prevention at Pierce and Beverly.
- Suspicious Persons at Foxboro and Sleepy Hollow.
- Informational report taken on Madison.
- A vehicle was stopped for not having any visible license plate at Evergreen and Carriage Lane. The driver had a revoked driver's license and was taken into custody without incident. The subject was cited and released at the scene.
- Informational report taken on Beechwood.
- A lost wallet was found at CVS and returned to the owner that resides in Beverly Hills.
- Medical on Beverly.
- Radar Detail on Evergreen and Waltham.
- Motorist Assist on Southfield and Beverly.
- Officers met with Orchard Lake PD officers and took custody of a subject with warrants from Beverly Hills PD. The subject was transported to the station without incident and was released after paying bond.
- Crime Prevention on Southfield and 13 Mile.
- Crime Prevention on 14 Mile and Pierce.
- Beverly Park closed for the night.
- Crime Prevention at the Corners Shopping Center.
- Traffic Enforcement at 13 Mile and Greenfield.
- Crime Prevention at Greenfield and Charrington.

- Motorist assist at Southfield and Gould.
- Crime Prevention at Detroit Country Day School.
- Crime Prevention at 13 Mile and Lincolnshire.
- Crime Prevention at 14 Mile and Bassett Court.
- Crime Prevention at 14 Mile and Lincoln Hills.
- Alarm on 13 Mile.
- Assist citizen on Kirkshire.
- Suspicious person on Huntley Square east.
- Crime prevention on Fairfax.
- Crime prevention on Greenfield.
- Crime prevention on Southfield.
- Medical on Huntley Square.
- Crime prevention on 14 Mile.
- Crime prevention on 13 Mile.
- Crime prevention on Saxon.
- Traffic control on 14 Mile and Greenfield.
- Crime prevention on Beverly.
- Suspicious circumstances on Southfield.
- Traffic control on 13 Mile.
- Crime prevention on 13 Mile.
- Lost property on Birwood.
- Assist other police agency on White Oaks.
- Traffic complaint on 14 Mile.
- Fire alarm on Southview.
- Suspicious person on Gould court.
- Fraud on Pines drive.
- Traffic complaint on Beverly.
- Suspicious vehicle on Lincolnshire.
- Traffic control on Greenfield.
- Parks and recreation checks.
- Crime prevention on 13 Mile.
- Assist citizen on Beverly.
- Noise ordinance on Bedford.
- Fire trucks check.
- Animal complaint on Old Stage.
- Threats complaint on Camelot court.
- Alarm on 13 Mile.
- Medical on 13 Mile.
- Alarm on Village Pines.
- Animal complaint on Allenton.
- Crime prevention on 13 Mile.
- Parks and recreation check.
- Suspicious person on Southfield.
- Crime prevention on Southfield.
- Crime prevention on Madison.
- Radar enforcement on Southfield.

- Officers stopped a vehicle on Kirkshire with no license plate. The driver was stopped and arrested for possession of drugs, driving while license suspended and obstructing an officer by lying about her identity. The arrest took place without incident.
- Carbon Monoxide Fiddlers Cove.
- Animal complaint on Walmer.
- Someone damaged a car door on Rutland.
- Alarm on 13 Mile.
- Medical on Birwood.
- Operation medicine cabinet.
- Medical on 13 Mile.
- Assist citizen on Embassy.
- Crime prevention on Pierce.
- Crime prevention on 14 Mile.
- Crime prevention on Beverly.
- Suspicious person on Allerton.
- Crime prevention on Beverly.
- Suspicious vehicle on Stellamar.
- Radar enforcement on 14 Mile.
- Crime prevention on Rutland.
- Crime prevention on Piece.
- Crime prevention on Greenfield.
- Crime prevention on 13 Mile.
- Medical on Elizabeth.
- Larceny (from an unlocked vehicle on 13 Mile).
- Fire alarm on Smallwood.
- Animal complaint on West Lady.
- Animal complaint on Embassy.
- Crime prevention on Camelot.
- Selective enforcement on 14 Mile.
- Fireworks on Buckingham.
- Radar enforcement on Evergreen.
- Crime prevention on Beverly.
- Misdemeanor arrest on outstanding warrant. Bloomfield PD met with Officer from station who arrested subject with warrants from the 46th District court. Subject was processed and lodged at Birmingham Police without incident.
- Medical on Birwood.
- Monthly LEIN audit at station.
- Animal complaint on Lahser.
- Prisoner transport to court and back to station.
- Crime prevention Southfield.
- Crime prevention on 13 Mile.

- Assist other department on serious injury accident at Greenfield and 14 Mile.
- Fire Alarm on 14 Mile.
- Animal complaint on Highbank.
- A purple Apple phone was found at Beverly Park and was turned into the station.
- Selective enforcement on 14 Mile.
- Alarm on 13 Mile.
- Park and recreation checks.
- Crime prevention on Greenfield.
- Assist Royal Oak police with a “strong armed robbery”.
- Alarm on Georgetown.
- Traffic crash on 13 Mile.
- Miscellaneous complaint on 13 Mile.
- Identity theft on Old Stage.
- Alarm on Southfield.
- Crime prevention on Southfield.
- Larceny from car at Market Fresh.
- Crime prevention on 13 Mile.
- Larceny from a car on Greenfield while at the Valvoline shop/Greenfield. The boyfriend who stole the computer gave it back later on in the day.
- Officers arrested a subject for Driving while License Suspended and several other warrants on Greenfield and 13 Mile. The arrest was made after the subject was driving with expired plates and no license. The arrest was without incident.
- Crime prevention on Riverside.
- Parks and recreation checks.
- Radar enforcement on 13 Mile.
- Officers arrested a subject for Driving While License Suspended with warrants on Southfield without incident. The suspect had several warrants outstanding and was transported to meet with Troy City Police on Woodward to exchange the suspect again without incident.
- Crime prevention on Southfield.
- Juvenile complaint on Evergreen.
- Medical at Mission Point.
- Medical on Southfield.
- Traffic Accident on 13 Mile.
- Medical at Mission Point.
- Crime Prevention at Queen of Martyrs.
- Reckless Driving reported on 13 Mile and Lahser.
- Citizen Assist at the station.

- Operation Medicine Cabinet.
- Medical on Evergreen.
- Suspicious Person at Beverly Park.
- Medical on Bedford.
- Crime Prevention on Lincolnshire.
- Crime Prevention at 14 Mile and Pierce.
- Suspicious Circumstances on Vernon.
- Beverly Park closed for the night.
- Crime Prevention at Evergreen and 13 Mile.
- Crime Prevention at the Corners Shopping Mall.
- A vehicle was stopped for defective equipment at Southfield and 13 Mile. The driver was found to be suspended with outstanding warrants and was taken into custody without incident. The jurisdictions holding the warrants asked us to advise the subject on them. The subject was cited and released at the scene.
- Traffic Enforcement at Southfield and 13 Mile.
- Crime Prevention at Greenfield and Beverly.
- Crime Prevention at Beverly School.
- Crime Prevention at Charrington and Greenfield.
- Lift Assist on Walmer.
- Radar Detail at Lahser and Hillview.
- Traffic Accident at Lahser and 13 Mile.
- Traffic Accident at Greenfield and 13 Mile.
- Parking Complaint at Sheridan and Madoline.
- Medical on Devonshire.
- Follow Report taken on Robinhood.
- Welfare Check on Locherbie.
- Alarm on 13 Mile.
- Confiscated Property report taken at Evergreen and Old Coach.
- Beverly Park closed for the night.
- Suspicious Persons at Beverly School after hours.
- Crime Prevention on 14 Mile.
- Traffic Enforcement on 14 Mile and Lahser.
- Open garage door secured after hours on Pickwick.
- Suspicious Circumstances on Buckingham.
- Crime Prevention on Rutland and 13 Mile.
- Crime Prevention on Pierce and Beverly.
- Crime Prevention at Berkshire School after hours.
- Crime Prevention at Beverly Park.
- Suspicious Persons at Charrington and Greenfield.
- Fire Truck Checks at the station.
- Alarm on Coryell.
- Medical on 14 Mile.
- Citizen Assist at Mission Point.

- Radar Detail at Lahser and Hillview.
- Suspicious Person on 13 Mile.
- Alarm on Beechwood.
- Operation Medicine Cabinet.
- Medical on Coryell.
- Beverly Park closed for the night.
- Crime Prevention at Rutland and 13 Mile.
- Crime Prevention at Lahser and 14 Mile.
- Crime Prevention at Greenfield School after hours.
- Crime Prevention at Beverly Park.
- Crime Prevention in Huntley Square Apartments.
- Crime Prevention at the Corners Shopping Mall.
- Crime Prevention at Douglas Evans Park.
- Crime Prevention at Greenfield School.
- Reckless Driving reported on Southfield and 14 Mile.
- Crime Prevention at Beverly Elementary.
- Background started for new hire.
- Operation Medicine Cabinet.
- Crime Prevention at Detroit Country Day School.
- Lift Assist on Southview.
- Crime Prevention at Groves High School.
- Crime Prevention at Beverly School.
- Crime Prevention at Lincolnshire and Georgetown.
- Suspicious Persons on Kirkshire.
- Crime Prevention at Market Fresh Shopping Center.
- Crime Prevention at 14 Mile and Evergreen.
- Solicitor Complaint on Hampton.
- Crime Prevention at the Corners Shopping Mall.
- Wires Down on Beverly.
- Wires Down on Beverly and Auburn.
- Medical on 14 Mile.
- Wires Down on Eastlady.
- Wires Down on Stafford.
- Wires Down on Buckingham.
- Tree Down over Lahser and 13 Mile.
- Citizen Assist on Arlington.
- Wires Down on Kinross.
- Tree Branch Down over Southfield.
- Radar Detail at 13 Mile and Old Stage.
- Traffic Complaint at 14 Mile and Greenfield.
- Road Hazard removed at 13 Mile and Rock Creek.
- Citizen Assist on Kinross.
- Suspicious Person on topper Court.
- Wires Down on Eastlady.
- Wires Down on Lincolnshire and 13 Mile.
- Wires Down on Birmingham and Bates.

- Wires Down on Buckingham.
- Tree branch over Buckingham.
- Wires Down on Stafford.
- Medical at Mission Point.
- Tree Branch over Lahser.
- Beverly Park closed for the night.
- Crime Prevention at Groves High School.
- Crime Prevention at Edgewood and Kirkshire.
- Suspicious Vehicle at Groves High School.
- A driver was stopped for improper passing at 13 Mile and Southfield. The driver was found to be suspended and taken into custody without incident. The Subject was cited and released at the scene.
- Assisted DTE with traffic at Buckingham and Bates.
- Wires Down on Lahser and Metamora.
- Wires Down at Beverly and Auburn.
- Wires Down on Nottingham.
- Odor Investigation on Buckingham.
- Crime Prevention at Beverly School.
- Alarm on Smallwood.
- Wires Down on Smallwood Court.
- Wires Down on Robinhood.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Crime Prevention at Market Fresh shopping Center.
- Crime Prevention at Beverly School.
- Road Hazard removed at 13 Mile and Southfield.
- Crime Prevention at Detroit Country Day School.
- Citizen Assist on Lahser.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Animal Complaint on Arlington.
- Radar Detail at 13 Mile and Evergreen.
- Alarm on Warwick.
- Intimidation report taken on 13 Mile.
- Crime Prevention at the Corners Shopping Mall.
- Traffic Enforcement at Saxon and Beaconsfield.
- Crime Prevention at Groves High School.
- Traffic Enforcement at 14 Mile and Evergreen.
- Tree branch over Reedmere and Glencoe.
- Station Detail at the police station.
- Beverly Park closed for the night.
- Parking Complaint on Pebblestone and Georgetown.
- Juvenile Complaint on Birwood.
- Motor Carrier traffic stop at 14 Mile and Lahser.
- Radar Detail at Southfield and Locherbie.

- Crime Prevention on Pierce.
- A driver was stopped for speeding on Southfield and 13 Mile. The driver was found to be suspended with a warrant and was taken into custody without incident. The subject was cited released on our charge but was turned over to Wayne County on their warrant.
- Radar Detail at 13 Mile and Evergreen.
- Crime Prevention at Birmingham and Beechwood.
- Lift Assist on Weston.
- Suspicious Person at Groves High School after hours.

FIRE & EMERGENCY MEDICAL SERVICES

- 26 EMS Calls - Medicals.
- 16 Power Lines Down.
- 7 Lift Assist/Invalid Assist.
- 5 Fire Alarms.
- 1 Odor/Smoke investigation.
- 1 CO Alarm.
- 3 Weekly Apparatus Checks.
- Supervise Midnight Platoons 3 and 4.
- Bi-Weekly NFIRS data export uploaded to FEMA.
- Submitted grant acceptance for Fit Test Mask Equipment Through FEMA-GO.

DETECTIVE BUREAU AND SCHOOL LIAISON

- Care House Interview for juvenile.
- In custody arraignment for receiving and concealing/Cocaine Possession.
- Range training at Bald Mountain.
- SLO Balagna at Swat training.
- Arraignment on stolen vehicle.
- SLO Balagna with SWAT at Woodward Cruise.
- SLO Balagna attended Union meeting.
- In custody arraignment for DWLS-FTA.
- Dropped off evidence at OC crime lab.
- Pediatric trauma training.
- In person court for CSC case at 46th District.
- Court innovations at 46th District Court.
- Order for prints done for 46th District Court.
- Investigate Larceny from Auto at Valvoline oil shop.
- Investigate Larceny from Auto at Market Fresh.
- Started background for potential new hire.

- Assisted with ALICE training at Beverly Hills Academy.
- Groves Security detail.
- Criminal Sexual Conduct interview at station.
- SLO Balagna attended Groves Football game.

Downed Power Lines (please note)

Touching a power line can cause serious injury or death. You can't tell by looking whether a line is "live" or "hot" or not. Even if a downed line isn't actively sparking, **always assume it is carrying electricity.**

- Stay at least 30 feet away from any downed power line, and don't go near the pole or anything touching the line.
- Call 911 immediately if a power line is down. (Note: please use this option only if you actually see a downed wire. Do not assume that because your power is out there must be a wire down somewhere.)
- Warn others to stay at least 30 feet away from the line until help arrives. Keep pets away, too.
- If a downed line is near water - even a small puddle - keep well away.
- Be careful not to stand under damaged tree limbs or power lines. Tree limbs can become weakened during a storm but not fall until several hours or days later. The same can be true for damaged power lines or poles.
- Don't drive or walk over downed power lines.
- If a wire falls on a vehicle, passengers should *stay inside the vehicle* until help arrives.
- Downed power lines that come in contact with a vehicle create a dangerous situation. Do not touch the vehicle. Call 911 immediately to report it.

Customers with a communication disability can report a downed wire using the appropriate TTY/TDD relay service.

Free COVID test scam targets people on Medicare

By Gema de las Heras
August 23, 2022

Scammers have been targeting Medicare recipients with a fake offer to get “free COVID tests.” They’re calling and running websites, online and television ads to try to convince people to give their Medicare information. But if you give them your information, they’ll bill fraudulent charges to Medicare.

We’re hearing about many Medicare recipients who signed up for these free COVID tests and never got them. And what makes matters worse is that scammers could also bill for other products and services people didn’t need — and didn’t get.

If you or someone you know is covered by Medicare, here’s how to avoid these scams:

- *During the COVID-19 public health emergency Medicare does in fact cover 8 free COVID-19 tests a month, but no one from Medicare will call you with an offer. If someone calls and says they’re from Medicare and offers you a “free COVID test,” hang up right away.

- *The federal government is also offering free COVID-19 tests to every residential household. No insurance information or even your name is required. To order free test kits from the government, go to special.usps.com/testkits or call 1-800-232-0233 (TTY 1-888-720-7489). They’ll be delivered to your home for free. Each order includes 8 tests. Every U.S. household is entitled to place two orders for a total of 16 tests.

- *Medicare beneficiaries can get their free tests at participating pharmacies. Find a partial list [here](#).

- *Never give your Medicare or other personal information over the phone to anyone who calls out of the blue, asking for it.

- *Fraudulent charges may affect your Medicare coverage. Although the money doesn’t come directly out of your pocket, you may not be able to get medical equipment you need. Check your Medicare Summary Notice to be sure you (and Medicare) are only being charged for services you really got.

- *Find out more about Medicare fraud by visiting [CMS.gov](https://www.cms.gov) or calling 800-MEDICARE (800-633-4227). Also, read the FTC’s [article on medical identity theft](#).

Kristin Rutkowski

From: Comcast Heartland <Comcast_Heartland@comcast.com>
Sent: Thursday, August 25, 2022 12:41 PM
Cc: Mazurek, Kyle
Subject: Comcast Programming Advisory

Good afternoon:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change:

- Effective September 30, 2022, the Olympic Channel will cease operations.

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

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