

Village of Beverly Hills
Regular Village Council Meeting
Tuesday, April 18, 2023

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

Zoom link: <https://us02web.zoom.us/j/89568482259>

Meeting ID: 895 6848 2259

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

AGENDA

Roll Call/Call to order

Pledge of Allegiance

Amendments to Agenda/Approve Agenda

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

1. Review and consider approval of [minutes](#) of a regular Council meeting held April 4, 2023.
2. Review and file [bills](#) recapped as of Monday, April 10, 2023.

Business Agenda

1. Review and consider artist [agreements](#) for the 2023 Sculptures in the Parks Program.
2. Presentation and [Proposal](#) for Sidewalk Maintenance.
3. Review and consider [resolution](#) for West Nile Virus Fund expense reimbursement.
4. Review and consider Traffic Signal Generator [Agreement](#) with the Road Commission for Oakland County.
5. Review and consider adoption of the Village of Beverly Hills Emergency Operations Support [Plan](#).
6. Review and consider [Proposal](#) and Contract for Crack Sealing Services of Major and Local Roads.
7. Review and consider Tax Collection [Services](#) to be provided by Southfield Township.
8. Review and consider FY 2023 [Budget Amendments](#).

Public Comments

Manager's [report](#)

Council comments

Adjournment

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

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

REGULAR COUNCIL MEETING MINUTES – APRIL 4, 2023 – PAGE 1

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

Absent: None

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

ROLL CALL/CALL TO ORDER/PLEDGE OF ALLEGIANCE

President George called the regular Village Council meeting to order at 7:38 p.m. in the Village Council Chambers located at 18500 W. Thirteen Mile Road, Beverly Hills, MI 48025. The Pledge of Allegiance was recited by those in attendance.

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Motion passed.

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

None.

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 joint Planning Commission/Council meeting held February 8, 2023.
2. Review and consider approval of minutes of a regular Council meeting held March 21, 2023.
3. Review and consider approval of minutes of Closed Session meeting held March 21, 2023.
4. Review and file bills recapped as of Monday, March 27, 2023.
5. Refer site plans for 31215 Southfield Road to the Planning Commission for review and recommendation.
6. Set public hearing date for May 2, 2023 to receive comments on the Fiscal Year 2023/2024 proposed budget.

Roll Call Vote:

Motion passed (7-0)

BUSINESS AGENDA**PROCLAMATION RECOGNIZING THE LAST FRIDAY IN APRIL AS ARBOR DAY IN THE VILLAGE OF BEVERLY HILLS**

President George proclaimed the following:

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

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WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS Arbor Day is now observed throughout the nation and the world, and

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, John George, President of the Village of Beverly Hills do hereby proclaim the last Friday of April as Arbor Day in the Village of Beverly Hills, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

REVIEW AND CONSIDER REQUEST FROM BEVERLY HILLS LIONS CLUB TO HOST WHITE CANE COLLECTION FROM APRIL 21 TO MAY 7, 2023

Administration received a request from the Beverly Hills Lions Club to host their annual White Cane Collection in the Village from April 21 – May 7, 2023. Solicitation would primarily occur at the Corners Shopping Center and Market Fresh, at 13 Mile and Southfield Roads. The Village Council has approved this request for the past several years. A certificate of liability insurance has been submitted to the Clerk's Office.

Dennis Alberts was present on behalf of the Beverly Hills Lions Club. Alberts and his wife, Margaret, are the co-chairs of the White Cane Collection. He noted that funds raised during the White Cane Collection will be used to support activities related to the sight and hearing impaired. He stated that the Lions Club supports the Village of Beverly Hills by providing a scholarship opportunity to Beverly Hills students and hosting the Memorial Day Fun Run. The Lions Club also participates in the Halloween Hoot and the annual park clean up event. He noted that the club has already obtained permission from the property owners to solicit funds for the White Cane Collection. He said the club would appreciate the Council's support and approval.

George stated that he appreciates all the good work the Beverly Hills Lions Club does for the community.

Motion by White, second by Mooney, be it resolved, the Beverly Hills Village Council authorizes the Beverly Hills Lions Club to solicit donations for their annual White Cane Collection from April 21 to May 7, 2023 within Beverly Hills and approves their request

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to have the sign outside of the Village Office temporarily read: “Support Lions White Cane Collection April 21 through May 7, 2023” provided that a Certificate of Liability Insurance naming the Village as an additional insured is submitted to the Clerk’s Office.

Roll Call Vote:

Motion passed (7-0)

REVIEW AND CONSIDER AWARDING BID TO PROVIDE CYBER SECURITY SERVICES FOR THE VILLAGE OF BEVERLY HILLS

Campbell provided an overview of the request. In the fall of 2022, the Village Council asked the Administration to prepare a bid for cybersecurity services to be provided to the Village of Beverly Hills. The Village went out for an RFP at the beginning of 2023. A copy of the RFP is included for reference. The Village Administration received seven proposals from bidders across the country. Village Administration has reviewed the bids received for cybersecurity services. A copy of the Bid Tab was provided to the Council for reference.

Upon review of the related experience with and the emphasis the Village placed on said experience in the Request for Proposals (“RFP”), it was determined that several bidders did not have the experience required by the Village. Many of the bidders only listed experience with one or no municipalities. Other bidders failed to address certain items contained in the scope of work included in the RFP. There were several bidders that provided a sufficient amount of project, personnel and related work experience and references as required by the contract. Based on those reviews, UHY is the lowest and most responsive bidder that meets the Village’s requirements set forth in the RFP. The proposed bid from UHY was provided to the Council for review.

Based on these findings, the Administration recommends awarding the cybersecurity contract to UHY at a total amount of \$44,300, subject to Village Attorney approval of a finalized service contract and providing the necessary insurance set forth in the RFP. The Service Contract must include all the provisions set forth in the RFP. It is anticipated that the contract will begin on or about July 1, 2023, after onboarding and setting up a schedule with the contractor and our IT provider. Campbell noted that this award would create a foundation and include the initial assessment and provide staff training.

George thanked Administration for putting the RFP together and recognized it was a lot of work. He stated that the Village would have the option for additional services after the company provides the initial recommendations.

O’Gorman inquired about the higher bids that were received. Campbell stated that the outliers provided bids that were above the scope of what the Village needs at this time. He also noted that UHY has been vetted by the State of Michigan and is part of MiDeals, which means that some items and services are listed at a fixed price.

Abboud commented on education for employees, penetration tests, and insurance. He asked if the Village’s IT contractor will be involved in the process. Campbell confirmed that the Village’s contracted IT personnel will be involved, especially during the onboarding process.

Mooney said awarding this bid for cyber security services will help protect Village residents, data, and operations. He commended the Administration for their work on this.

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Kecskemeti agreed that this is important work. She asked whether Southfield Township would be part of this project. Campbell stated that the Township has its own protocols in place, plus it utilizes services from Oakland County, which has its own firewalls that protect against attacks.

Motion by Kecskemeti, second by Hrydziuszko, be it resolved, the Beverly Hills Village Council awards the Cybersecurity Services Proposal and Contract to UHY, Inc. in the amount of \$44,300 as outlined on the published bid tabulation, after review of the finalized contract by the Village Attorney and the bidder providing the insurance certificates required by the RFP.

Roll Call Vote:

Motion passed (7-0)

REVIEW AND CONSIDER NATIONAL OPIOIDS SETTLEMENT AGREEMENT

Campbell and Ryan gave an overview. The national opioid crisis has been discussed in the media in recent years. There were several lawsuits started against various manufacturers, distributors, and providers of opioid products. The State of Michigan joined several opioid lawsuits against various distributors and manufacturers. In January of 2022, the Village Council approved the release of settlement funds in two lawsuits against distributors McKesson, Cardinal Health and AmerisourceBergen and one manufacturer, Janssen Pharmaceuticals, Inc, and its parent company Johnson & Johnson (collectively, Janssen). As of this date, the Village has received monetary funds in the amount of \$15,883.80 from the settlements. The Village will continue to receive funds over a number of years.

Now, five more monetary settlements have been reached with the following parties: Teva, Allergan, CVS, and Walmart. The Michigan Attorney General is still finalizing a settlement agreement with Walgreens. The Village was forwarded the Master Litigation Agreement and four Participation Settlement Agreements with Allergan, Teva, CVS and Walmart. The Participation Settlement Agreements (Exhibit A) and Master Litigation Agreement (Exhibit B) were provided to Council for review.

The money we will receive from these settlements will be paid over a number of years and it is undetermined as to the exact amount the village will receive at this point. To receive the money the Village would need to execute the attached Settlement Participation Forms for each entity noted above. Like the monies received from the previous settlements, these funds cannot be used for general fund purposes, but will be used to address either the care, treatment, or public education programs dealing with opioids and opioid addiction.

This money, should it be accepted by the Village Council through the execution of these agreements would be placed in a special fund for only these purposes and by accepting the money the Village would release these entities from any further liability that would be taken by the Village for and on behalf of the Village on these issues.

It is unlikely the Village would engage in such an action against two large pharmaceutical and two large drug retail corporations and if it is deemed appropriate by Village Council, Ryan would suggest Village Council authorize the Village President and/or Village Manager to sign the Participation Settlement Agreements and accept these funds for the purposes indicated.

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Kecskemeti asked if the funding received from the first settlement has been expended yet. Campbell stated it had not been spent yet, but could be used for equipment, response materials, and public education related to the opioid epidemic.

The Council discussed how the funding could be used for things such as purchasing Narcan, providing Narcan training for residents, or other educational opportunities.

Motion by O’Gorman, second by Mooney, be it resolved, the Beverly Hills Village Council authorizes the Village President and/or the Village Manager to execute the Participation Settlement Agreements as presented.

Roll Call Vote:
Motion passed (7-0)

REVIEW AND CONSIDER AWARDDING BID TO PAINT AND INSTALL NEW CARPET AT THE PUBLIC SAFETY BUILDING

Campbell provided an overview. The interior paint and carpet at the Public Safety Building is in need of replacement. The current surfaces have served well for many years but have become worn to the point that replacement is the best option. The Village has received two quotes from reputable contractors, Wm. Ellis Company, and Carlesimo Construction. Both have given us proposals with similar services, products and warranties.

Wm. Ellis Co. has proposed to remove and replace the current carpet with a durable high traffic product and paint the 1st and 2nd floors with a washable semigloss finish. They are the lowest bid at \$107,422.12. It is the Village of Beverly Hills staff’s recommendation to approve the Wm. Ellis Company agreement as proposed. Funds are available in account 205-900-977.00.

White stated that the carpet is glued down in the Public Safety Building, so it would require chipping. He clarified that the work will not impact operations for the Department.

Motion by Hrydziuszko, second by Mooney, be it resolved that the Beverly Hills Village Council approves the proposal from Wm Ellis Company to remove and replace the carpet and paint the walls, as agreed upon, at the Village of Beverly Hills Public Safety Building. The cost totaling \$107,422.12. Funds are available in account 205-900-977.00.

Roll Call Vote:
Motion passed (7-0)

SET BUDGET STUDY SESSION DATE

The Administration put two dates forth for the Fiscal Year 2024 Budget Study Session. The Finance Director and staff would suggest Wednesday, April 19 at 6:00 p.m. or Monday, April 24 at 6:00 p.m.

The Council agreed to schedule the Budget Study Session meeting for Monday, April 24, 2023 at 6:00 p.m. in the Village Council Chambers located at 18500 W. 13 Mile Road, Beverly Hills, MI 48025.

DISCUSSION ITEMS

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George stated that the purpose of having discussion items on the agenda during this meeting is to move these items forward.

1. SAFE ROUTES TO SCHOOL (SRTS)/TAP GRANT (NEXT STEPS, COMMUNICATION TO COMMUNITY)

George stated that Administration had a meeting with HRC and MDOT. The Safe Routes to School kick-off meeting is coming up later this month, so there will be more to report after that meeting. He said he would like the two grant coordinators to communicate on these two grant projects. He said it would likely be a year of planning and engineering and the hope would be to put the construction portion out to bid next year.

Campbell stated that notices would go out to residents indicating where new sidewalks would be installed.

George said having the grant coordinator or engineer speak at an upcoming Council meeting would be beneficial.

Mooney said that he is not sure that the Council fully understands what SRTS allows. He asked if funding could go toward fixing current sidewalks. He said he would like a presentation about the limitations of the grants and then Council should make the decision on where the sidewalks are installed.

Hrydziuszko said, if her memory serves her correctly, SRTS funding would primarily go toward the east side, connecting schools and filling in gaps. TAP funding would connect major streets as a starting point.

The Council talked about having a presentation on these two grants by June.

Kecskemeti stated that the SRTS website lays out eligibility guidelines, which includes repairs. She said after the kick-off meeting, Administration should update the Village website to include more current information.

White said he would also like more background information about what was initially applied for.

George thanked the schools, teachers, and staff for helping obtain the SRTS grant.

Motion by Mooney, second by Abboud, the Beverly Hills Village Council directs Administration to schedule a presentation on the Safe Routes to School and Transportation Alternatives Program from the grant coordinators and, if necessary, the engineers, to include the requirements and costs associated with the grants, no later than the second Village Council meeting in June 2023.

Motion passed.

2. CURRENT SIDEWALK INVENTORY/GRINDING/REPLACEMENT ASSESSMENT

Campbell stated that by the next regular meeting Administration can present options on a sidewalk assessment, amount, and location to begin grinding.

Mooney noted that there are companies that can perform grinding.

Campbell said the priority would be right sizing the program for this year and then planning for future years.

3. 2023 ROAD REPAIR UPDATE

Campbell stated that Administration was waiting on the new PASER study data to evaluate necessary asphalt repairs. He said the study is scheduled to begin April 17, 2023, but that they could use the old ratings from 2018 in the meantime.

Mooney stated the red, or bad, roads have not gotten any better since 2018. He asked about the cost to complete all of the red roads.

George asked, based on the budget the Village has, how many roads could get repaired.

The Council discussed putting an interactive map on the website that shows construction schedules and which roads have been complete.

Administration will present findings at the May 16, 2023 Village Council meeting.

4. TREE INVENTORY/TRIMMING/REPLACEMENT PLAN

The Council discussed a tree maintenance plan.

George stated that at some point, there was a tree inventory conducted.

Campbell said that there is immediate maintenance that needs to be performed following the recent storms. He said the best practice is to fix sidewalks and then plant trees. He said Administration could have a scope of work prepared by the May 16, 2023 Village Council Meeting.

Mooney said he would like the Village to conduct an inspection of current trees in the right of way. He said some trees pose a real danger to people and property. He suggested a subcommittee be formed to brainstorm ideas for a tree replacement program.

Hrydziusko said that she received a degree in Forestry. She said that they may be able to find students to catalog the trees in the Village. She noted that having diversity of species is important. She referred to the City of Ferndale's tree program, where residents can choose to pay for a tree and the planting in front of their house. She emphasized that trees must be properly planted in order for the program to be successful. She said she will reach out to see if there are students or programs available to assist the Village in these efforts.

O'Gorman noted that the City of Berkley has a similar project.

5. SIGNAGE SUBCOMMITTEE

George provided an overview. He said that there are several signs that need repair or replacement, such as entrance signs at the Village Hall, welcome signs, and the sign on 13 Mile Road.

The Council discussed different types of signage. They also talked about whether to use the oval design or the newer Village logo in the design. They agreed there should be consistency throughout the Village.

Abboud, O’Gorman, and White agreed to serve on a signage subcommittee.

Motion by Mooney, second by Hrydziuszko, the Beverly Hills Village Council hereby forms a signage subcommittee consisting of members Abboud, O’Gorman, and White who shall present a recommendation to Council by the first meeting in June 2023 regarding digital signs at the Village Office and Beverly Park, placing “Village of Beverly Hills” lettering on the south side of the Village Office, and entrance signs throughout the Village.

Motion passed.

PUBLIC COMMENTS

Cathy Kuhlman, Meadow Lane, stated that her subdivision has not been included in the proposed sidewalk maps and asked that it be considered going forward. She said her children attend Bingham Farms Elementary School and she does not want this section of the Village to be forgotten. She said she appreciates the work Council has done on the sidewalk grants. She said she supports a potential tree program as discussed and would like to have a tree planted in front of her house.

MANAGER’S REPORT

Curbside Chipping and Street Sweeping - DPW completed chipping related to the February and March 2023 storms. Monthly curbside chipping is scheduled to begin the week of April 24th. The Administration wishes to thank Village residents for their patience as we collected all the branches and limbs from the yards. The Village is still conducting assessments and maintenance of trees in the Village right-of-way. If you have concerns or questions about a Village tree, please call the Village offices, and we will review the concern and respond accordingly.

The Village’s Street Sweeping contractor will begin sweeping major local roads on April 3, 2023 and finish the entire village on April 4, 2023.

Good Friday - The Village Office will be closed on Friday, April 7, 2023 in observance of Good Friday. Trash collection will not be interrupted.

Update on Water Project and Road Projects - The replacement of the water main along Marguerite and Hummel should be completed, weather permitting, by April 4, 2023. This project was funded by the American Recovery Plan Act at no costs to the residents.

The Greenfield Roundabout construction is scheduled to begin this month. However, we have been informed that the road closures will not begin until June, after the 2022-2023 school year has ended. A pre-construction meeting took place April 4, 2023. The project should be completed by September 15, 2023.

The Village is meeting with our consulting engineer and ASI to discuss addressing all issues related to the 14 Mile Road construction on April 10, 2023. He stated that the Village has held back approximately \$500,000 from ASI. The Village Manager will report back to Council and the residents the plan of action and timeline to address issues and the completion of the project.

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Park Clean Up - Join members of the community on Saturday, May 6th for the annual park clean up event! Residents may sign up at [https://www.signupgenius.com/go/9040f44a4af2fa46-park#/. Please contact Kristin Rutkowski at \[krutkowski@villagebeverlyhills.com\]\(mailto:krutkowski@villagebeverlyhills.com\) at Village Hall with any additional questions or concerns. The event begins at 9 a.m. at Beverly Park.](https://www.signupgenius.com/go/9040f44a4af2fa46-park#/)

Edgar W. Pugh, Jr. - Edgar Pugh, former Councilmember, former Village Council President, former Parks and Recreation Board member and Chair, current Board member of NEXT and former President of NEXT died on Friday, March 24, 2023. Former Council President Pugh is survived by his wife of 57 years Sharon Pugh, his daughters Deborah Pugh, and Diana Moak (also his law partner) and three grandchildren.

The Village of Beverly Hills Administration and employees would like to express our condolences to Mr. Pugh's family and recognize his service to the Village of Beverly Hills and our residents. To quote Councilmember John Mooney, "Ed was a leading advocate for the improvement of the Village. He and Sharon have owned three different homes in Beverly Hills. He has been instrumental in making the Village the wonderful place to live for four decades. He was dedicated to volunteerism at NEXT and the Birmingham Optimists." Thank you, Mr. Pugh, for your service.

Hrydziusko stated that there has been an increase in large truck traffic on Evergreen and inquired about what sort of enforcement takes place. Campbell said he would follow up with RCOC.

O'Gorman asked about the status of the sign to be installed at Beverly Green. Campbell said the sign with the QR code and concept design is scheduled to be installed at Beverly Green next week, weather permitting.

COUNCIL COMMENTS

White thanked and recognized the Department of Public Works for all of the work they have done in response to the storms and on infrastructure projects.

Kecskemeti commented on an email that was sent out by Berkshire Middle School regarding cybersecurity and recognized the great work that was performed by the Public Safety Department in response to that.

O'Gorman said he would like to better understand the Village's approach and response to school violence. He talked about the overwhelming amount of school shootings that have occurred in the nation. He paid respects to Edgar Pugh and said he appreciates his service and commitment to the Village.

Abboud commented on a few state bills regarding transportation, technology, and infrastructure. He said he was elected to the SEMCOG's Executive Committee last week. He extended his condolences to the family of Edgar Pugh and noted that Pugh served on the Next Board of Directors. Pugh's Celebration of Life recently took place and Abboud said it was a wonderful ceremony and that Mr. Pugh will be missed.

Mooney congratulated Abboud on his election to SEMCOG's Executive Committee. He said Abboud does a great job representing Beverly Hills throughout the region. He sent his condolences to the Pugh family. He said Ed Pugh was a former member and then chair of the Parks & Recreation Board. He said Pugh was instrumental in improving recreation that was provided to the children

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in this community back in the 1980s. He said Pugh provided a lot to the community and helped change the Village for the better. He was elected to Council in the 80s and served as President Pro-Tem and then Council President. He said Pugh insisted that the Council meetings be broadcast. He said that Pugh helped make Evergreen Road and the bridges safer. He said Pugh faced a confrontational Council in the 80s and played an extraordinary role in collaboration. He also helped with the millage renewal at a time when the Village was facing bankruptcy. He credited Pugh with helping transform the Village to the modern era, which included new fire apparatus and a new Public Safety building. Pugh was a Next Board Member and eventually served as Board President. He said Pugh also regularly offered free legal advice to seniors. He talked about Pugh's work providing scholarship opportunities through the Optimists. He also participated in the YMCA Princess Program with his daughters. He was a great mentor and friend. He will be sorely missed.

Hrydziusko said she only knew Ed Pugh through her interactions with him on social media, but she could tell he was a kind man. She said his positive outlook stood out to her. She said he did a lot for her and the community when she was a kid that she did not even realize at the time. She thanked Pugh for a lifetime of service and sent her condolences to his family. She noted that the Eagle Scout Flag Box is in the Village Hall lobby and residents can drop off retired flags in the box. She thanked Public Safety for helping maintain and enforce traffic speeds, especially as it warms up. She said the Village is looking for volunteers for Memorial Day and there is a Sign Up Genius link available online.

George said the annual park clean up event will take place on Saturday, May 6th and asked all interested volunteers to attend. He said there would be a Birmingham Lacrosse mulch sale on May 6th. He offered his condolences to Ed Pugh's family. He said, as a Council, we stand on the shoulders of the people who came before us and it is important to honor their service. He said Pugh had a legacy of service to the community.

ADJOURNMENT

Motion by Mooney, second by Abboud, to adjourn the meeting at 9:43 p.m.

Motion passed.

John George
Council President

Kristin Rutkowski
Village Clerk



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 03/28/2023 THROUGH 04/10/2023.

ACCOUNT TOTALS:

101	GENERAL FUND	\$109,936.26
202	MAJOR ROAD FUND	\$3,668.33
203	LOCAL STREET FUND	\$5,765.70
205	PUBLIC SAFETY DEPARTMENT FUND	\$47,642.48
208	PARK IMPROVEMENT FUND	\$90,811.50
592	WATER/SEWER OPERATION FUND	\$51,480.05
	TOTAL	<u>\$309,304.32</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$309,304.32</u>
	GRAND TOTAL	<u>\$309,304.32</u>

04/10/2023 02:22 PM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 03/28/2023 - 04/10/2023

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
04/10/2023	COM	86833	60217	AMAZON CAPITAL SERVICES	523.75
04/10/2023	COM	86834	51802	ARROW OFFICE SUPPLY CO.	147.20
04/10/2023	COM	86835	59419	AXON ENTERPRISE, INC.	375.00
04/10/2023	COM	86836	02000	BADGER METER INC	315.85
04/10/2023	COM	86837	MISC	BALBES CUSTOM BUILDERS	4,428.00
04/10/2023	COM	86838	MISC	BALBES CUSTOM BUILDERS INC	800.00
04/10/2023	COM	86839	30920	BELLE TIRE	975.94
04/10/2023	COM	86840	51409	BEVERLY HILLS ACE	2.15
04/10/2023	COM	86841	60783	BRENNA PRYSBY	287.14
04/10/2023	COM	86842	58959	CADILLAC ASPHALT, LLC	708.00
04/10/2023	COM	86843	59347	CINTAS CORPORATION #31	156.97
04/10/2023	COM	86844	60781	CIRQUE AMONGUS	1,000.00
04/10/2023	COM	86845	59323	CLEANNET	858.00
04/10/2023	COM	86846	51439	COMCAST	151.85
04/10/2023	COM	86847	51439	COMCAST	39.81
04/10/2023	COM	86848	04500	COMEAU EQUIPMENT CO INC.	28,941.17
04/10/2023	COM	86849	58648	CTS-COMPANIES	962.40
04/10/2023	COM	86850	60622	DETROIT PISTONS	800.00
04/10/2023	COM	86851	51385	DTE ENERGY	7,546.70
04/10/2023	COM	86852	MISC	EMERGENCY EGRESS LLC	200.00
04/10/2023	COM	86853	53489	GREAT AMERICA FINANCIAL SVCS.	660.00
04/10/2023	COM	86854	59010	HUNT SIGN COMPANY	3,768.84
04/10/2023	COM	86855	60750	HURON VALLEY GUNS	1,042.83
04/10/2023	COM	86856	58950	HYDROCORP	290.00
04/10/2023	COM	86857	39070	J.H. HART URBAN FORESTRY	10,395.00
04/10/2023	COM	86858	59324	JCR SUPPLY, INC.	562.98
04/10/2023	COM	86859	MISC	KENDALL PROJECT MANAGEMENT SERVICES	1,225.00
04/10/2023	COM	86860	51792	LEXISNEXIS RISK SOLUTIONS	200.00
04/10/2023	COM	86861	51350	LOU'S TRANSPORT INC.	2,332.80
04/10/2023	COM	86862	60620	MACQUEEN EMERGENCY	410.54
04/10/2023	COM	86863	MISC	MCHUGH, DAVID E	300.00
04/10/2023	COM	86864	11000	MICHIGAN MUNICIPAL RISK	46,268.50
04/10/2023	COM	86865	59330	MIKE SAVOIE CHEVROLET	283.70
04/10/2023	COM	86866	MISC	NATHAN VARILONE	400.00
04/10/2023	COM	86867	59112	NEXT	2,435.00
04/10/2023	COM	86868	51799	NYE UNIFORM EAST	1,409.00
04/10/2023	COM	86869	51540	O'REILLY AUTO PARTS	116.97
04/10/2023	COM	86870	MISC	PELLA WINDOWS & DOORS INC	300.00
04/10/2023	COM	86871	60784	PENCHURA, LLC	90,811.50
04/10/2023	COM	86872	59433	PERFORMANCE CREATIVE RESOURCES INC	436.00
04/10/2023	COM	86873	60713	PITNEY BOWES BANK PURCHASE POWER	92.14
04/10/2023	COM	86874	60621	PLAY 1ST MOBILE GAMING	549.00
04/10/2023	COM	86875	60386	PTS COMMUNICATIONS	66.00
04/10/2023	COM	86876	51497	REDFORD TOWNSHIP UNICYCLE CLUB	400.00
04/10/2023	COM	86877	60367	REGIONAL ALLIANCE FOR FIREFIGHTER	670.00
04/10/2023	COM	86878	MISC	RENEWAL BY ANDERSEN	200.00
04/10/2023	COM	86879	16500	S.O.C.R.R.A.	36,856.00
04/10/2023	COM	86880	16600	S.O.C.W.A.	43,129.64
04/10/2023	COM	86881	59366	SLC METER, L.L.C.	2,078.61
04/10/2023	COM	86882	38145	SOUTHFIELD POSTAL SERVICE	555.54
04/10/2023	COM	86883	60398	TERMINIX PROCESSING CENTER	618.72
04/10/2023	COM	86884	31043	THOMAS J RYAN PC.	8,000.00
04/10/2023	COM	86885	60782	U-SAVE RENTALS, INC.	771.00
04/10/2023	COM	86886	MISC	WALLSIDE WINDOWS	200.00
04/10/2023	COM	86887	MISC	WALLSIDE, INC	400.00
04/10/2023	COM	86888	MISC	WILLIAM ELLIS CO.	900.00
04/10/2023	COM	86889	53572	WOW! BUSINESS	949.08

COM TOTALS:

Total of 57 Checks:	309,304.32
Less 0 Void Checks:	0.00
Total of 57 Disbursements:	309,304.32



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: 2023 Sculptures in the Parks

Date: April 12, 2023

2023 marks the second year of the Sculptures in the Parks Program. The Village Council approved the Parks & Recreation Board's recommendation and funding to continue the program in September 2022.

Submissions were accepted through February 28, 2023. A subcommittee consisting of local artists and a Parks & Recreation Board member reviewed the submissions and offered a recommendation to the Parks & Recreation Board at their meeting in March.

Each artist will enter into an agreement with the Village of Beverly Hills to have their sculpture on loan for a three-year period and to receive a stipend upon successful installation. A copy of the artist agreement is attached, which has been reviewed by the Village Attorney. Please note, the proposed location for one of the sculptures, entitled Rainbow Trout, is on the bridge at Douglas Evans Nature Preserve. Since Douglas Evans has deed restrictions, a memo from the Village Attorney addressing the placement of this sculpture is attached for review as well.

Parks & Recreation Board member Janice Hausman will be in attendance at the April 18, 2023 Council meeting to present on the selected artists and works of art. We thank Hausman for all of her work on the Sculptures in the Parks Program.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council authorizes Administration to execute the 2023 Sculptures in the Parks Artist Agreements with Jeffrey Bohl, Doug DeLind, Craig Hinshaw, Michael O'Reilly, and Eric Troffkin.

Attachments

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

2055 Orchard Lake Road, Sylvan Lake, MI 48320

(248)334-9938

To: Kristin Rutkowski, Village Clerk of the Village of Beverly Hills
Cc: Jeff Campbell, Village Manager of the Village of Beverly Hills
From: Thomas J. Ryan, Village Attorney
Date: March 29, 2023
Re: Sculptures in the Park Program at Douglas Evans Nature Preserve

Dear Ms. Rutkowski:

For the upcoming year, the Parks and Recreation Board has inquired about placing three (3) rainbow trout sculptures of approximately 12" x 10" and 3-inch depth attached to the bridge across the river to the Douglas Evans Preserve; and if such placement would be a violation of the deed restrictions placed on the park by Catherine E. Douglas, Grantor.

The deed restrictions, specifically Paragraph 1 "The premises shall be forever left in their natural state and improvements thereon shall be limited to those necessary to make the premises more easily utilized for natural park purposes. No building, parking lot, hardtop, roads, or paths, recreational facility, or structure of any kind shall be placed thereon other than a bridge across the Rouge River at the northwest corner of the described premises."

In my opinion, the clear language indicates the "premises" refers to the actual property of the preserve in question or the real estate involved.

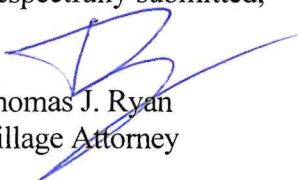
Further, the real property is not being affected by an addition to the bridge structure.

The bridge is specifically allowed to be placed across the river and exists at this time. In my opinion, the addition of these 3 rainbow trout with the dimensions in question are not an improvement to the premises or the bridge. They are not improvements to the bridge because they do not enhance the bridge function, but are basically an adornment or a decoration, not an improvement to the nature of the bridge's function, per se.

Therefore, in my opinion, the addition of these three (3) rainbow trout sculptures would not be a violation of the deed restrictions granted to the Village of Beverly Hills, because they do not affect the real property or "premises" of the Grantor.

I would be pleased to discuss this with you and Village Council further.

Respectfully submitted,



Thomas J. Ryan
Village Attorney



Village of Beverly Hills Sculptures in the Park Agreements & Conditions for Exhibition

The sculpture will be on loan from the Artist to the Village of Beverly Hills. The Artist retains ownership of the sculpture throughout the period of time it remains on display. All copyrights pertaining to the sculpture belong to the Artist except for certain rights provided to the Village of Beverly Hills, which are noted in this Agreement.

The sculpture will be on display continuously for a minimum of one year and a maximum of three years; however the exact time period ("loan period") will be at the sole discretion of the Village of Beverly Hills and is subject to the sale rights of the Artist explained in this Agreement. The loan period will begin on the date installation is completed.

The location of the sculpture in the park shall be determined by the Beverly Hills Parks & Recreation Board in cooperation with the Artist. The installation period is between May 1 and May 20 of the year of selection. **The Artist is responsible for the installation of the sculpture. Upon successful installation, the Village of Beverly Hills will pay the Artist a stipend of \$1000.**

The sculpture must be installed in a workmanlike manner with sufficient anchoring to prevent the sculpture from being removed, tipped, broken, or overturned. The Artist agrees the sculpture and installation will be completed so that it does not create any known risk to the public. The Village of Beverly Hills has the right to review the Artist's proposed installation plans and to modify them to address safety concerns.

The sculpture will remain outside and uncovered throughout the loan period; therefore, it must be sufficiently durable to withstand exposure to Michigan weather conditions. The park is not staffed nor patrolled; it is open to the public and the sculpture will not be protected by a barricade, fence or enclosure.

The Village of Beverly Hills shall determine the placement and verbiage of signage relating to the sculpture but shall make reasonable effort to incorporate the aesthetic recommendations of the Artist. Artist will supply a listing with name of artist, name of piece and sale price. Artist will provide biographical material for publications which may include posted interpretation at the exhibit and/or posting on the Village of Beverly Hills website.

Maintenance and Insurance

Artists are to be aware their sculpture will be exposed to weather and may experience degradation from exposure to the elements and may be damaged by vandals or stolen. Artist may perform maintenance on the sculpture at any reasonable time. If the Village of Beverly Hills becomes aware of maintenance or repair needs, it will request Artist to complete needed repairs. Should the Artist fail to complete required maintenance within thirty days (or other agreed upon time period), the Village of Beverly Hills may implement the repairs or maintenance at the Artist's expense. The Artist and the Village of Beverly Hills will make reasonable efforts to consult with each other before any maintenance or repairs are undertaken. **The Village of Beverly Hills will not insure the sculpture for damage or loss. The Artist may do so at his or her expense.** If Artist chooses to maintain his/her own insurance, it is understood that the Village of Beverly Hills shall be a named additional insured party.

Promotional Rights

The Artist grants the Village of Beverly Hills the right to use any images or portrayals of the accepted sculpture in brochures and advertising without compensation. The Village of Beverly Hills website will include information about the sculpture and the Artist. No royalties or other fees beyond the agreed-upon stipend will be due to or paid to Artist by the Village of Beverly Hills. The Artist will seek advanced approval for any organized activity he or she wishes to conduct in the park relating to the sculpture.

Removal of Sculpture

The Artist agrees that the Village of Beverly Hills has the right to request the removal the sculpture from the park by the Artist at any time for any reason; the Artist shall do so within thirty days of such a request. At the end of the loan period, or sooner as described in this Agreement, the Artist shall remove the sculpture within thirty days; the Artist is responsible for removal expenses. If the Artist does not remove the sculpture within thirty days, the Village of Beverly Hills may do so and all expenses incurred to remove and store the sculpture shall be paid by the Artist when he or she requests possession of the sculpture. If Artist does not take possession of the sculpture within 120 days of its removal by the Village of Beverly Hills, the Artist agrees his or her full ownership of the sculpture shall be forfeited and transferred to the Village of Beverly Hills.

Sale of the Sculpture

Unless the Artist and the Village of Beverly Hills otherwise agree in writing, the sculpture shall be for sale during the entire loan period. In the event of a sale, the sculpture shall remain in the park until it has been on display for one full year, beginning with the date of the loan period. All sales are handled directly between the Artist and the buyer. The Artist agrees to notify the Village of Beverly Hills immediately if the sculpture is sold and the intended removal date. The Artist agrees

to pay a commission sum equal to 30% of the gross sale price to the Village of Beverly Hills upon completion of the sale.

Release, Indemnity and Hold Harmless Provisions

The Artist agrees and understands that the Village of Beverly Hills does not have any duty to protect any sculpture, and that the Artist retains full responsibility for any and all loss of or damage to the sculpture and agrees to hold the Village of Beverly Hills harmless for any and all damage to or loss of the sculpture. The Artist agrees to release, indemnify, and hold harmless the Village of Beverly Hills, its officers, employees, volunteers and contractors for any and all damages, liabilities, costs, and attorney fees incurred by one or more of them relating to or arising from this Agreement and/or the Artist's sculpture and installation thereof in the park.

Signature of Artist

Date

Signature of Village of Beverly Hills Representative

Date

Artist Name:

Artist Phone Number:

Artist Address:

Artist Email:

Name of work:

Sales Price:

2023-2 PAUSING ON A STROLL



PAUSING ON A STROLL

Doug DeLind, Mason, MI

Artist's Statement on Sculpture

This sculpture is an abstraction or totemic representation of a person enjoying a pause in a what I enjoy in childrens artwork, the artwork of ancient and basic civilizations and the world around us. I hope you enjoy this sculpture and that it sets you free to take a pause in your busy life. The model for the piece was created from wood that I cut and carved and found objects taken from our barn. The model was sand cast in bronze by Bernier Cast Metals located in Saginaw Michigan. I cleaned the flashes, cut off the sprues and polished the surface, then mounted the piece on a 250# piece of limestone.

Sincerely, doug

Material(s): Bronze mounted on a limestone base

Dimensions: Height: ____8'____ Width: ____7"____ Depth: ____1"____
Weight: _50# for the bronze, 250 # for the base (300# total)

Sales Price: \$7,000

Placement Considerations, including installation plans: "Pausing on a Stroll" has holes drilled through the base so it can be installed directly onto cement or floated on cement with the base attached.

2023-7

OFF KILTER



OFF KILTER

Jeffrey Bohl, Marshall, MI

Artist's Statement on Sculpture:

Children will love Off Kilter. This piece has a playful, happy vibe and is intended to bring a smile to the faces of viewers. The character is clearly happy, and may be looking for a friend to take on an adventure for the day.

People will want to get their photo taken with Off Kilter. It will be a crowd pleaser!

Material(s): Bronze

Dimensions: Ht: 4 feet (7 feet including steel pedestal) W: 2 feet D: 1 foot

Weight: Approximate 70 pounds

Sales Price: \$5800

Placement Considerations, including installation plans:

This piece will be provided attached to a custom 1 x 1 x 3 foot tall steel pedestal with holes appropriate to bolt it to the ground. If needed, I can provide a small (24" x 24") concrete slab for secure placement on any surface.

2023-15 UNTITLED



UNTITLED

Michael O'Reilly, Troy MI

Artist's Statement on Sculpture :

Material(s): MIG welding wire

Dimensions: Height: __5 ft____ Width: 8 ft____ Depth: 5 ft ____

Weight: 40 lbs. _____

Sales Price: \$3K

Placement Considerations, including installation plans: Grass would be best. I can stake them down. Also, configuration is variable.

2023-11 SCULPTURE PODS



SCULPTURE PODS

Eric Troffkin, Grosse Pointe Park, MI

Proposal: an installation of 9 “Sculpture Pods.” All concrete and bronze casting portions of this project are complete. Assembly of concrete and bronze casts is the final step, now underway.

Material(s): Concrete and Bronze

Dimensions for each “Pod:” Height: 22 in. Width: 18 in. Depth: 16 in.

Weight for each “Pod:” Approx 125 lbs. (Concrete is fiberglass reinforced and hollow)

Sales Price: \$750 for each “Pod,” available separately.

Placement Considerations

Placement of 9 separate “Sculpture Pods” is flexible. They can be spread out and grouped in response to the landscape and space available for them. They are securely staked to the ground through holes that are integral to the sculptures’ design. They require no prepared platform to mount to and need minimal site preparation.

Description

“Sculpture Pods” are a group of organic shapes, cast in graphite gray concrete, and accented with an inset bronze section. The concrete casts are produced from the same mold. However, they are grouped and positioned to emphasize different views, creating an impression of organic variation. The inset bronze details are placed in different locations and further augment the impression of variation. A collection of “Sculpture Pods” are like mushrooms sprouting or like people congregating in conversation.

“Sculpture Pods” are seating height by design. My expectation is that visitors may interact with these objects – put a leg up to tie shoelaces, take a seat, or congregate for photographs. The bronze elements may be touched by visitors and shined up over time.

2023-6 RAINBOW TROUT



RAINBOW TROUT

Craig Hinshaw, Davison, MI

Artist's Statement:

First, Rainbow Trout is intended to be beautiful. Sun streaming through pieces of colorful translucent plastic, arranged in the spectrum of the rainbow. On a deeper level Rainbow Trout is intended to create an awareness of the amount of plastic we use. Much of the plastic becomes litter, infiltrating the environment, the wild-life and yes, us.

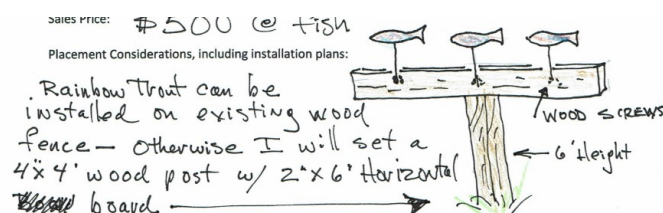
The urge to create Rainbow Trout came from walking on a beach in Mexico. I walked to look at large piles of sponges that had washed up on the beach; just to discover there was as much plastic waste in the pile as sponges. The idea for creating Rainbow Trout came from a New York Times article on Jerusalem artist Beverly Barkat. Barkat is creating a 13-foot-tall globe created from plastic trash which will be cast in clear resin. The globe will be installed in the new World Trade Center overlooking ground zero.

Materials: Clear resin, steel rod, plastic scrap

Dimensions: Height 12", Width 10" Depth 3"

Sales Price: \$500/fish

Placement Considerations: Rainbow Trout can be installed on an existing wood fence. Otherwise I will set a 4x4' wood post with 2"x6" horizontal board.





MEMO

Date: April 14, 2023
To: Village Council and Jeff Campbell, Village Manager
From: Neil Johnston, Director of Public Services
Subject: Precision Concrete Cutting

Precision Concrete Cutting (PCC) specializes in trip hazard removal. In recent years PCC has been working with the City of Birmingham, eliminating lifts on their sidewalks to help them meet ADA compliance standards. Upon inspecting their exceptional work and hearing very positive responses from residents, village staff contacted PCC to inquire about their services. PCC working near by gives them the ability to reduce their mobilization costs, and having patented equipment gives them the capacity to provide high quality work and sole source status. PCC has provided a proposal. We are very excited to potentially work with Precision Concrete Cutting on a sidewalk maintenance program to reduce the risk of trip hazards within the Village of Beverly Hills.

Thank you,

Neil Johnston,
Director of Public Services

Cc: Kristin Rutkowski, Clerk
File



1896 Goldeneye Drive, Holland MI 49424
Phone: 616.403.1140 FAX: 616.582.5951
www.MichiganSafeSidewalks.com

March 30, 2023

Village of Beverly Hills

Attn: Neil Johnston, Public Services Director
18500 W 13 Mile Rd
Beverly Hills, MI 48025



Phone: (248) 646-6404 Email: njohnston@villagebeverlyhills.com

Subject: **SIDEWALK TRIP HAZARD ELIMINATION, PILOT PROJECT for Village of Beverly Hills, 2023**

Neil,

We appreciate the opportunity to submit this proposal to the Village of Beverly Hills. The total cost for this project will **not exceed \$50,000** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) **via FAX to (616) 582-5951** or email us at **info@PCCMich.com**.

We will provide our W-9 and our proof of insurance accordingly (an ACORD will be emailed directly to you by our insurance provider). Let us know if any additional information or documents are required before we begin work. We appreciate your consideration and the opportunity to provide our service.

Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalks and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC, it is the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Michigan, Indiana, Central Illinois, and Missouri that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction that will not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All removed materials are properly recycled.

Precision Concrete Cutting utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing repairs and disposes (for recycle) it as part of the service. Being a complete solution, no follow-on tasks are required of Village staff. Sidewalks remain open with only minor disruption while PCC moves through an area performing the trip hazard removals.



As a member of the U.S. Green Building Council (USGBC), we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, removing and replacing 100 sidewalk panels would result in approximately 120,000 lbs. of concrete being removed with the like amount being hauled in new (average panel weight for 5' x 5' x 4" is over 1,200 lbs.). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing around 750 lbs. of concrete that will be recycled (no heavy equipment or hauling is required). Remove and replacement work is minimized requiring very little, if any, new concrete. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save the VILLAGE OF BEVERLY HILLS over \$200,000 on repairs.**

Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the Village designated contact(s) using a Precision Concrete Project Manager to establish priorities, a high-level schedule for each area, review risks/constraints and safety plans. Typically, a crew of three (the project manager and two skilled operators) will be deployed to the job site to begin work once the Village gives the authorization to proceed and our schedules permit.

Precision Concrete Cutting (PCC) will deploy a well-marked light-duty pickup truck, van, and/or full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and on the sidewalks in front and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



Cost and Scope

Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the Village of Beverly Hills to remove sidewalk trip hazards, in contiguous areas, as determined by the Village. PCC would bill for this project at the rate of \$54 per Inch-Foot (defined as the average inch height of the trip hazard times the linear feet of the hazard). For this project, PCC will perform up to 1,190 IF of trip hazard removal for a total cost of \$64,286. However, with municipal discount pricing applied, **total cost for this project will not exceed \$50,000***. Billing will be based on actual work performed, without exceeding the approved budget.

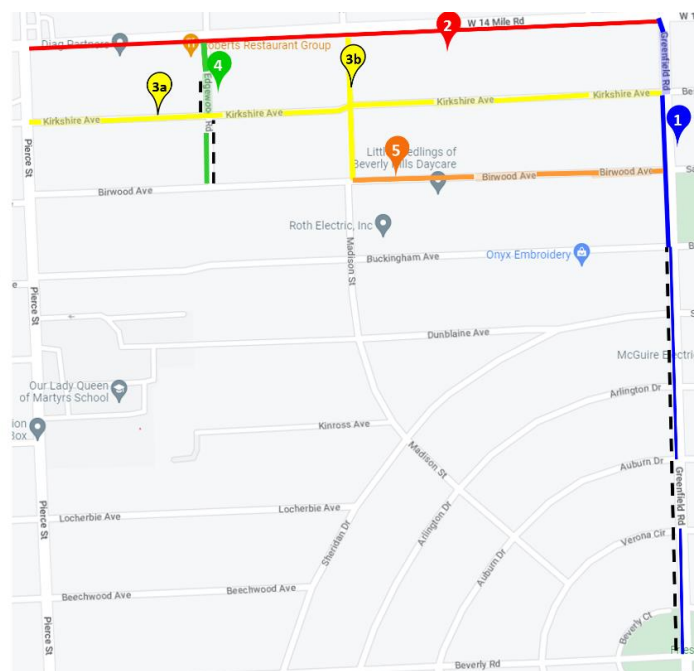
The scope of the sidewalk trip hazards is defined as a differential in the walkway of .5" high and less than or equal to 1.5" high. Trip hazards will be eliminated, leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements wherever possible. The work will be performed on Village sidewalks in the project areas, as prioritized by the Village, up to the approved budget.

Job No. (Area)	Location	(Remove and Replace) or out of scope	Estimated # of Trip Hazards Cut	Estimated Linear Feet	Estimated Inch Feet	Cost
1	Greenfield Rd (Westside from 14 Mile to Beverly Rd) W 14 Mile Rd (Southside, from Greenfield Rd to Pierce St) Kirkshire Ave (from Greenfield to Pierce St) Kirkshire Ave (walkway between W 14 Mile & Birwood Ave) Edgewood (from W 14 Mile Rd to Birwood Ave) Birwood Ave (from Greenfield Rd to Edgewood) - as budget allows	0	770	2,905	1,190.48	\$64,285.71
	Totals	0	770	2,905	1,190.48	\$64,285.71
					Additional Services:	\$0.00
					Travel and Expenses:	\$0.00
					Discount* :	-\$14,285.71
					Net Proposed Total:	\$50,000.00

**Municipal discount will apply if project is accepted prior to June 16, 2023, and with an authorization to proceed by July 1, 2023.*

MAP: Arial view of work areas for trip removal.

- Village of Beverly Hills
2023 Work Areas**
- = no sidewalk
- Greenfield Rd**
(Westside from 14 Mile to Beverly Rd)
 - W 14 Mile Rd**
(Southside, from Greenfield Rd to Pierce St)
 - 3a) Kirkshire Ave**
(from Greenfield to Pierce St)
3b) Walkway between W 14 Mile and Birwood Ave
 - Edgewood Rd**
(from W 14 Mile Rd to Birwood Ave)
 - Birwood Ave**
(from Greenfield Rd to Edgewood Rd)



Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074

U.S. Patent No. 6,896,604

U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760

U.S. Patent No. 7,201,644

U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Michigan and Indiana using this technology. In the event that an organization is required to put trip hazard removal "out for bid", it will not be able to find a vendor with the same ability to perform trip hazard removal using the same process. This means that any vendor bidding against PCC (or Precision Concrete, Inc.) may not be able to perform to the same quality requirements as Precision Concrete Cutting.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of each month. Municipal payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge the Village any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed unit price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by the Village. This itemized list provides the Village with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with the Village of Beverly Hills to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to develop a long term relationship in which we can help the Village achieve its annual sidewalk maintenance objectives.



Thank you for your consideration. Signature and date below confirms your acceptance of this proposal and intent to proceed.

Ben Johnson, Business Dev Mgr, SE Michigan
and **Mark Bonkowski** (President)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

(248) 606-9161 Cell

(616) 403-1140 Office
(616) 582-5951 Fax

Customer (City Name)

authorized signature / date

printed name / title



**VILLAGE OF BEVERLY HILLS
WEST NILE VIRUS FUND
EXPENSE REIMBURSEMENT REQUEST**

WHEREAS, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages, and townships in addressing mosquito control activities;

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages, and townships to apply for reimbursement of eligible expenses incurred in connections with personal mosquito protection measures/activities, mosquito habitat eradication, mosquito larvicide or focused adult mosquito insecticide spraying in designated community green areas; and

WHEREAS, the Village of Beverly Hills will incur expenses in connection with mosquito prevention and control activities that are eligible for reimbursement under Oakland County's West Nile Virus Fund Program. The Village can submit for reimbursement up to \$1,401.55. It is recommended that the Village expend an estimated \$1,406.00.

NOW, THEREFORE, BE IT RESOLVED, that this Council authorizes and directs Village Administration, to the extent provided under Oakland County's Board of Commissioner Resolution, to request reimbursement of eligible mosquito activity under Oakland County's 2023 West Nile Virus Program.

Passed and approved on this ____ day of April, 2023.

<u>2023 PROJECTED PRODUCT ORDERS</u>			
<u>Item</u>	<u>Quantity to Order</u>	<u>Cost Per Item</u>	<u>Likely Cost</u>
Mosquito Dunks	40	\$5.00	\$200.00
Mosquito Bits	30	\$8.00	\$240.00
Dry bug spray	85	\$6.00	\$510.00
Backwoods Bugspray	76	\$6.00	\$456.00
		Total:	\$1,406.00



MEMORANDUM

Date: April 13, 2023

To: Honorable President George and Village Council

From: Jeff Campbell, Village Manager

Subject: Review and Consider the proposed Traffic Signal Generator Agreement between the Village of Beverly Hills and RCOC.

Attached for your review and consideration is the Traffic Signal Generator Agreement proposed by the Road Commission for Oakland County (RCOC). As you may recall, the Council asked the Administration to reach out to RCOC about allowing the Village to attach its own generator to the traffic lights at the intersection of Beverly Road and Southfield Road when there is a power outage. Southfield Road and the traffic signal at Beverly Road are under the jurisdiction of RCOC. Allowing the Village to attach its own generator will help ensure safe automobile and pedestrian travel at this intersection in the event of a power outage. Under the proposed Agreement, RCOC provides training to the Village on the installation and operation of a generator for the traffic light at this intersection. The Administration would have the Public Services Director, a member of Public Safety, and a representative from Comeau attend the training.

The Village is responsible for the purchase of the generator needed to provide power to the traffic lights during an outage.

Suggested Resolution

Be it resolved that the Beverly Hills Village Council authorizes the Village Manager to enter into the proposed Traffic Signal Generator Agreement between the Village of Beverly Hills and RCOC.

TRAFFIC SIGNAL GENERATOR AGREEMENT

This Traffic Signal Generator Agreement ("Agreement") is made this ____ day of _____, 2023 by and between the by and between the Road Commission for Oakland County, a statutory public body corporate ("RCOC"), and the Village of Beverly Hills ("Municipality").

WHEREAS, in the event of a power outage to RCOC traffic signals within a Municipality ("Signals"), the Municipality desires to hook-up generators to those RCOC traffic signals within the territorial limits of the Municipality, and RCOC is willing to allow such hook-ups subject to the conditions set forth herein;

NOW, THEREFORE, the parties agree that, in the event of a power outage and subject to the following conditions, duly authorized employees of the Municipality ("Municipal Employee(s)") may hook up generators to Signals within the territorial limits of the Municipality:

1. Only Signals with transfer switches may be accessed by the Municipality.
2. Upon request of the Municipality and subject to payment of all costs by the Municipality, the RCOC may install a transfer switch on a Signal lacking such a switch.
3. Only Municipal Employees trained in accordance with RCOC procedures may hook-up generators to Signals. RCOC will train _____ of the municipality, who shall be responsible for training Municipal Employees. Training for Signal hook-up work will be at RCOC cost.
4. The RCOC will provide written procedures for hook-up of generators to Signals, and the Municipality and Municipal Employees shall at all times adhere to and follow such procedures.
5. The Municipality shall request permission of the RCOC to access a Signal as follows:
 - a. The Municipality shall give notice to the RCOC before hooking up a generator to a Signal.
 - b. The Municipality shall notify the RCOC by telephone call to RCOC Dispatch at 248.858.4895 or such other person identified by the RCOC in writing.
 - c. If power is restored to a Signal being generated by the Municipality, before a RCOC crew arrives at the Signal, the Municipality shall immediately notify the RCOC.
6. When the RCOC crew arrives at a Signal being generated by the Municipality, the Municipality shall un-hook its generator, and allow the RCOC crew to begin generator operation.

7. The Municipality acknowledges RCOC has maintenance responsibilities over the Signals and agrees at all times the Municipality and Municipal Employees will take direction from RCOC traffic personnel and crews regarding Signals.
8. This Agreement may be terminated by either party at any time, upon 15 days written notice to the other party.

It is declared that work performed under this Agreement is a governmental function, and it is the intention of the parties that this Agreement shall not be construed to waive the defense of governmental immunity held by the parties.

WHEREFORE, the parties have entered into this Agreement as of the day first above written.

Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025

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

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

*Beverly Hills Public Safety Department***Memo**

To: Mr. Jeff Campbell
From: Chief Torongeau
Date: April 13, 2023
Re: Resolution for Village of Beverly Hills

This memo is to be directed to the Village Council regarding a modified Support Emergency Operations Plan that needs to be filed with Oakland County Emergency Manager. The Plan needs to be reviewed and modified every four years. The Plan was last modified in 2019. The attached revised plan contains the same basic information from the last plan. The plan has been modified to include the new Council members, the new manager, and under a new plan template provided by the County. By passing this resolution today we will be compliant with Oakland County Emergency Management and the State of Michigan Emergency Management. For all jurisdictions with more than 10,000 population it is mandatory we adopt a plan of action in order to collect Federal and State monies in case of a disaster.

Transmitted herewith is the Support Emergency Operation Plan for the Village of Beverly Hills in support to the Oakland County Emergency Operations Plan. The plan provides a framework for the Village of Beverly Hills to use in performing emergency function before, during and after a natural disaster, technological incident, hostile attack or other emergency. Also attached is a resolution adopting the Support Emergency Operation Plan for the Village of Beverly Hills.

I recommend we pass this resolution at this time.

CC: P/R file
CC: Jean Malik

VILLAGE OF BEVERLY HILLS
OAKLAND COUNTY, MICHIGAN

A RESOLUTION OF THE BEVERLY HILLS COUNCIL TO ADOPT THE VILLAGE
OF BEVERLY HILLS EMERGENCY OPERATIONS SUPPORT PLAN

At a meeting of the Village Council of the Village of Beverly Hills, Oakland County, Michigan, held on the ____ day of ____, 2015, at the Village Municipal Building, located at 18500 W. 13 Mile Rd., Beverly Hills, Michigan

The following resolution was offered by Councilmember _____ and seconded by Councilmember _____

WHEREAS, the Village of Beverly Hills elected to be incorporated into the Oakland County Emergency Management Program and that by becoming part of the Oakland County Emergency Management Program, the Village of Beverly Hills and Oakland County have certain responsibilities to each other.

WHEREAS, this Emergency Operations Support Plan has been developed to identify the responsibilities between the Village of Beverly Hills and Oakland County in regard to emergency management activities.

WHEREAS, the plan provides a framework for the Village to use in performing emergency functions before, during, and after a natural disaster, hostile attack, technological incident or other emergency.

WHEREAS, this support plan is to be used in concurrence with Oakland County's Emergency Operations Plan as it is a supporting document.

WHEREAS, the support plan will be maintained in accordance with the current standards of the Oakland County Emergency Operations Plan. Review of this plan shall be accomplished every four years.

NOW, THEREFORE, the Village of Beverly Hills Council hereby adopts this Emergency Operations Support Plan, in support of the Oakland County Emergency Operations Plan.

Village of Beverly Hills

Support Emergency Operations Plan

A Support Plan to The Oakland County Emergency Operations Plan

June 16, 2015

The Village of Beverly Hills

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SIGNATURE PAGE

Date: June 16, 2015

To all Recipients:

Transmitted herewith is the Support Emergency Operations Plan for the Village of Beverly Hills in support to the Oakland County Emergency Operations Plan. The plan provides a framework for the Village of Beverly Hills to use in performing emergency functions before, during, and after a natural disaster, technological incident, hostile attack or other emergency.

This plan was adopted by the Council under Resolution No. dated It supersedes all previous plans.

Village President

John Mooney

Date

VILLAGE OF BEVERLY HILLS

INTRODUCTION TO THE PLAN

I. Purpose

Village of Beverly Hills has elected to be incorporated into the Oakland County Emergency Management Program. By becoming part of the county emergency management program, the Village of Beverly Hills and Oakland County have certain responsibilities to each other. This Support Emergency Operations Plan has been developed to identify the responsibilities between the Village of Beverly Hills and Oakland County in regards to emergency management activities. It also provides for the Village of Beverly Hills government agencies to respond to various types of emergencies or disasters that affect the community. This support plan is to be used in concurrence with the County Emergency Operations Plan as it is a supporting document. The support plan will be maintained in accordance with the current standards of the Oakland County Emergency Operations Plan. Review of this support plan shall be accomplished every four years.

II. Scope

This plan is a flexible document in which changes from the content of the plan may occur due to unique nature of emergencies. Each agency that has a supported role in this plan or its elements should have developed Standard Operating Procedures (SOP) which provides systematic instructions for accomplishing assigned functions. In addition to support emergency preparedness and response efforts, the local government also conducts other activities such as personnel training, participating in exercises, encouraging chronic disease prevention techniques; educating the public on awareness activities, and the use of appropriate land use planning decisions for mitigation and prevention purposes as well. Through this plan, the Village of Beverly Hills continues to implement the National Incident Management System, participating in efforts to provide an effective and efficient incident management operation.

III. Plan Maintenance and Implementation

The plan has been developed together with local community and county officials to ensure consistency within the county emergency management program documents. The plan is required to be approved by Village of Beverly Hills every four years, or whenever the CEO changes and is to be forwarded to the County Emergency Management Office. Upon approval, it will be implemented, tested through exercises in concurrence with County officials, and reviewed/updated to maintain currentness with the County Emergency Operations Plan.

This plan has been provided to all municipal agencies, elected officials and the county emergency management office.

IV. Emergency Management Program Oversight

The Village of Beverly Hills has appointed the Director to serve as the municipal emergency management liaison responsible for working with the County Emergency Management Coordinator in matters pertaining to emergency management. Pursuant to the requirements in P.A. 390, of 1976, as amended, Section 19, Oakland County has adopted a resolution that incorporates the Village of Beverly Hills into its emergency management program, which is necessary for disaster assistance.

VILLAGE OF BEVERLY HILLS

BASIC INFORMATION

I. Community Profile

The Village of Beverly Hills is situated in the Southeast of Oakland County. The community has a population of 10, 297 residents. Of this number, approximately <%> are identified as individuals with functional needs. Many of these individuals reside in congregate care centers, but others reside in non-group homes where help is provided as needed or on-call. The city/township's major industry is <>, employing approximately <#> people. Due to this industry, the Village of Beverly Hills is concerned with potential Severe Weather, Hazard Material (Transportation), Power Outage and Possible Flooding.

According to the County's Hazard Mitigation Plan, the community is most vulnerable to: underground natural gas pipe line. Areas within the community which are more of a concern as a result of these hazards include: **Greenfield Rd from 13 Mile to 14 Mile**. More information regarding hazard vulnerability can be found in the County's Hazard Mitigation Plan/Analysis.

Within the community, there are approximately 6 sites that contain hazardous substances. Of these sites, approximately 4 contain extremely hazardous substances. Pursuant to SARA Title III, off-site emergency response plans have been developed by the Oakland County Local Emergency Planning Committee (LEPC) to prepare the fire department(s) to respond to the specific extremely hazardous substances on the sites. In addition, the owners of the sites have reported the types of hazardous substances that are housed on-site, as required by the Emergency Planning and Community Right-To-Know Act.

II. Emergency Management Authority

Pursuant to P.A. 390 of 1976, as amended, the municipal CEO may declare a local state of emergency for the Village of Beverly Hills. In the CEO's absence, pursuant to local legislation, the Director is authorized to declare the local state of emergency as well. Upon a declaration, PA 390 also authorizes the CEO to issue directives, such as restrictions to travel on local roads. The local declaration activates this emergency plan as well as the emergency operations center to conduct activities to ensure the safety of people, property, and the environment.

By resolution <#>, the Village of Beverly Hills has adopted the National Incident Management System as the standard for incident management for all-hazards. Through the adoption, the Village of Beverly Hills continues to implement the concepts of the NIMS through training, planning, and exercising activities.

III. Response Resources

The Village of Beverly Hills maintains **1** department responsible for providing public safety and welfare to the community. Each department is comprised of qualified emergency personnel, and maintains equipment capable of responding to emergencies. A list of resources that the departments use for emergency situations can be requested through the municipal emergency management liaison. Under circumstances, if the incident requires additional resources beyond the capability of the Village of Beverly Hills, the CEO may enact mutual aid, or it may be necessary to request county assistance through proper procedures.

IV. Emergency Management Organization

The Village of Beverly Hills emergency management organization consists of 1 department responsible for conducting activities in response to emergencies within the community. These departments have been assigned to specific emergency functions which the municipality has identified as necessary in order to provide an effective response to secure the safety of people, property, and the environment. Each agency is responsible for implementing pre-disaster activities to help prevent and/or prepare for various hazards that the community is vulnerable to such as: chronic diseases, flooding, hazardous material spills, inclement weather, tornadoes, and public disturbance; a more precise list can be found in the County's Hazard Mitigation Plan/Analysis. Prevention and preparedness activities include: awareness training, exercising, hygienic practices to prevent spreading of infectious diseases, stockpiling equipment, and educating people to self-care in an emergency.

The Director or his designee serves as the incident manager for municipal coordination. At his/her side includes the emergency management liaison Director of Public Safety or his designee, a planning City Manager Chris Wilson, Finance Chief Robert Wiszowaty, Operations Captain Christopher Yanosy or his designee, and Logistics Lt. Michael Vargas. The operations Captain Christopher Yanosy is responsible for coordinating the individual emergency functions assigned by agencies.

The table lists the functions, assigned agencies, primary point of contact, and phone number.

Function	Agency	Primary Contact	Phone
Direction and Control	Village of Beverly Hills	R. Torongeau	248-540-3400
Fire Services	Village of Beverly Hills	Chris Yanosy	248-388-1280
Law Enforcement	Village of Beverly Hills	R. Torongeau	248-404-7475
Warning and Communications	Director or designee		
Public Information	City Manager	Chris Wilson	248-632-2022
Damage Assessment	Dept of Public Works	Tom Mezsler	248-789-4292
Public Works	Public Works	Tom Mezsler	248-789-4202
Emergency Medical Services	Alliance	Stuart Slipiec	248-452-1414
Human Services	Village Clerk	Elaine Marshall	248-646-6404

Line of Succession

The following is a list of the 2nd and 3rd alternates for each agency identified in the plan to maintain the emergency tasks assigned.

Agency	2 nd Alternate	3 rd Alternate
City Manager Chris Wilson	Clerk Ellen Marshall	Erin Wilks
DPW Chief Tom Meszler	Marty Collins	Supervisor in charge desk
City Finance Bob Wisowaty	Peggy Linkswiler	Supervisor in charge desk
Emergency medical	Sgt. Nate Cook	PSO Rob Ginther
Human Services	Jean Malik	Supervisor in charge desk
Director of Public Safety	Captain Yanosy	Lt. Mike Vargas

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VILLAGE OF BEVERLY HILLS GENERAL EMERGENCY MANAGEMENT GUIDELINES

The following guidelines are general to the municipality, all agencies, and individuals who have a role in responding to an emergency within the community and coordinated by the Village of Beverly Hills. Being that emergency planning is a work in progress, guidelines are continuously reviewed and modified due to the situation and complexity of incidents.

- a) Report to the local emergency operations center when activated for scheduled exercises or disasters, or delegate another individual to staff the EOC and implement the plan.
- b) Implement mutual aid agreements or contracts with other organizations to supplement local resources that have been exhausted.
- c) Ensure compliance with this plan and the County Emergency Operations Plan, and any pertinent procedures and documents issued, which impact the provision of emergency services in the municipality.
- d) Train department emergency personnel in emergency management functions and NIMS/ICS concepts.
- e) Assist in the development, review and maintenance of the plan and of the County EOP.
- f) Develop and maintain standard operating procedures for specific functions or actions identified in the plan.
- g) Maintain a list of resources available by the departments/agencies.
- h) Protect records and other resources deemed essential for continuing government functions and each agency's emergency operations in accordance to procedures and policies.
- i) Establish mutual aid agreements and/or contracts with other jurisdictions/entities to supplement municipal resources.
- j) Establish a system of coordination, such as the incident command system, within the EOC. Field operations, however, are required to use the incident command system.
- k) Participate in the review and update of this emergency operations plan, in accordance to a schedule identified by the municipal emergency management liaison and the county emergency management coordinator.
- l) Adapt and provide printed emergency management materials and verbal messages to those who are vision impaired, non-English speaking, or deaf/hard of hearing.
- m) Conduct pre-disaster public awareness activities including education classes, self-care guidelines, communications plans, and protocols.
- n) Make recommendations to the CEO regarding protective actions.
- o) Utilize MI-CIMS or other systems to record and log significant events throughout the duration of the emergency, as well as the decisions made by the incident commander and municipal CEO.
- p) Continuously conduct emergency planning activities as it is a work-in-progress, periodically being reviewed and updated.
- q) All emergency response agencies are considered to be available to respond.

VILLAGE OF BEVERLY HILLS

EMERGENCY RESPONSE PROCEDURES

The following are procedures that the Village of Beverly Hills conducts and coordinates with the county in response to a local state of emergency.

- a) Ensure that the municipal emergency response agencies, elected officials and the county emergency management coordinator are notified of the situation.
- b) Municipal agencies assess the nature and scope of the emergency or disaster.
- c) If the situation can be handled locally, do so, using the following sequenced guidelines:
 - a. The emergency management liaison advises the CEO and coordinates all emergency response actions.
 - b. The CEO declares a local state of emergency and notifies the county emergency management coordinator of this action; a written local state of emergency declaration is forwarded to the county within 72 hours of the on-set of the emergency/disaster event.
 - c. The Director or his designee activates the emergency operations center. The EOC is located at Village of Beverly Hills Public Safety Office. If this location is unavailable an alternate location is at Village of Beverly Hills City Hall.
 - d. Emergency response agencies are notified through IRIS Alert or telephone by the municipal on duty Public Safety staff to report to the EOC.
 - e. The CEO directs departments/agencies to respond to the emergency situation in accordance to each agency's functional guidelines indicated in the attachments to this plan.
 - f. The CEO issues directives as to travel restrictions on local roads and recommends protective actions from the commanding agency. Protective action recommendations will be based on weather forecasting and if the incident complexity increases due to inability to respond rapidly and with a "ready" supply of resources to mitigate the incident.
 - g. Notify the public of the situation, through the Public Information Official, and take appropriate actions.
 - h. Keep the county emergency management coordinator informed of the situation and actions taken.
- d) If municipal resources become exhausted or if special resources are needed, request county assistance through the county emergency management coordinator.
- e) If assistance is requested, the county emergency management coordinator assesses the situation and makes recommendations on the type/level of assistance. The County may also take the following steps:

1. Activate the County Emergency Operations Center

2. Activate the County Emergency Operations Plan
 3. Respond with county resources as requested
 4. Activate mutual aid agreements
 5. Coordinate county resources with municipal resources
 6. Notify MSP/EMHSD District Coordinator
 7. Develop a jurisdiction situation report and a damage and injury assessment report via MI-CIMS and submit to the MSP/EMHSD
 8. Assist the municipality with prioritizing and allocating resources
- f) If county resources are exhausted, the county makes a request to the Governor to declare a state of emergency or state of disaster in accordance with procedures set forth in PA 390, as amended. The county shall not request state assistance or a declaration of a state of disaster or a state of emergency unless requested to do so by the CEO of Village of Beverly Hills if the situation occurs solely within the confines of the municipality.
- g) If state assistance is requested, the MSP/EMHSD District Coordinator, in conjunction with the county emergency management coordinator and municipal emergency management liaison, assess the disaster or emergency situation and recommend the necessary resources that are required for its prevention, mitigation, or relief efforts.
- h) After completing the assessment the MSP/EMHSD District Coordinator immediately notifies the State Director of Emergency Management and Homeland Security of the situation.
- i) The State Director of Emergency Management and Homeland Security notify the Governor and make recommendations.
- j) If state assistance is granted, procedures are followed in accordance with the Michigan Emergency Management Plan and the County Emergency Operations Plan.

ADDENDA

VILLAGE OF BEVERLY HILLS

EMERGENCY ACTION GUIDELINES

The following attachments provide guidelines for each function that has been assigned to the agencies in response to an emergency or disaster situation.

Attachment A: Direction and Control
Attachment B: Fire Services
Attachment C: Law Enforcement
Attachment D: Warning and Communications
Attachment E: Public Information
Attachment F: Damage Assessment
Attachment G: Public Works
Attachment H: Emergency Medical Services
Attachment I: Human Services

Each agency assigned is responsible for maintaining the guidelines, as well as approving any changes to the guidelines or changes in the official responsible for implementation.

DIRECTION AND CONTROL

The **Executive Office**, with support from the Emergency Management Liaison, is responsible for directing and controlling emergency management operations. The following guidelines represent a checklist of actions that the CEO and liaison must consider for providing an effective response to an emergency or disaster situation.

Functional Guidelines:

- a) Issue orders and directives, i.e., travel restrictions, and recommend protective actions to be taken by the general public.
- b) Declare a local state of emergency or disaster and notify the county emergency management office.
- c) Generate and disseminate information to the public via the Public Information Officer.
- d) Provide for continuity of operations.
- e) Activate and maintain the local emergency operations center.
- f) Seek federal post-disaster funds, as available, as well as pre-disaster assistance.
- g) Maintain record of activity regarding decisions on emergency actions.
- h) Review and evaluate assessment data.
- i) Maintain liaison with state and federal officials.
- j) Coordinate with County officials in response and recovery efforts.
- k) Coordinate and conduct information sharing activities to identify potential and enacted WMD or terrorism activities, and mobilize and direct resources in response to such incidents.
- l) Prepare and maintain an emergency plan for the municipality subject to the direction of elected officials; review and update as required.
- m) Develop and maintain a trained staff and current emergency response checklists appropriate for the emergency needs and resources of the community.
- n) Coordinate with State and federal officials in collecting and sharing terrorism related information.

The executive official has reviewed and approves the assigned guidelines. These will be maintained in accordance to the current standards of the county's emergency plan.

Director Richard Torongeau or his designee

Signature of official

date

FIRE SERVICES

The **Fire Department**, is responsible for fire service activities. The following guidelines represent a checklist of actions that department officials must consider for providing an effective response to an emergency or disaster situation.

Functional Guidelines:

- a) Provide command level representatives to the EOC and Unified Incident Command Post, when activated.
- b) Coordinate fire and search and rescue services with appropriate personnel at the County Emergency Management Agency; including assistance to regional specialty teams such as, but not limited to the Incident Management Team, Regional Response Team, MUSAR, and BOMB Squad.
- c) Coordinate with County EMC and the State of Michigan in the decontamination and monitoring of affected citizens and emergency workers after exposure to CBRNE hazards.
- d) Assume primary responsibility for emergency alerting of the public.
- e) Assist with evacuation of affected citizens, especially those who are institutionalized, immobilized or injured.
- f) Provide resources for fire services response and rescue operations.
- g) Assist in salvage operations and debris clearance.
- h) Advise elected officials about fire and rescue activities.
- i) Conduct safety analysis of the emergency, inform and recommend corrections to the CEO.
- j) Respond to hazardous materials spills in accordance to the procedures in Appendix 1 below.
- k) Assist in search and rescue operations.
- l) Assist in searching for bombs and/or explosive devices in connection with WMD events.

The fire services official has reviewed and approves the assigned guidelines. These will be maintained in accordance to the current standards of the county's emergency plan.

Director Richard Torongeau or his Designee

Signature of official

date

FIRE SERVICES

HAZMAT RESPONSE GUIDELINES

The **Fire Department** is responsible for the response to hazardous materials spills. Response will be acted in accordance to the following procedures:

- a) Assume incident command upon arrival at the scene.
- b) Establish scene security or coordinate with other available agencies to establish scene security.
- c) Monitor and evaluate environmental health risks or hazards from hazardous materials releases.
- d) Inspect possible sources of contamination.
- e) Provide technical assistance and liaison with other appropriate agencies or organizations for the remediation of hazardous waste releases and other contamination sources.
- f) Disseminate information to the Emergency Operations Center Public Information Officer on hazardous material releases issues.
- g) Make protective action recommendations based on severity and complexity of incident type.
- h) Ensure PPE is fit-tested to responders.
- i) Prior to proceeding with cleanup, analyze and evaluate the safetiness of the spill and contamination by a certified Safety Officer/technician.
- j) Decontaminate equipment and gear.

The fire services official has reviewed and approves the assigned guidelines. These will be maintained in accordance to the current standards of the county's emergency plan.

Public Safety Officer Robert Ginther

Signature of official

date

LAW ENFORCEMENT

The **Police Department**, is responsible for law enforcement activities. The following guidelines represent a checklist of actions that department officials must consider for providing an effective response to an emergency or disaster situation.

Functional Guidelines:

- a) Develop and maintain procedures for the Police Department.
- b) Coordinate security and law enforcement services; with appropriate personnel at the County Emergency Operations Center.
- c) Establish security and protection of critical facilities.
- d) Provide traffic and access control in and around affected areas.
- e) Assist with emergency alerting and notification of threatened populations.
- f) Assist with the evacuation of affected citizens, especially those who are institutionalized, immobilized or injured.
- g) In cooperation with the Fire Department, performs search and rescue operations.
- h) Implement any curfews ordered by the CEO.
- i) Provide access control to affected areas.
- j) Provide emergency assistance to persons with functional needs.
- k) Assist the medical examiner with mortuary services.
- l) Coordinate urban search and rescue activities.
- m) Investigate incident and provide intelligence information to state and federal officials.

The law enforcement official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.

Director Richard Torongeau or his designee

Signature of official

date

WARNING AND COMMUNICATIONS

The Village of Beverly Hills Public Safety is responsible for warning and communications activities. The following guidelines represent a checklist of actions that department officials must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Warn the following individuals via telephone:
 - Municipal Chief Executive
 - Municipal Emergency Management Liaison
 - County Emergency Management Coordinator
 - Municipal Emergency Operations Center representatives
- b) Ensure all agencies represented in the municipal Emergency Operations Center have communications to their staff at their department offices and at the incident site. This equipment consists of , radios, telephone, cell phones, pagers, LEIN, and IRIS alerts.
- c) Establish communications with the county Emergency Operations Center if activated. The communications equipment available for this link is a telephone, fax and LEIN.
- d) Establish communications with the Incident Command Post, if established.
- e) Activate the public warning system in accordance to the procedures listed in GovDelivery.
- f) Ensure the public warning system provides notification to functional needs populations identified in the community, i.e., elderly, hearing impaired, non-English speaking, and others. The system consists of the Village web site with local cable providers and media outlet.
- g) Contact and warn special facilities and locations, such as schools, hospitals, nursing homes, major industries, institutions, and place of public assembly. The methods of warning and contacting these locations consist of Village web site with local ambulance company (Alliance) to be used for contact..

The Public Safety Director or is designee official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.

Director of Public Safety Richard Torongeau or his designee

Signature of official

date

PUBLIC INFORMATION

The **City Manager**, is responsible for public information activities. The following guidelines represent a checklist of actions that the Public Information Official must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Function as the sole point of contact for the news media and public officials.
- b) Collect information from municipal emergency response agencies located in the emergency operations center and other locations.
- c) Prepare news releases/instructional information to be disseminated to the local media, considering how to communicate to non-English speaking populations.
- d) Conduct press tours of disaster area(s) within the community.
- e) Establish a Public Information Center at <insert location> to become the central point from which news releases are issued.
- f) Establish and maintain contact with the County Public Information Official if the County's Emergency Operations Plan is activated.
- g) Coordinate public information activities with the county Public Information Officer if the County Emergency Operations Center is activated.
- h) Assist the county in establishing a joint information center (JIC).
- i) Assist the county with establishing a Rumor Control Center.
- j) Assist the municipal emergency management liaison in developing and distributing education material on the hazards that face the municipality.
- k) Develop and maintain Emergency/Public Information procedures.
- l) Maintain a log and file of all information released to the media.

The City Manager official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.

City Manager Chris Wilson

Signature of official

date

DAMAGE ASSESSMENT

The Public Works Director, is responsible for damage assessment activities. The following guidelines represent a checklist of actions that department officials must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Record initial information from first responders such as law enforcement, fire services, and public works.
- b) If necessary, activate the damage assessment team which consists of the following agencies:
 - 1. Director of Public Works - responsible for public damage assessment
 - 2. Director of Public Works - responsible for individual damage assessment
- c) Provide information to the municipal Emergency Management Liaison. The Liaison will then provide assessment data to the county for preparation of a jurisdictional situation report via MI-CIMS.
- d) If the situation warrants, assist the municipal CEO with the preparation of a local state of emergency declaration and forward to the County Emergency Management Coordinator.
- e) Prepare a request for county assistance in conjunction with the municipal emergency management liaison.
- f) Plot damage assessment information on status boards in the municipal Emergency Operations Center.
- g) Record all expenditures for municipal personnel, equipment, supplies, services, etc., and track resources being used.
- h) Prepare reports for the municipal public information official.
- i) Collect information and forward to the County so that the county can complete the Damage and Injury Assessment information through the jurisdiction's situational report via MI-CIMS.

The Director Public Works official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.

Director of Public Works Tom Meszler

Signature of official

date

PUBLIC WORKS

The **Public Works Department** is responsible for damage assessment activities. The following guidelines represent a checklist of actions that department officials must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Maintain transportation routes.
- b) If necessary, coordinate activities designed to control the flow of flood water, including sandbagging, emergency diking, and pumping operations.
- c) Coordinate travel restrictions/road closures within the municipality.
- d) Identify evacuation routes.
- e) Provide emergency generators and lighting.
- f) Assist with traffic control.
- g) Assist with access control.
- h) Assist with urban search and rescue activities, i.e., persons trapped in damaged buildings or under heavy debris/objects, etc.
- i) Assist private utilities with the shutdown and restoration of gas and electric services.
- j) Assist with transportation of essential goods, i.e., food, medical supplies, etc.
- k) As necessary, establish a staging area for public works.
- l) Report damage information to the Damage Assessment Team.
- m) If necessary, assist with damage surveys for the federal public assistance grant program.
- n) If the county Emergency Operations Center is activated, establish and maintain contact with the person representing public works.
- o) Notify Law Enforcement of the location(s) of disabled vehicles.
- p) Inspect critical infrastructure and other public utilities for safety.

The public works official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.

Director of Public Works Tom Meszler

Signature of official

date

PUBLIC WORKS

HAZMAT RESPONSE GUIDELINES

The **Public Works Department** will support the Fire Department in response efforts according to the following:

- a) Assist the fire department in the cleanup of contaminated soils and transport to appropriate dump sites.
- b) Evaluates inland water conditions and make recommendations to fire chief on response actions.
- c) Provide heavy equipment and diking materials to support the Fire Department's response hazardous to materials incidents.
- d) Advise the incident commander of any safety concerns.
- e) Ensure personnel use adequate personal protection equipment.
- f) Decontaminate equipment and gear.

The public works official has reviewed and approves these guidelines. These will be maintained in accordance to the current standards of the county's emergency plan.

Director of Public Works Tom Meszler

Signature of official

date

EMERGENCY MEDICAL SERVICES

The Alliance is responsible for emergency medical service activities. The following guidelines represent a checklist of actions that agency officials must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Evacuate nursing homes, hospitals, and other medical facilities.
- b) Assist with animal and pet control. (contracted worker from SFD Twp.)
- c) Assist with decontamination.(County Hazmat may assist).
- d) Coordinate and provide emergency medical care to victims.
- e) Establish a staging area for emergency medical equipment.
- f) Identify a facility to be used as a temporary morgue if necessary. (Fire hall).
- g) Coordinate with hospitals and shelter managers to staff medical teams at shelters.
- h) When appropriate, coordinate field units' participation in damage assessment activities.
- i) Ensure that emergency medical teams responding on-scene have established an on-scene medical command post and a medical commander.

The emergency medical official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.

CEO Stuart Slipiec

Signature of official

date

HUMAN SERVICES

The Village Clerk Eliane Marshall from the Village of Beverly Hills will serve as the Human Services Liaison and is responsible for human services activities. The liaison will coordinate and/or keep informed regarding human services activities occurring within the municipality. In addition, they will coordinate with County & other Human Service Agencies. The following guidelines represent a checklist of actions that the liaison must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Coordinate activities of municipal agencies/departments which provide human service type services.
- b) Coordinate the provision of transportation for evacuation.
- c) Open and manage shelters in the municipality.
- d) Set up canteen (s) to feed emergency workers in the municipality.
- e) Provide food to municipality workers and victims of disaster residing in the municipality.
- f) Assist the county with establishing a Rumor Control Center.
- g) Arrange for provision of Crisis Counseling or Critical Incident Stress Debriefing (CISD) for both victims and identified disaster workers.
- h) If the County Emergency Operations Center is activated, establish and maintain contact with the person representing Human Services. If the county Emergency Operations Center is not activated, establish and maintain contact with the county Human Services Official directly at the county Department of Health and Human Services.
- i) Coordinate with ARC and other pertinent organizations for the distribution of emergency clothing for disaster victims.
- j) Coordinate efforts to provide transportation for disaster victims. (Consider local school buses, council on aging, canoe liveries, USFS, volunteers, etc.)

The human services official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.

Village of Beverly Hills Clerk Ellen Marshall

Signature of official

date

HUMAN SERVICES:
RESOURCES AND SUPPORT SERVICES

TRANSPORTATION RESOURCES	TYPE
Birmingham School bus School Liaison Lee Davis Tx	Buses

SHELTERS	MAXIMUM OCCUPANCY
Birmingham schools, Red Cross, QOM school, contact Lee Davis tx	3,000

FOOD AND FAMILY CARE RESOURCES	TYPE OF SERVICE
Salvation army, St. Vincent Depual, Oakland county Human Services contact names and numbers	Food, shelter, immediate equipment

FUNCTIONAL NEEDS CARE SERVICES	TYPE OF SERVICE
Boys Scout, City Manager and Clerk and or council	People who need extra help such as wheel chair, blind, elderly.

PLAN DISTRIBUTION

This Emergency Operations Plan is provided to all municipal departments. Non-municipal departments may contact the Municipal Emergency Management Coordinator to obtain a copy of the plan. Additionally, this plan will also be provided to the Oakland County Homeland Security Division as support to the Oakland County Emergency Operations Plan. A distribution record will be maintained so as to provide future updates/revisions.

PLAN DEVELOPMENT AND MAINTENANCE

The municipal operations plan will be maintained in accordance with current standards of the Oakland County Emergency Operations Plan (EOP) and in accordance with municipal government guidelines. Deficiencies identified in exercises and actual use, or organizational changes will stimulate revisions to the plan as well. Revisions of the plan will be forwarded to all organizations/agencies assigned responsibilities in the plan. Directors of supporting agencies have the responsibility for maintaining internal plans, Standard Operating Procedures (SOP), and resource data to ensure prompt and effective response to emergencies.

RECORD OF CHANGES

Date of Change	Plan Component	Signature	Date

AUTHORITY AND REFERENCES

State

- a. **Act 390 of 1976, Michigan Emergency Management Act**
- b. **Michigan Emergency Management Assistance Compact**
- c. **Michigan Emergency Management Plan, January 2006 ed.**

Local

- a. **Oakland County Emergency Operations Plan**
- b. **() NIMS Resolution, adopted March 21, 2006**
- c. **Oak Park, Hunting Woods, Berkley Public Safety local mutual aid references)**

SUPPORTING PLANS AND PROCEDURES

- a. Mutual aid through Oak Park, Berkley, Hunting Woods, Oak Tac, **Oakland County Hazard Mitigation Plan,**

SUPPORT EMERGENCY OPERATIONS PLAN GUIDE

**A GUIDE TO ASSIST MUNICIPALITIES INCORPORATED INTO THE COUNTY
EMERGENCY MANAGEMENT PROGRAM TO DEVELOP A SUPPORT EMERGENCY
OPERATIONS PLAN.**

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INTRODUCTION TO THE GUIDE

I. Purpose

This document is designed to serve as a guide for municipalities with a population of 10,000 residents or above that have elected to incorporate into the County Emergency Management Program and need to develop a Support Emergency Operations Plan (EOP) following the Administrative Rules for Section 19, 1976 PA 390, as amended. In accordance with these rules, the Support EOP shall be consistent with the County Emergency Operations Plan and will become part of the county plan.

The preparation of a Support EOP will increase emergency preparedness through the definition of the responsibilities of local departments and agencies. The plan assigns tasks that need to be accomplished when an incident occurs, and describes how local and county emergency management efforts are related. Maintaining a current Support EOP also establishes eligibility to receive Section 19 funding in accordance with Section 19 of 1976 PA 390, as amended. If federal assistance does not become available after the Governor has declared a State of Disaster or Emergency, affected counties and municipalities can be eligible to receive state assistance up to \$100,000 or 10% of their operating budget, whichever is less, to cover certain disaster related expenses. To be eligible for Section 19 funding, municipalities with a population of 10,000 and above that do not maintain an independent emergency management program must develop and submit a Support EOP to the county, and implement that plan in a timely manner at the beginning of the incident.

II. Scope

This document provides basic guidance and a template for the development of a Support EOP. The template (Attachment B) contains general information that can be adapted to any municipality. The annexes specify how the municipality will carry out common emergency support functions.

Also included with this document is a sample Emergency Management Resolution (Attachment B) that appoints the County Emergency Management Coordinator as the Emergency Management Coordinator of the municipality, and outlines how emergency management efforts on the local level are organized in relation to the County Emergency Management Program.

If either template is used, it should be reviewed and adjusted to the specific needs of each municipality. Municipalities that do not utilize the templates can develop individual plans or resolutions. Other available guiding materials for the development of EOPs include MSP/EMSHD Pub 201 (Local Planning Workbook) and FEMA Comprehensive Preparedness Guide 101.

III. Maintenance

Pub 204 has been developed by MSP/EMHSD and is maintained to ensure compliance with current national planning standards and relevant state laws pertaining to emergency planning. This document was last updated in August 2015 and supersedes the October 2011 version. It will be updated every four years.

DEVELOPING THE PLAN

All stakeholders that are involved in the community response to emergencies and disasters should be involved in the development of the Support EOP. The County Emergency Management Program should work with the municipality to ensure that the plan is compatible with the County Emergency Operations Plan. A standardized planning approach can be used for the development of the Support EOP.

I. Plan requirements

The Administrative Rules for Section 19 of 1976 PA 390, as amended, establish four requirements for the development of Support EOPs. In accordance with these requirements, Support EOPs shall:

1. **Describe the relationship between the County Emergency Management Program and the municipality:**

The plan should state that the municipality has chosen to incorporate into the county program, coordinates emergency management related matters with the county program, and has assigned the County Emergency Management Coordinator as the responsible Emergency Management Coordinator for the municipality.

2. **Identify the municipality's response procedures in relation to the county response procedures:**

The plan should establish annexes that describe common tasks that need to be accomplished when responding to an emergency or disaster, and assign responsibility for these tasks to municipal departments and other local agencies. The annexes should identify the responsible agencies on the local level that coordinate and share information with at the county level, and clarify joint responsibilities. Annexes in the Support EOP should also identify which annex or annexes they relate to in the County EOP.

3. **Be maintained in accordance with the standards and currentness of the county plan, be consistent with the county plan:**

The efforts described in local and county plans should be consistent and complement each other. To maintain the Support EOP in currentness with the County EOP, updates to the local plan are necessary whenever the county plan is updated. When the County EOP is updated, the Support EOP should be revised to ensure that it is still compatible with the county plan.

4. **Contain the signature of the Chief Executive Official (CEO) of the municipality, be forwarded to the county:**

After a new Support EOP has been developed or an existing plan has been updated, the signature of the CEO (Mayor, Township Supervisor) needs to be obtained. If a change of the CEO occurs, the plan needs to be reviewed and the signature of the new official obtained. After the plan is signed, a copy must be forwarded to the County Emergency Management Program, where it should be filed with the County EOP.

II. Plan format

The plan should consist of a Basic Plan section and functional annexes.

The Basic Plan defines the purpose of the plan, provides a community profile, identifies hazards and community vulnerabilities, and describes the relationship between municipality and the County Emergency Management Program.

The annexes identify specific emergency management and response tasks that need to be accomplished before, during and after an incident, and assign responsibility for carrying out these tasks to local agencies. Annexes should be organized by emergency response functions or tasked agencies and can be written in narrative or bulleted style. While municipalities are not required to mirror the format used in the county plan, this can be beneficial. The template included with this document uses a bulleted "Emergency Action Guidelines" format for its annexes.

III. Planning process

The following seven step planning process also utilized in County EOP development should be used to develop a Support EOP. For additional information on the process steps, please refer to MSP/EMSHD Pub 201 (Local Planning Workbook).

1. **Form a collaborative planning team:**

The planning team is the group of individuals responsible for designing, developing, and implementing the Support EOP. It should include representatives from all agencies that are committed to participate in emergency response activities within the municipality. Other stakeholders that should be engaged in

the planning process include representation from the municipality's executive office, the County Emergency Management Program, agencies that can provide insight into necessary accommodations for groups or individuals requiring Functional Needs Support Services (FNSS), schools, etc.

2. Identify hazards and assess risks:

The hazard analysis is the foundation upon which the municipality's emergency planning efforts should be built. It identifies conditions or situations that have the potential to cause harm to people or property in the community. The hazard analysis process involves four steps.

Step 1: A profile of the community is developed (demographic and economic make-up, geography and land-use, key facilities, etc.).

Step 2: The development of a community profile is followed by the hazard identification, which should start with a review of the County Hazard Analysis or Hazard Mitigation Plan. Local resources should then be used to identify further hazards that are unique to the community and might not have been included in county documents.

Step 3: The assessment of risks explores how likely it is that a risk will manifest itself in an incident, how often this might occur, where it might occur, and what the severity of impact would be. Hazards should be ranked based on the expected frequency of occurrence and severity of impact.

Step 4: The vulnerability determination examines how susceptible citizens, property, infrastructure and critical systems are to the identified hazards.

3. Determine Goals and Objectives:

Developing clear goals and objectives will help the municipality to identify problems, issues and opportunities. Establishing goals outlines the vision of what the community wants to achieve. Goals can be pursued in the long-term, but need to be achievable. Objectives are specific and measurable strategies to achieve these goals. Often, multiple objectives will need to be established to support one goal.

4. Plan Development:

This step describes the conceptualization of the plan, which includes the generation and comparison of alternate strategies to achieve the established goals and objectives. This involves two tasks: Developing and analyzing courses of actions to be conducted during an incident, and identifying the resources that determine the capability of the municipality to take these actions. Developing actions allows planners to depict how an operation unfolds by building and working through a portrait of a potential event, including key decision points and participant activities. This helps to identify actions that occur and resources that will be required throughout the progression of an event.

After identifying potential strategies to achieve established goals, an important sub-step in the conceptualization of the plan is the evaluation of actions to ensure that the actions that are selected to be included in the plan are feasible. It is critical to determine if required resources are available or easily obtainable during an incident, and if actions are compliant with laws and regulations, such as local ordinances and resolutions, legal authorities, law enforcement standards, and Governor's orders and directives.

5. Plan Preparation, Review and Approval:

When writing the plan, a simple format should be used. The finished plan must be compatible with the County EOP. This can be achieved by including references to the county plan, utilizing a similar format, or organizing annexes after similar emergency response functions. Feedback should be solicited from all stakeholders that are tasked within the plan, the County Emergency Management Program, and local elected officials. After the review process, necessary adjustments should be implemented. The municipality should adopt the plan by resolution, obtain the signature of the CEO, and forward a signed copy of the plan to the County Emergency Management Program.

6. Plan implementation and update:

The last step is to implement, maintain and update the plan. Plan updates are required after change of the CEO or when the County EOP has been updated. Plan reviews should also be considered after plan activations (during incidents or exercises), changes in operational resources, and changes in the community and/or hazard profile of the municipality. Lessons learned from actual events and exercises are essential to the evaluation of a plan's effectiveness, and help to determine if the plan is:

- Adequate: The concept of operations identifies and addresses critical tasks effectively.
- Feasible: Critical tasks can be accomplished timely and with available resources.
- Acceptable: The needs and demand driven by an event are met, actions meet the expectation of local officials and the public, and are consistent with law.
- Complete: The plan includes all necessary tasks, steps and required capabilities to reach an identified desired end state.
- Compliant: The plan complies with guidance and doctrine to the highest extent possible.

FEMA Comprehensive Preparedness Guide 101 established adequacy, feasibility, acceptability, completeness and compliance as criteria that allow planners and decision makers to determine the efficiency and effectiveness of their plans.

EMERGENCY MANAGEMENT RESOLUTION

In addition to the development of a Support EOP, it is recommended that municipalities adopt a local Emergency Management Resolution (if they have not already done so). The Emergency Management Resolution should appoint the County Emergency Management Coordinator as the Emergency Management Coordinator responsible for the municipality, describe the local emergency management organization and its relationship to the County Emergency Management Program, and provide a means for the local legislative body to exercise the authority vested in them by 1976 PA 390, as amended. Attachment A provides a sample Emergency Management Resolution.

Village of Beverly Hills

SUPPORT EMERGENCY OPERATIONS PLAN

An all-hazards plan supporting the Oakland County Emergency Operations Plan, for use in the event of disaster or severe emergency of natural, human, wartime, technological or terrorism origin.

04/13/2023

The information contained in this template, developed by the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD), should be used to assist in developing a Support Emergency Operations Plan which must then be reviewed by the Local Planning Team (LPT) and modified based on the community's emergency response capabilities.

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Promulgation Document

Officials of the Village of Beverly Hills, in conjunction with County and State Emergency Engagement (EM) agencies, have developed this Support Emergency Operations Plan that will enhance the local emergency response capability.

This plan, when used properly and updated, will assist local government officials with accomplishing their primary responsibilities of protecting lives and property in their community. This plan and its provisions will become official when it has been signed and dated below by the Chief Executive Official (CEO) of the municipality.

Chief Executive Official - John George
Village Council President, Village of Beverly Hills

Date

Approval and Implementation

The Support Emergency Operations Plan, referred to in this document as the Support EOP, describes how the Village of Beverly Hills will handle emergency situations in cooperation with the Oakland County Emergency Management Program. The Support EOP assigns responsibilities to agencies for coordinating emergency response activities before, during, and after any type of emergency or disaster. The Support EOP does not contain specific instructions as to how each department will respond to an emergency; these can be found in the plan annexes or separate Standard Operating Procedures (SOP).

The goal of the Support EOP is to coordinate emergency response efforts to save lives, reduce injuries, and preserve property. The Support EOP addresses emergency issues before and after an emergency, but its primary goals are to assemble, mobilize and coordinate a team of responders that can respond to any emergency, and describe response procedures in relation to the county response procedures.

The Support EOP will use a graduated response strategy that is in proportion to the scope and severity of an emergency. will plan, prepare and activate resources for local emergencies that affect the local area (or a specific site) and/or widespread disasters that affect the entire state and/or nation.

The Support EOP was developed by a Local Planning Team (LPT). The LPT consists of key departments covering emergency functions such as law enforcement, fire, public works, and public health. The team works to establish and monitor programs, reduce the potential for hazard events in the community through planning, review, and training, and assisting Oakland County in developing and maintaining the County EOP.

The Support EOP must be signed by the current CEO each time it is updated, with the exception of the following activities:

1. Minor updates e.g., changing system names, grammar, spelling or layout changes
2. Updates to the annexes

These activities may be updated in the plan without the CEO signature by the following individuals:

1. Emergency Management Liaison
2. Department head responsible for an annex

Homeland Security Presidential Directive (HSPD) 5 facilitates a standard management approach to major incidents, the National Incident Management System (NIMS). NIMS is administered as part of the National Response Framework (NRF) which integrates the federal government into a single, all discipline, and all-hazards plan. NIMS will provide a nationwide approach that enables federal, state, tribal and local government agencies to “work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity.” This Support EOP has integrated NIMS concepts, including the Incident Command System (ICS), and language to help incident management operate in accordance to the NIMS using the guidance provided by the Department of Homeland Security (DHS).

During an emergency, all response personnel will use the ICS to manage the incident and employ emergency resources at the site. The Emergency Operation Center (EOC) will coordinate additional resources when needed. This EOP will be used during community recovery after an emergency.

This plan supersedes all previous plans.
Record of Revisions

The following is a list of revisions made to the Support EOP. This chart tracks the date that changes were made, reason for the changes, updated pages, and who made the revision.

Date	Reason for Revision	Page Numbers	Revised By

Record of Distribution

The following is a list of the individuals and facilities that have been provided a copy of the Support EOP in order to conduct the assigned tasks addressed in this plan.

Title of Recipient	Name of Recipient	Agency	Date	Number of Copies
Village Manager	Jeffrey Campbell	Village Manager		
Village Council Officials	<ol style="list-style-type: none"> 1. John George (CEO-President) 2. Racheal Hrydziusko 3. John Mooney 4. Rock Abboud 5. Tracy Kecskemeti 6. Ryan O'Gorman 7. Mike White 	Village of Beverly Hills Village Council		
Oakland County Emergency Management Coordinator	Thom Hardesty	Oakland County Emergency Management		
Village of Beverly Hills Emergency Management Liaison	Director Richard Torongeau	Public Safety		
Communications and Warning Official	Director Richard Torongeau	Public Safety		
Damage Assessment Official	Director Neil Johnston	Public Works		
Fire Services Official	Deputy Director Lee Davis	Public Safety		
Mass Care, Emergency Assistance, Housing, and Human Services Official	Vince Waryas	Alliance EMS		
Public Health and Medical Services Official	Vince Waryas	Alliance EMS		
Public Information Official	Jeffrey Campbell	Village Manager		
Village of Beverly Hills Public Information Center	Jeffrey Campbell	Village Manager		
Village of Beverly Hills Emergency Operations Center	Director Richard Torongeau	Public Safety		
Birmingham Police/Fire Dispatch Center	Commander Greg Wald	Birmingham PD		

Basic plan

Purpose

The Village of Beverly Hills has elected to incorporate into the Oakland County Emergency Management Program. As partners in the five phases of emergency management, mitigation, preparedness, prevention, response and recovery, The Village of Beverly Hills and the County Emergency Management Program share joint responsibilities. The Village of Beverly Hills Support EOP has been developed to identify these responsibilities. It is to be used in concurrence with the County EOP. In accordance with Section 19 of the Michigan Emergency Management Act (1976 PA 390, as amended), activation of this this plan at the beginning of a disaster or emergency also establishes eligibility to receive state assistance for disaster related expenses incurred during a State of Emergency or Disaster declared by the Governor, for which federal assistance is unavailable.

Scope

The Village of Beverly Hills Support EOP is an adaptable document that can be applied to all hazards. Due to the unique nature of emergencies, it may become necessary to deviate from the contents of the plan when responding to an incident. Agencies that have been assigned supporting roles in this plan have developed and will maintain SOPs that provide systematic instructions for accomplishing their assigned functions. The local government conducts additional activities, such as personnel training, participation in exercises, public information, land-use planning, etc., to support emergency preparedness, mitigation, and response efforts. To facilitate efficient emergency management operations, the Village of Beverly Hills continues to implement the NIMS.

Authorities and References

A. Authority of local officials during an emergency:

1. 1976 PA 390, as amended
2. The Village of Beverly Hills, local Emergency Management resolution
3. The Village of Beverly Hills, adoption of the Support EOP
4. Executive Directive No. 2005-09, the state adoption of the NIMS
5. The Robert T. Stafford Disaster Relief and Emergency Assistance Act,
6. Emergency Planning and Community Right to Know Act of 1986 (EPCRA) also known as the Superfund Amendments and Reauthorizations Act (SARA), Title III
7. Good Samaritan Law

B. References used to develop the Support EOP:

1. NIMS
2. NRF
3. Michigan Emergency Management Plan (MEMP), Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMSHD)
4. Pub 204, MSP/EMHSD

Plan Development and Maintenance

To ensure that this Support EOP addresses the needs of the community and is consistent with the Oakland County EOP, this document was developed in a cooperative, whole community effort between municipal

government, local community, and the County Emergency Management Program. The Support EOP is updated after every change of the municipal CEO or when changes to the County EOP create inconsistencies. After the plan is adopted by resolution of the council and approved by the CEO, it is forwarded to the County Emergency Management Program. The plan will be implemented, tested through exercises in concurrence with county officials, and maintained in accordance with the standards and currentness of the Oakland County EOP.

This plan has been provided to all municipal departments, local elected officials, the County Emergency Management Program and all agencies tasked within the document. It includes this Basic Plan, which provides an overview of the municipality's preparedness and response strategies, and functional annexes that describe the actions, roles and responsibilities of participating organizations.

Situation Overview

- B. The Village of Beverly Hills has taken various preparedness and incident management steps to enhance capabilities in responding to incidents including:

1. The mitigation of potential hazards.
2. Identification of emergency response agencies and mechanisms that will protect life and property before, during and after an emergency.
3. Tasking agencies, organizations, and individuals with specific functions and responsibilities relative to emergency operations. Assigned tasks are explained in further detail under "Organization and Assignment of Responsibilities."
4. Integration with the Oakland County EOP, Oakland County Hazard Mitigation Plan, MEMP, etc.

- C. Community profile:

The Village of Beverly Hills is located in the south eastern area of Oakland County. The community has a population of 10,600 residents. Approximately <1% of residents have been recognized as individuals with Access and Functional Needs. Many of the residents that require Functional Needs Support Services (FNSS) reside in congregate care centers, while others reside in non-group homes where support is provided as needed or on-call.

- D. Hazard and threat analysis:

According to the Oakland County Hazard Mitigation Plan, communities in the county are most vulnerable to: extreme weather, flooding, power outages, hazardous material incidents and gas pipe line issues. Areas within the Village of Beverly Hills that are especially vulnerable to these hazards are: gas lines on Greenfield Road from 13 Mile Road to 14 Mile Road.

There are approximately 6 sites that contain extremely hazardous materials located in the community. Facility owners have reported the types of hazardous materials that are stored on-site, as required by the Emergency Planning and Community Right-To-Know Act (EPCRA). Pursuant to SARA Title III requirements, off-site emergency response plans have been developed by the Local Emergency Planning Committee (LEPC) to prepare fire departments for responding to the release of the specific hazardous materials on these sites.

- E. Relationship between municipality and County Emergency Management Program:

Emergency management and response are primarily local responsibilities. However, disasters and emergencies might exhaust the resources and capabilities of local governments. Therefore, the Village

of Beverly Hills has chosen to incorporate into the Oakland County Emergency Management Program. To coordinate emergency management related matters with the County Emergency Management Program, the Village of Beverly Hills has appointed the Director of Public Safety to serve as the Emergency Management Liaison. The Emergency Management Liaison facilitates communication and coordination between the Village of Beverly Hills and county, and is the local point of contact for the County Emergency Management Coordinator (EMC).

Planning Assumptions

- A. The proper implementation of this plan will result in saved lives, incident stabilization, and property protection in the Village of Beverly Hills.
- B. Some incidents occur with enough warning that necessary notification can be issued to ensure the appropriate level of preparation. Other incidents occur with no advanced warning.
- C. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with an incident. It may be necessary to request assistance through volunteer organizations, the private sector, mutual aid agreements (MAAs)/memorandums of understanding (MOUs), and/or county, state and federal sources. When provided, these will supplement, not substitute for, relief provided by local jurisdictions.
- D. All emergency response agencies within the Village of Beverly Hills that have been tasked in the plan are considered to be available to respond to emergency incidents. Agencies will work to save lives, protect property, relieve human suffering, sustain survivors, stabilize the incident, repair essential facilities, restore services and protect the environment.
- E. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.
- F. Emergency planning is a work-in-progress; the Support EOP is consistently reviewed and updated.
- G. During an emergency or disaster, parts of the plan may need to be improvised or modified, if necessary, based on the situation.

Concept of Operations

- A. Activation of the Support EOP and declaration of a local state of emergency:

When a threat is perceived, the Emergency Management Liaison activates this Support EOP and the local Emergency Operations Center (EOC) to facilitate activities that ensure the safety of people, property and environment. Pursuant to 1976 PA 390, as amended, the CEO may declare a local state of emergency for the Village of Beverly Hills if circumstances indicate that the occurrence or threat of widespread or severe damage, injury, or loss of life or property exist. In the absence of the CEO, pursuant to local legislation, the Director of Public Safety is authorized to declare a local state of emergency. Upon a local declaration, PA 390 authorizes the CEO to issue directives as to travel restrictions on local roads. To facilitate activities that ensure the safety of people, property and environment, a local declaration also activates this Support EOP and the municipal Emergency Operations Center (EOC). A local state of emergency shall not be continued or renewed for a period in excess of seven days except with the consent of the governing body of the municipality.

- B. The following procedures are conducted and coordinated with the county in response to an incident:
 - 1. The Emergency Management Liaison will perceive the threat, assess the hazard and ensure that municipal emergency response agencies, elected officials and County EMC are notified of the situation.

2. Municipal agencies assess the nature and scope of the emergency or disaster.
3. If the situation can be handled locally, the following guidelines are used:
 - a. The Emergency Management Liaison advises the CEO and coordinates all local emergency response actions.
 - b. The Emergency Management Liaison activates the EOC. The EOC is located at the Public Safety Building, 18600 W. 13 Mile, Beverly Hills, MI. 48025. If this location is unavailable, the alternate EOC location is the Village of Beverly Hills Main Office Building, 18500 W. 13 Mile, Beverly Hills, MI. 48025.
 - c. The CEO declares a local state of emergency. The Emergency Management Liaison notifies the County EMC and forwards the declaration to the County Emergency Management Program.
 - d. Emergency Response Agencies are notified by the Emergency Management Liaison to report to the EOC through the IRIS Alert Notification System or by on duty Public Safety Staff
 - e. The CEO directs departments/agencies to respond to the emergency in accordance with the guidelines outlined in this plan and its annexes, and issues directives as to protective actions and travel restrictions on local roads.
 - f. The Emergency Management Liaison keeps the County EMC informed of the situation and actions taken.
4. If the emergency is beyond local control, municipal resources become exhausted, or special resources are needed, county assistance is requested through the County EMC.
5. If county assistance is requested, the County EMC assesses the situation and makes recommendations on the type and level of assistance. The county may also take the following steps:
 - a. Activate County EOC and EOP
 - b. Respond with county resources
 - c. Activate MAA/MOUs to supplement county resources
 - d. Notify MSP/EMSHD District Coordinator
 - e. Make available incident information to MSP/EMSHD and statewide agencies via the Michigan Critical Incident Management System (MI CIMS) online platform, by submitting and maintaining applicable MI CIMS boards and logs.
6. If county resources and capabilities are exhausted, the county requests the Governor to declare a State of Emergency or State of Disaster in accordance with procedures set forth in 1976 PA 390, as amended. If the emergency occurs solely within the confines of the municipality, the county shall not request state assistance or the Declaration of a State of Disaster or Emergency unless requested to do so by the municipal CEO.

Organization and Assignment of Responsibilities

A. Emergency Management Organization:

1. The Village of Beverly Hills emergency management organization is comprised of one department that is responsible for conducting activities in response to emergencies within the community. To facilitate an effective emergency response, this department has been assigned to specific emergency functions. All agencies are responsible for implementing pre-disaster activities to prevent, mitigate and prepare for the various hazards that the community is vulnerable to. These activities include awareness training and public education, exercising, preparing Standard Operating Procedures (SOPs) and job aides, hygienic practices to prevent spreading of infectious diseases, stockpiling equipment, regulating land-use, etc.
2. The following table lists the established emergency support functions, assigned agencies, primary points of contact, and phone numbers.

Function	Agency	Primary Contact	Phone
Direction, Control, and Coordination	Public Safety	Richard Torongeau	248-404-7475
Communications and Warning	Public Safety	Richard Torongeau	248-404-7475
Damage Assessment	Dept. Public Works	Neil Johnston	248-632-2647
Fire Services	Public Safety	Lee Davis	248-202-4136
Mass Care, Emergency Assistance, Housing, and Human Services	Village Manager	Jeffrey Campbell	248-943-9008
Public Health and Medical Services	Alliance EMS	Vince Waryas	734-368-4924
Public Information	Village Manager	Jeffrey Campbell	248-943-9008
Law Enforcement	Public Safety	Richard Torongeau	248-404-7475
Public Works	Dept. Public Works	Neil Johnston	248-632-4924

3. The following table lists the alternates designated to represent the emergency functions.

Agency	1 st Alternate	2 nd Alternate
Direction, Control, and Coordination: Torongeau	Deputy Director Lee Davis	Lieutenant Andrew Van Horn
Communications and Warning: Torongeau	Deputy Director Lee Davis	Lieutenat Andrew Van Horn

Damage Assessment: Johnston	Matt Kulesza	John Taylor
Fire Services: Davis	Lieutenant Robert Ginther	Lieutenant Andrew Van Horn
Mass Care, Emergency Assistance, Housing, and Human Services: Campbell	Assistant Village Manager Kristin Rutkowski	Director Richard Torongeau
Public Health and Medical Services: Waryas	Lieutenant Robert Ginther	PSO/Medic Vito Salvaggio
Public Information: Campbell	Asst. Manager Kristin Rutkowski	Supervisor in charge
Law Enforcement: Torongeau	Deputy Director Lee Davis	Lieutenant Andrew Van Horn
Public Works: Johnston	Matt Kulesza	John Taylor

4. The Village of Beverly Hills maintains one fulltime department. All departments contribute to the safety and welfare of the community. Each department employs qualified emergency personnel and maintains equipment that can be used in emergency response. A list of resources available for utilization during incidents can be requested through the Emergency Management Liaison. If resource needs exceed the capabilities of the community, the CEO may activate MAA/MOUs and pre-disaster contracts, or it may become necessary to request county assistance.

B. Responsibilities:

1. The following responsibilities have been assigned to each organization that has been assigned responsibility in this plan:
 - a. Assist in the development, review and maintenance of Support EOP and County EOP.
 - b. Report to the local EOC when activated for scheduled exercises or emergencies.
 - c. Build capabilities and develop/maintain SOPs for specific functions or actions identified in the plan. Continuously review and update procedures.
 - d. Maintain a list of resources available through the departments.
 - e. Establish MAA/MOUs and contracts with other jurisdictions and organizations to supplement municipal resources.
 - f. Activate MAA/MOUs and contracts with other organizations to supplement response activities when local resources become exhausted.
 - g. Train personnel in emergency management functions and NIMS/ICS concepts.
 - h. Protect vital records and other resources deemed essential for continuing government functions and each agency's emergency operations in accordance to procedures and policies.
 - i. Ensure compliance with this plan and the County EOP, and any pertinent procedures and documents that impact the provision of emergency services in the municipality.

2. The annexes attached to this plan further describe nine emergency support functions and their associated responsibilities in mitigation, preparedness, prevention, response and recovery. Annexes include the organizations that are responsible for carrying out the emergency functions, and assign tasks associated with each function.

ANNEXES

The annexes attached to the Basic Plan describe all-hazard functions and include the roles and responsibilities that each responsible agency should consider during an emergency for which the Support EOP has been activated. Each annex contains: the agencies responsible for carrying out a function, their assigned tasks, and the concept of operations.

The annexes attached to this plan include the following functions:

Annex A, Direction, Control, and Coordination

Annex B, Damage Assessment

Annex C, Communications and Warning

Annex D, Fire Services

Annex E, Mass Care, Emergency Assistance, Housing, and Human Services

Annex F, Public Health and Medical Services

Annex G, Public Information

Annex H, Public Safety

Annex I, Public Works (Includes Appendix A – Debris Management Guidelines)

ANNEX A

DIRECTION, CONTROL, AND COORDINATION

The Direction, Control, and Coordination function is responsible for the activation, organization and operation of the local EOC, the facilitation of incident management, response, and recovery efforts, and coordination with the County Emergency Management Program.

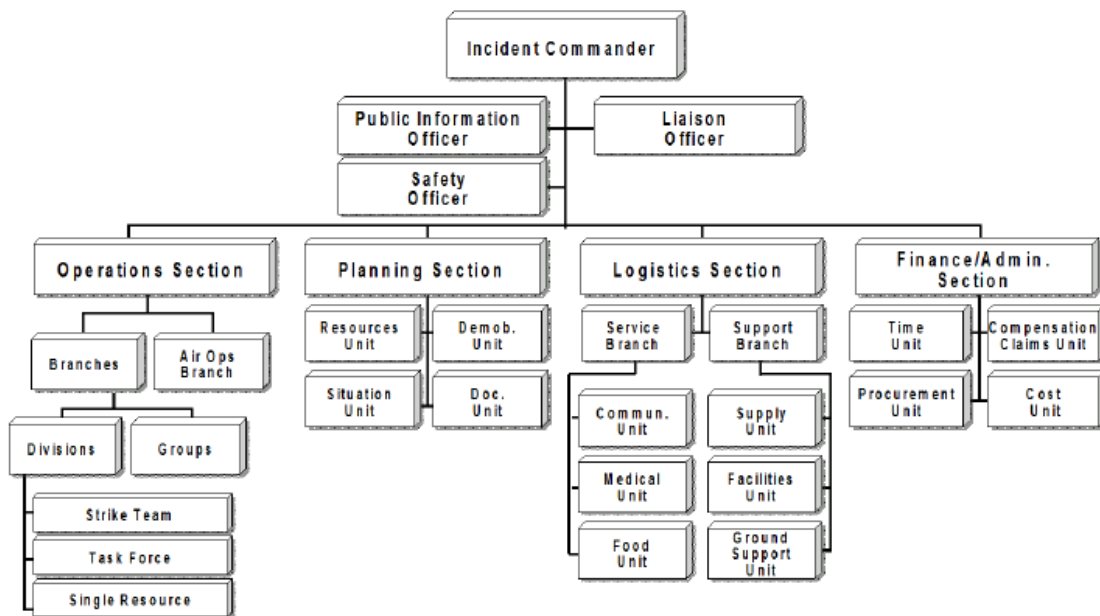
Direction, Control, and Coordination officials will maintain liaison and coordinate emergency management and response activities with the Direction, Control and Coordination function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#5 - Emergency Management/Information & Planning, ESF#7 - Logistics and Resource Support.

Responsible Agency: Beverly Hills Public Safety Department

Direction, Control, and Coordination Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	EOC operations
	Activate the EOC and ensure that appropriate staff is notified.
	Establish a system of coordination, such as ICS (see Figure 1), within the EOC. (Field operations at the ICP are required to utilize ICS.)
	Maintain administrative materials for the EOC, i.e., pencils, paper, maps, and status boards.
	Ensure copies of the Support EOP and EOC SOPs are available to EOC staff.
	Coordinate with law enforcement officials for EOC security.
	Local authority
	Direct and coordinate response activities in accordance with this plan, including prioritizing allocation of scarce resources.
	Relieve jurisdiction employees of normal duties and temporarily reassign them to emergency duties, and employ temporary workers, as necessary.
	Declare a local state of emergency and notify the County
	Issue directives as to travel restrictions on municipal roads.
	Recommend appropriate protective measures to ensure the health and safety of people and property.
	Assistance to other agencies
	Advise the County Emergency Management Coordinator of the situation and maintain liaison with the County Emergency Management Program.
	Establish communications with and provide support to the Incident Command Post (ICP).
	Provide frequent staff briefings and ensure all groups function as planned.
	Inform legislative body of measures taken.
	Review and authorize the release of information to the public through the Public Information Officer (PIO).
	Logistics
	Ensure all resources are made available for response.
	Formulate specific assistance requests to adjacent jurisdictions and the county.
	Activate MAA/MOUs and contracts with other jurisdictions and organizations.
	Provide aid to other communities as provided for in MAA/MOUs.
	Ensure staff maintains logs of actions taken and financial records.

Figure 1. ICS Incident Management Structure



DIRECTION, CONTROL, AND COORDINATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Public Safety Department	Director of Public Safety

The line of succession for the CEO for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director Richard Torongeau	Public Safety
Deputy Director Lee Davis	Public Safety
Lieutenant Andrew Van Horn	Public Safety

The line of succession for the Emergency Management Liaison for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director Richard Torongeau	Public Safety
Deputy Director Lee Davis	Public Safety
Lieutenant Andrew Van Horn	Public Safety

The CEO and Emergency Management Liaison are responsible for reporting or delegating an individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Direction, Control, and Coordination function.

SIGNATURE OF CHIEF EXECUTIVE OFFICIAL	DATE
SIGNATURE OF EMERGENCY MANAGEMENT LIAISON	DATE

ANNEX B**COMMUNICATIONS AND WARNING**

The Communications and Warning function is responsible for alerting and notification of key officials, receiving and disseminating warning and critical emergency information to the public, and the establishment, maintenance, and coordination of communication protocols and links between the EOC and other incident facilities.

The Communications and Warning Official will maintain liaison and coordinate emergency management and response activities with the Communications and Warning functions at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#2 – Communications and Supporting Technologies, ESF#15 – External Affairs and Public Information.

Responsible Agency: Beverly Hills Public Safety Department

Communications and Warning Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Communication links
	Ensure lines of communication have been established between all agencies represented in the local EOC, their department offices and their staff at the incident site. Available channels for establishing communications includes: telephone, cell phone, and radios.
	Coordinate communications between municipal and county EOC. Available channels for establishing communications include: telephone, cell phone, radios, pagers.
	Establish communications links with the adjacent communities and higher levels of government.
	Coordinate warning frequencies and procedures with adjacent communities and other government agencies.
	Disaster warning and information
	Activate public warning systems when instructed to do so by the CEO or Emergency Management Liaison. Warning methods include: social media, door-to-door notification, reverse 911.
	Ensure that warning messages received through the Law Enforcement Information Network (LEIN), National Warning System (NAWAS), Emergency Alert System (EAS), local weather spotters, or other verifiable means are issued in a timely manner.
	Determine which facilities are endangered by the incident and contact those facilities. Ensure they are contacted when protective actions are rescinded.
	Notify special locations (e.g., schools, hospitals, nursing homes, major industries, institutions, and places of public assembly).
	Ensure that public warning systems provide notification to residents with Access and Functional Needs, such as the elderly, hearing impaired, non-English speakers, individuals with mobility limitations, etc.
	Official notification
	Ensure that all necessary officials have been notified and/or updated about the incident.
	Notify neighboring jurisdictions of impending hazard or hazardous situations when instructed to do so by the Chief Executive Official or Emergency Management Liaison.

COMMUNICATIONS AND WARNING

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Public Safety Department	Director of Public Safety

The line of succession for representing the Communications and Warning function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director Richard Torongeau	Public Safety
Deputy Director Lee Davis	Public Safety
Lieutenant Andrew Van Horn	Public Safety

Public Safety Director Richard Torongeau is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Communications and Warning function.

SIGNATURE OF COMMUNICATIONS AND WARNING OFFICIAL	DATE

ANNEX C**DAMAGE ASSESSMENT**

The Damage Assessment (DA) function is concerned with the process of documenting damage from emergencies in the community. Information gathered may be used to determine the extent of damage and impact on the community resulting from an incident to justify future federal funding, declarations of emergency, and disaster proclamations. An accurate damage assessment is a necessary part of the recovery phase and determines qualification for state and federal disaster aid.

The Damage Assessment Official will maintain liaison and coordinate emergency management and response activities with the DA function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#5 - Emergency Management/Information Planning, ESF#14 – Recovery.

Responsible Agency: Beverly Hills Department of Public Works and Services

Damage Assessment Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Damage assessment
	Maintain current list of DA field team members.
	Maintain damage assessment field team supplies for contingency purposes, i.e., MSP/EMSHD Pub 901 Michigan Damage Assessment Handbook, blank forms, flashlights, cameras, pencils, paper, maps, etc.
	Activate DA field teams.
	Collect both public and private damage assessment information.
	Record initial information on damages from first responders.
	Augment DA field teams, as the situation dictates.
	Dissemination of DA information
	Provide an initial DA to EOC staff.
	Provide and verify DA information to the CEO and, if necessary, assist in preparation of a local state of emergency declaration.
	Prominently display DA information in the EOC, including maps, situation updates and assessment data.
	Provide the PIO with current DA information for release to the public.
	Provide DA data to the Emergency Management Liaison. The Emergency Management Liaison will forward information to the County Emergency Management Program for submission in MI CIMS; MICIMS damage assessment data should be entered within 72 hours of incident onset.
	Logistics
	Maintain a status list of requested resources.
	Compile and maintain a record of expenditures for personnel, equipment, supplies, etc.

DAMAGE ASSESSMENT

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Department of Public Works and Services	Director

The line of succession for representing the DA function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director Neil Johnston	Department of Public Works and Services
Matt Kulesza	Department of Public Works and Services
John Taylor	Department of Public Works and Services

Director Neil Johnston is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the DA function.

SIGNATURE OF DAMAGE ASSESSMENT OFFICIAL	DATE

ANNEX D

FIRE SERVICES

The Fire Services function is concerned with detecting and suppressing wild land, rural, and urban fires and any of these that result from, or occur coincidentally with, an incident response.

The Fire Services Official will maintain liaison and coordinate emergency management and response activities with the Fire Services function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#4 – Firefighting, ESF#9 – Search & Rescue, ESF#10 – Hazardous Materials.

Responsible Agency: Beverly Hills Public Safety Department

Fire Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Response activities
	Coordinate fire response and search and rescue activities with appropriate personnel at the County Emergency Management Program, including assistance to regional special teams such as Regional Response Teams, Michigan Task Force One (MI-TF1) Urban Search and Rescue, MABAS 3201, MABAS 3202, bomb squads, etc.
	Respond to hazardous materials spills.
	Coordinate with the County EMC and the State of Michigan in the decontamination of affected citizens and emergency workers after exposure to CBRNE hazards.
	Assist in searching for bombs and explosive devices in connection with terrorism or weapons of mass destruction (WMD) events.
	Assistance to other agencies
	Advise EOC staff about fire and rescue activities.
	Provide communications and other logistical supplies, as needed.
	Assist with evacuations.
	Assist in damage assessment operations.
	Assist in warning the population. Loud speakers on fire vehicles or door-to-door warning may be utilized.
	Assist in salvage operations and debris clearance.

FIRE SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Public Safety Department	Deputy Director

The line of succession for representing the Fire Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Deputy Director Lee Davis	Public Safety
Fire Marshal/ Lieutenant Robert Ginther	Public Safety
Lieutenant Andrew Van Horn	Public Safety

Deputy Director Lee Davis is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Fire Services Functions.

SIGNATURE OF FIRE SERVICES OFFICIAL	DATE

ANNEX E**MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES**

This function is concerned with issues related to the provision of mass care, emergency assistance, housing, and human services to disaster survivors, including those that require Functional Needs Support Services, throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Mass Care, Emergency Assistance, Housing, and Human Services Official will maintain liaison and coordinate emergency management and response activities with the Mass Care functions at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#2 – Communications and Supporting Technologies, ESF#6 – Mass Care, Shelter and Human Services, ESF#17 – Animal Care.

Responsible Agency: Village of Beverly Hills Municipal Offices

Mass Care, Emergency Assistance, Housing, and Human Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Disaster-related needs
	Coordinate activities of municipal departments that provide mass care and human services.
	Coordinate with the County Emergency Management Program, the American Red Cross (ARC) and other agencies to distribute food, water, and clothing, and meet other basic needs of disaster survivors and emergency responders.
	Coordinate to provide transportation for disaster survivors and emergency responders.
	Arrange for the provision of crisis counseling to disaster survivors and emergency responders.
	Coordinate procedures for the tracking of family members and reunification of families.
	Identify and account for personal property that may be lost during a disaster.
	Coordinate with the County EOC to establish procedures for the registration and management of volunteers and donations.
	Coordinate with agencies in the community that work with individuals with access and functional needs to ensure disaster related needs are met.
	Protective action
	Coordinate the provision of transportation for evacuation.
	Provide staff and resources to manage open shelters.
	Coordinate care for individuals at shelters and for those who have been sheltered-in-place.
	Determine whether shelters must be opened long or short-term.
	Provide guidance/policies for the care of household pets that are brought to shelters by evacuees (only service animals are allowed into ARC shelters).
	Pre-identified shelter locations including Birmingham Public School buildings: Wylie Groves High School, Berkshire Middle School, Beverly Elementary, and Greenfield Elementary

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Village of Beverly Hills Municipal Offices	Village Manager

The line of succession for representing the Mass Care, Emergency Assistance, Housing, and Human Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Village Manager Jeffrey Campbell	Village of Beverly Hills Municipal Offices
Asst. Village Manager Kristin Rutkowski	Village of Beverly Hills Municipal Offices
Director Richard Torongeau	Public Safety

Village Manager Jeffrey Campbell is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Mass Care, Emergency Assistance, Housing, and Human Services function.

SIGNATURE OF MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES OFFICIAL	DATE

ANNEX F**PUBLIC HEALTH AND MEDICAL SERVICES**

The Public Health and Medical Services function is responsible for assessing public health and medical needs, health surveillance, and provision of medical care personnel, supplies and equipment.

The Public Health and Medical Services Official will maintain liaison and coordinate emergency management and response activities with the Public Health and Medical Services function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#8 – Public Health and Medical, ESF#17 – Animal Care.

Responsible Agency: Alliance Mobile Health EMS

Public Health and Medical Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Patient care
	Coordinate with medical providers and shelter managers to staff medical personnel at shelters.
	Identify the transportation resources and personnel needs to transport disaster survivors to temporary care centers.
	Provide transportation of patients and assist hospitals with transfer of patients.
	Ensure identification and notification of disaster survivors and emergency responders in need of crisis counseling and/or debriefing.
	Coordinate the monitoring of disaster survivors and emergency responders for exposure to chemical, radiological, or biological contaminants, and assist in their decontamination.
	Public health
	If necessary, identify a site for a temporary morgue. NOTE: The medical examiner is responsible for identifying the deceased. Law enforcement and EMS may provide additional support in collecting and transporting.
	Assist with animal and pet control and support the county Animal Control Unit in the quarantine and disposal of deceased/diseased animals.

PUBLIC HEALTH AND MEDICAL SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Alliance Mobile Health EMS	CEO

The line of succession for representing the Public Health and Medical Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
CEO Vince Waryas	Alliance Mobile Health EMS
Fire Marshal/Lieutenant Robert Ginther	Public Safety
PSO/Medic Vito Salvaggio	Public Safety

CEO Vince Waryas is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Health and Medical Services function.

SIGNATURE OF HEALTH AND MEDICAL OFFICIAL	DATE

ANNEX G

PUBLIC INFORMATION

The Public Information function ensures accurate, coordinated, timely, and accessible information is disseminated to governments, media, the general public, and the private sector throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Public Information Official will maintain liaison and coordinate emergency management and response activities with the Public Information function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#15 – External Affairs and Public Information.

Responsible Agency: Village of Beverly Hills Municipal Offices

Public Information Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Pre-disaster public education
	Assist the Emergency Management Liaison in developing educational materials on the hazards facing the community and explaining what people can do to protect themselves to recover from incidents.
	Ensure that written materials/social media are developed for non-English speaking individuals or others who require FNSS.
	Disaster warning and information
	Coordinate with the County to develop and release updated EAS messages based on incoming information.
	Coordinate with the County to document which EAS messages have been delivered over radio and television.
	Ensure that accurate information is disseminated describing such items as the locations of shelters, missing persons information hotline, volunteer hotline, rumor control hotline, etc.
	Distribute prepared public educational materials.
	Media coordination
	Establish and maintain contact with the EOC and/or the ICP.
	Prepare press releases and ensure that all press releases and official information is reviewed by the: Director of Public Safety, CEO of Alliance Mobile Health EMS, Asst. Village Manager
	Verify that information is accurate before releasing it to the media.
	Schedule media briefings.
	Establish a Public Information Center as the central point from which municipal news releases are issued at the Public Safety Building: 18600 W 13 Mile Road, Beverly Hills, MI. 48025
	Assist the county in establishing a Joint Information Center (JIC; the JIC can be used by agency representatives for releasing information to the news media).
	Coordinate public information activities with the County PIO and the JIC.
	Schedule interviews between the CEO and media agencies.
	Monitor all forms of media, both traditional and social, for rumors, and address rumors as soon as possible

PUBLIC INFORMATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Village of Beverly Hills Municipal Offices	Village Manager

The line of succession for representing the Public Information function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Village Manager Jeffrey Campbell	Village of Beverly Hills Municipal Offices
Asst. Manager Kristin Rutkowski	Village of Beverly Hills Municipal Offices
Director Richard Torongeau	Public Safety

Village Manager Jeffrey Campbell is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Information function.

SIGNATURE OF PUBLIC INFORMATION OFFICIAL	DATE

ANNEX H

PUBLIC SAFETY

The Public Safety function is concerned with ensuring the safety of all citizens, maintaining law and order, protecting public and private property and providing protection for essential industries, supplies and facilities.

The Public Safety Official will maintain liaison and coordinate emergency management and response activities with the Public Safety function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#13 – Public Safety and Security/Law Enforcement, ESF#17 – Animal Care, ESF#18 – Military/Defense Support to Civil Authorities.

Responsible Agency: Beverly Hills Public Safety Department

Public Safety Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Response activities
	Provide security and access control at critical facilities and incident sites.
	Implement any curfews ordered by the governor or CEO.
	Enforce evacuation orders and assist in evacuations.
	Ensure prisons and jails are notified of potential threat and determine whether proper safety and security precautions are being taken.
	Implement urban search and rescue capabilities, including animals.
	Investigate incident and provide intelligence information to county, state and federal officials.
	Transportation
	Secure unusable roads. (Use Fire Services and Public Works for support, if necessary).
	Identify routes that need barricades and signs. Request necessary assistance from Public Works.
	Ensure vehicles on evacuation routes are removed. If necessary, request that Public Works agencies move vehicles off the road. Maintain record of where vehicles are being taken.
	Coordinate with the Road Commission or Public Works in rerouting traffic and putting the appropriate signs in place.
	Assistance to other agencies
	Assist Warning function in warning the public, when necessary.
	Assist the medical examiner with mortuary services.
	Assist families isolated by the effects of the disaster.

PUBLIC SAFETY

The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT
Public Safety Department	Director

The line of succession for representing the Public Safety function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director Richard Torongeau	Public Safety
Deputy Director Lee Davis	Public Safety
Lieutenant Andrew Van Horn	Public Safety

Director Richard Torongeau is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Safety function.

SIGNATURE OF PUBLIC SAFETY OFFICIAL	DATE

ANNEX I**PUBLIC WORKS**

The Public Works function is responsible for conducting pre- and post-incident assessments, ensuring critical services are met through existing contracts, providing technical assistance and engineering expertise and construction management, providing emergency repair of damaged public infrastructure and critical facilities, and the clearing of debris from public roads.

The Public Works Official will maintain liaison and coordinate emergency management and response activities with the Public Works function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#1 – Transportation/Transportation Infrastructure, ESF#3 – Public Works and Engineering and ESF#12 – Energy and Energy Infrastructure.

Responsible Agency: Beverly Hills Department of Public Works and Services

Public Works Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan
	Response activities
	Coordinate debris removal activities (see Appendix A for Debris Management Guidelines)
	Coordinate activities designed to control the flow of floodwater.
	Damage assessment
	Provide engineering expertise to inspect public structures and determine if they are safe to use.
	Provide DA information for roads, bridges, buildings, infrastructure, etc. to DA function.
	Transportation
	Provide barricades and signs for road closures and boundary identification (to include activating MAA/MOUs if additional barricades are needed).
	Provide technical expertise in road weight limits, road capacity, etc., to determine whether evacuation routes are adequate for traffic flow.
	Notify law enforcement of the location(s) of disabled vehicles.
	Contact appropriate Michigan Department of Transportation (MDOT) and county transportation officials to request travel restrictions on state and county roads, if necessary.
	Assistance to other agencies
	Assist in identifying access control areas.
	Assist with urban search and rescue activities, if necessary.
	Maintain contact with local utilities to determine the extent and cause of damage and outages. Report this information and restoration schedules to EOC staff.
	Coordinate with utility companies in the restoration of essential services.
	Logistics
	Provide vehicles and personnel to transport essential goods, such as food and medical supplies, when directed by the EOC staff.
	In conjunction with public health, help identify sources of potable water.
	Assist in identifying and obtaining the appropriate construction equipment to support disaster response and recovery operations.
	Provide emergency generators and lighting.

PUBLIC WORKS

The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT
Department of Public Works and Services	Director

The line of succession for representing the Public Works function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director Neil Johnston	Department of Public Works and Services
Matt Kulesza	Department of Public Works and Services
John Taylor	Department of Public Works and Services

Director Neil Johnston is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Works function.

SIGNATURE OF PUBLIC WORKS OFFICIAL	DATE

APPENDIX A

Debris Management Guidelines

The Department of Public Works and Services is responsible for debris management activities. The following guidelines represent a checklist of actions that agency officials must consider for providing effective debris management.

Guidelines:

Debris Clearance – Occurs in the first 24-72 hours and generally focuses on clearing roadways for emergency vehicles & rescue operations to have unobstructed routes to critical facilities

- a. Maintain detailed record keeping (critical for possible reimbursement)
 - i. Document all expenses and time involved in the debris removal process
- b. Coordinate with public utilities and waste haulers
- c. Consider how to handle access to private property
 - i. Right-of-entry, hold-harmless agreements
- d. Consider health & safety concerns (obtain detailed safety plans from contractors)
- e. Obtain any necessary permits and/or waivers

Debris Removal – The management and disposal of accumulated debris after life-safety has been addressed

- f. Consider the following steps in the debris management process:
 - i. Removal
 - ii. Transportation/hauling routes
 - iii. Temporary storage/staging site selection & management
 1. Consider water tables, affected populations, terrain
 - iv. Monitoring/load tickets/weights & measures
 - v. Sorting/Processing
 - vi. Recycling of applicable materials
 - vii. Reduction (Chipping, grinding, burning)
 - viii. Final disposition/landfill or other

When Trash Removal Providers are Individually Contracted by Residents:

- a. If the jurisdiction does not provide trash removal services to residents under normal circumstances, after a large emergency, if the private company is unable or unwilling to remove the debris, it will become the responsibility of the local jurisdiction to ensure health and safety to their residents.
- b. Contact local private companies to see what, if any, services they will provide their contracted residents with debris removal caused by an emergency.
- c. Track all costs associated with the debris removal.
- d. Contact DPW (if applicable) to determine what equipment is owned by the jurisdiction and if any can be used for this purpose.
- e. Contact neighboring communities who provide trash removal on a daily basis. If they were unaffected by the disaster, see if they can provide some assistance for equipment, temporary storage locations and/or transport to landfill.

- f. Identify a location (possibly parking lot) that can be used for temporary storage site of garbage.
- g. Request guidance from DEQ on permits and licenses.
- h. Contact landfill to set-up contract, rates and drop off schedule.
- i. Set hours and map out pick-up locations of affected areas. Send out public messages regarding the services available and process.
- j. Consider requiring residents to drop off debris to one identified site. The jurisdiction won't need the trucks, staff or logistics for curb side removal but will have to load semi-trucks and take to landfill.



**RESOLUTION TO ADOPT THE VILLAGE OF BEVERLY HILLS
EMERGENCY OPERATIONS SUPPORT PLAN**

At a meeting of the Village Council of the Village of Beverly Hills, Oakland County, Michigan, held on the 18th day of April, 2023, at the Village Hall, located at 18500 W. 13 Mile Road, Beverly Hills, Michigan, 48025.

The following resolution was offered by Councilmember _____ and seconded by Councilmember _____:

WHEREAS, the Village of Beverly Hills elected to be incorporated into the Oakland County Emergency Management Program and that by becoming part of the Oakland County Emergency Management Program, the Village of Beverly Hills and Oakland County have certain responsibilities to each other.

WHEREAS, this Emergency Operations Support Plan has been developed to identify the responsibilities between the Village of Beverly Hills and Oakland County in regard to emergency management activities.

WHEREAS, the plan provides a framework for the Village to use in performing emergency functions before, during, and after a natural disaster, hostile attack, technological incident or other emergency.

WHEREAS, this support plan is to be used in concurrence with Oakland County's Emergency Operations Plan as it is a supporting document.

WHEREAS, the support plan will be maintained in accordance with the current standards of the Oakland County Emergency Operations Plan. Review of this plan shall be accomplished every four years.

NOW, THEREFORE, BE IT RESOLVED, the Village of Beverly Hills Council hereby adopts this Emergency Operations Support Plan, in support of the Oakland County Emergency Operations Plan.

AYES:

NAYS:

ABSENT:

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Beverly Hills Village Council, Oakland County, Michigan, on the ____ day of April, 2023, the original of which is on file in my office.

I further certify that notice of the meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this ____ day of April 2023.

Kristin Rutkowski, Village Clerk



MEMORANDUM

To: Council President and Village Council
From: Jeffrey Campbell, Village Manager
Date: April 13, 2023
Subject: Crack Sealing

The Administration is recommending reengagement with a crack sealing program for the Village of Beverly Hills. Sealing cracks in asphalt and concrete is a low-cost pavement preservation treatment. Cracks in pavement are inevitable and are going to develop as the pavement continues to oxidize and deteriorate. Approximately 75% of cracks in pavement form into potholes within 3 years if they are not sealed. Crack sealing will extend the life of the Village's asphalt pavement and prevent cracks from turning into larger cracks, craters, and dangerous potholes.

The Village can receive substantial cost savings by utilizing and extending unit prices from those obtained in a bid process from a neighboring community, Keego Harbor. This is a good alternative to incurring additional costs and eliminating the need to develop a new set of contract documents. The work will likely begin in late April and be completed by May 15, 2023, weather permitting.

Attached is a proposal from our engineering firm, HRC, and a proposed contract between the contractor, Scodeller Construction, and the Village of Beverly Hills that is an extension of the contractor's proposal and bid with Keego Harbor. We have also attached a map with the proposed area where the crack sealing will occur in 2023. Additional crack sealing will occur in the Village in the following years, particularly on 13 and 14 Mile Roads. Funds are available in accounts 202-463-943.00 and 203-463-943.00 for crack sealing.

Suggested Resolution:

Be it Resolved that the Village Council approves the proposed Crack Sealing Program for the Village of Beverly Hills and authorizes the Village Manager to enter into a contract with the approved bidder, Scodeller Construction, for a project cost of no more than \$36,000. Funds are available in accounts 202-463-943.00 and 203-463-943.00.



March 23, 2023

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

Attn: Jeffrey Campbell, Village Manager

Re: Proposal for Professional Engineering Services
2023 Crack Sealing Program

HRC Job No. 20230107

Dear Mr. Campbell:

As requested, Hubbell, Roth and Clark, Inc. (HRC) is pleased to submit this proposal for engineering services for the subject project. Our scope of work is based on preliminary discussions with your office, extensive knowledge of the area, and our experience in Crack Sealing projects. In summary, HRC will provide engineering services for the design and construction administration of the 2023 Crack Sealing Program.

SCOPE OF SERVICES

Based on our discussion with Village Staff, the total project budget is \$36,000 to be split between major roads and local roads. To complete this work for the target budget HRC will provide the following services:

- ≡ Estimate the quantity of crack sealing to be completed based on the identified budget and recent bid prices.
- ≡ Review previous PASER ratings and complete field investigation within the project area(s).
- ≡ Prepare final specifications and plans.
- ≡ Assist the Village through the advertising and bidding process and make recommendations for contact award.
- ≡ Prepare final contract documents.
- ≡ Conduct onsite visit to mark limits for crack sealing repairs.
- ≡ Conduct part-time construction observation.
- ≡ Perform construction contract administration.
- ≡ Coordinate Project close-out activities.

Historically, HRC has completed these services for similar Village projects at approximately 20%-25% of the total construction cost. Therefore, we would propose a not-to-exceed total of \$7,000. However, we note that there is the potential for the Village to incur a cost savings by extending the unit-prices from those obtained in a bid process from a neighboring community. Based on our preliminary investigation of this potential, it appears a viable alternative and would eliminate the need to develop a new set of contract documents.

Daniel Mitchell, P.E., President will be the Principal In-Charge and Bradley Shepler, P.E., will be the Project Manager. Other key team members include Jack Nagle, P.E., Manager and Adam Mansfield, Graduate Engineer I. All four members have extensive experience with Village projects.

We can begin working on this project immediately following your authorization to proceed and anticipate project completion within the FY23 construction season. 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

pc: Beverly Hills; N. Johnston
HRC; D. Mitchell, J. Nagle, A. Mansfield, File

DRAFT

**SPECIFICATIONS
FOR
2023 CRACK SEALING PROGRAM**

**VILLAGE OF BEVERLY HILLS
OAKLAND COUNTY, MICHIGAN**

APRIL 2023

HRC JOB NO. 20230107



**555 Hulet Drive • P.O. Box 824
Bloomfield Hills, Michigan 48303-0824**

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SECTION 00120

INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

The work under this Contract shall consist of the furnishing of all labor, material, equipment, services, and all incidental items necessary to complete the project in accordance with the Contract Documents.

OBSERVATION OF SITE

Before submitting a Proposal, each bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.

He shall be held to have compared the premises with the Drawings and Specifications and to have satisfied himself as to the conditions of the premises, existing constructions, and any other conditions affecting the carrying out of the work, before delivery of his Proposal.

No allowance or extra consideration on behalf of the Bidder will subsequently be allowed by reason of error or oversight on the part of the Bidder or on account of interferences by the Owner's or by other Bidder's activities.

SOIL CONDITIONS

The Contractor, as such and as bidder, shall make his own determination as to soil and/or rock conditions and he shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Owner. This shall apply whether or not borings are shown on the Drawings.

All bidders conducting soil tests shall restore the area of their testing to original condition as closely as possible.

The Owner does not guarantee that the ground encountered during construction will conform with any boring information furnished herein.

The Owner and Hubbell, Roth & Clark, Inc. may have been involved in the design, observation, and/or construction of other underground projects in the area of the proposed construction. The observation reports, soil reports, and any soil information connected with these projects are available for construction observation and review by the prospective bidders.

ADVERTISEMENT

The published Advertisement for the proposed work contains information necessary to bidders. A copy of the Advertisement shall be considered a part of the Instructions to Bidders as fully as if repeated herein.

PROPOSALS

Proposals will be received in accordance with the Advertisement for Bids, and shall be submitted only on forms provided by the Engineer.

Proposals shall be enclosed in sealed envelopes marked with the name of the project and bidder and shall be delivered to the designated location on or before the bid time as specified in the Advertisement for Bids.

Proposals shall be made in full conformity with all the conditions set forth in the drawings and in these specifications. Bids are firm and cannot be withdrawn for a period of 60 days after opening of the bids, ~~unless otherwise specified in the Advertisement for Bids.~~

NAME AND STATUS OF BIDDER

The name and legal status of the bidder, either as a corporation, partnership, or individual, shall be stated in the Proposal.

Anyone signing a Proposal as an agent of another or others, must submit with the Proposal, legal evidence of his authority to do so.

The place of residence of each bidder, or the office address and telephone number in the case of a firm or company, with County and State, must be given after his signature.

BIDDER'S QUALIFICATIONS

It is the intention of the Owner to award this Contract to a Bidder fully capable, both financially and with regard to experience to perform and complete the work in a satisfactory manner. If required by the Owner, each bidder under consideration may be required to furnish the Owner, within 48 hours at the Owner's request, the following information sworn to under oath by him:

1. Performance record.
2. The address and description of the bidder's plant and place of business.
3. Itemized list of equipment available for use on the project.
4. A description of any similar project which the bidder has constructed in a satisfactory manner.
5. A certified or authenticated financial statement dated within sixty days prior to the opening of bids. The Owner may require that any items of such statements be further verified.
6. A list of contracts on which the bidder is currently engaged.
7. Such additional information as will satisfy the Owner that the bidder is adequately prepared, in technical experience and otherwise, to fulfill the Contract.

BID DEPOSIT

~~Each Proposal must be accompanied by a bid deposit in the form described in the Advertisement for Bids, Specification Section 00030, as a guarantee on the part of the bidder that he will, if called upon to do so, enter into contract in the attached form, to do the work covered by such proposal and at the price stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such certified check or bidder's bond shall be made out to the Owner and shall be subject to the conditions specified in the Proposal.~~

~~The bid deposits of all except the three lowest bidders will be returned within three days after the opening of bids. The bid deposits of the three lowest bidders will be returned within 48 hours after the Contract is awarded to the successful bidder and the signed agreement has been delivered and the required bonds have been finally approved by the Owner, or after rejection of all bids.~~

~~Surety companies providing and executing Bid Bonds shall appear on the United States Treasury Department's most current list (Circular 570) as holding certificates of authority as acceptable sureties on federal bonds. The penal sum of such bonds shall not exceed a company's underwriting limitation as stated therein. A surety company shall be licensed in the State in which it provides a bond and, in the State, where the Contract work is to be performed.~~

~~Failure to provide a bid bond from a qualified company shall be a basis for rejection of a bid as non-responsive and non-responsible.~~

EXPLANATION TO BIDDERS BY ADDENDUMS

Neither the Owner nor the Engineer will give verbal answers to inquiries, regarding the meaning of the Drawings or Specifications, or give verbal instructions, previous to the award of the Contract. Any verbal statements regarding same by any persons, previous to the award, shall be unauthoritative.

Explanations desired by bidders shall be requested of the Engineer in writing and, if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each bidder whose work is affected.

Addendums issued to bidders prior to date of receipt of proposals shall become a part of the Specifications, and all proposals shall include the work described in the addendums.

No inquiry received within 4 days of the date fixed for the opening of bids will be given consideration.

Failure of the Engineer to send, or of the bidder to receive, any such interpretations shall not relieve the bidder from obligation under his bid as submitted.

RIGHT TO ACCEPT, TO REJECT, AND TO WAIVE DEFECTS

The Owner reserves the right to accept any Proposal, to reject any or all Proposals, and to waive any defects or irregularity in the Proposal if it appears advantageous to the Owner to do so.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

TIME OF COMPLETION

The Owner and the individual citizens of the municipality affected by this project are vitally concerned with the prompt completion of the construction together with the cleanup and restoration of roads and lawns within the time allowed in the Proposal.

The Bidder shall use sufficient labor and equipment to complete and place in service all of the work being constructed within this Contract within the time specified in the Proposal. The surface cleanup shall follow closely behind construction with earth spoil removed from lawns and roads and any trenches neatly finished by the end of each work day. Failure of the Bidder to comply with this type of workmanlike job will result in the suspension of construction operations until the cleanup is effected.

If the Bidder shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by Acts of Providence, or by strikes, or by court injunction, or by stopping of the work by the Owner because of any emergency or public necessity, or by reason of alterations ordered by the Owner, the Bidder shall have no valid claim for damages on account of any cause or delay; but he shall in such case be entitled to such an extension of the above time limit herein, as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Bidder within a week after the date upon which such alleged cause or delay shall have occurred.

FAIR EMPLOYMENT PRACTICES

Section 4 of the Fair Employment Practices Act PA 1955, No. 251, provides:

Section 4. Every Contract to which the State or any of its political or civil subdivisions is a party shall contain a provision requiring the Bidder and his subcontractors not to discriminate against any employee or applicant for employment, to be employed in the performance of said contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

Section 4A of the Act provides:

Section 4A. Every contract which the State or any of its political or civil subdivisions is a party shall contain a provision requiring the Bidder and his subcontractors not to discriminate against any employee or applicant for employment to be employed in the performance of such contract with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his age or sex, except where based on a bona fide occupational qualification.

END OF SECTION

PROPOSAL
FOR
2023 CRACK SEALING PROGRAM
VILLAGE OF BEVERLY HILLS
OAKLAND COUNTY, MICHIGAN

Name of Bidder: _____

Address: _____

Date: _____ Telephone: _____ Fax: _____

The above, as bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that he has examined the plans, specifications, and all other information referenced in the Instructions to Bidders and is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The bidder acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the Village of Beverly Hills, its agents or employees, as to any conditions to be encountered in accomplishing the work and that his bid is based solely upon the bidder's own independent judgment.

The above, as bidder, hereby certifies that he has examined the plans, specifications, and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that he has reviewed the proposed construction methods and finds them acceptable for the conditions which he anticipates from the information provided for bidding.

The Bidder hereby declares that he/she has inspected the site of work and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make his own determination as to existing soil conditions and he shall also complete the work under whatever conditions he may create by his own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.

The above, as Bidder, declares that he has familiarized himself with the location of the proposed 2023 Crack Sealing Program and appurtenant construction in the Village of Beverly Hills, Oakland County, Michigan, and the conditions under which it must be constructed; also that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing said 2023 Crack Sealing Program, and appurtenant work, and agrees that he will contract with the Village of Beverly Hills to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the Village of Beverly Hills, in strict accordance with the Owner's General Conditions, and with the full intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and that he will accept in full payment therefore the sum of:

BASE BID

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Rout, Clean, & Seal Joints and Random Cracks	7,300 Lbs	@ \$ 3.75	= \$ 27,375.00
2. Maintaining Traffic (Major Roads)	1 Lsum	@ \$ 1,500.00	= \$ 1,500.00
3. Observation Crew Days	4 Day	@ \$ 700.00	= \$ 2,800.00

Total Amount of Bid **\$ 31,675.00**

The Owner, at his sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids.

Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

To stay within the available project budget, The Owner, at their sole discretion, reserves the right to increase or decrease the pay item quantities or to eliminate items of work in the project contract before award or during construction. No additional compensation or adjustment to unit prices or lump sum prices will be made to the Contractor due to reduction/addition or deletion of any pay item in this contract.

~~Each Proposal must be accompanied by a bid deposit in the form of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the Village of Beverly Hills in the amount of Five Percent (5%) of the amount of the Proposal. See Instructions to Bidders — Bid Deposit for more information.~~

TAXES

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

ADDENDA

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

TIME OF COMPLETION

If awarded the Contract for the 2023 Crack Sealing Program, we agree to have all work substantially completed by **May 15, 2023**.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be complete within one (1) week of substantial completion.

LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the Village of Beverly Hills. The Bidder guarantees that he/she can and will complete the work within the time limit stated hereinbefore or within the time as extended as provided elsewhere in the Specifications.

Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of One Thousand Dollars (\$1,000.00), for each and every calendar day by which the Bidder shall fail to complete the work, observe the project's scheduling constraints or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion dates. Specifically, liquidated damages will be assessed daily beginning **May 15, 2023** until such a time that substantial completion requirements are met and beginning **one (1) week** after substantial completion requirements have been met until such time that final completion requirements are met.

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BIDS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than 60 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of his/her bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the Village of Beverly Hills.

If the undersigned enters into the contract in accordance with his/her proposal, or if his/her proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: _____

Signature: _____ Title: _____

Address: _____

County: _____ State: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) _____

The undersigned hereby designates below his/her business address to which all notices, directions or other communications may be served or mailed:

Street _____

City _____

State _____ Zip Code _____

The undersigned hereby declares that he/she has legal status checked below:

- ☐ INDIVIDUAL
- ☐ INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- ☐ CO-PARTNERSHIP
The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan
- ☐ CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____
_____. The Corporation is
- ☐ LICENSED TO DO BUSINESS IN MICHIGAN
- ☐ NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of _____

NAME AND TITLE

HOME ADDRESS

Signed and Sealed this _____ day of _____, 20__.

By (Signature) _____

Printed Name of Signer _____

Title _____

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

As Principal, hereinafter called the Principal, and _____

A corporation duly organized under the laws of the State of _____

As surety, hereinafter called the SURETY, are held and firmly bound unto: _____

The Owner: _____

in the sum of _____ Dollar (\$ _____);

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the CONTRACT DOCUMENTS with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the OWNER the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by said bid, then his/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____

(Witness) (Principal) (Seal)

(Title)

(Witness) (Surety)

(Title)

END OF SECTION

CONTRACT

ARTICLES OF AGREEMENT, Made and entered into this _____
day of _____, 20__, by and between

Village of Beverly Hills (A Michigan Municipal Corporation),

18500 W 13 Mile Road, Beverly Hills, MI 48025

Party of the first part, hereinafter called the Owner, and _____

Scodeller Construction

51722 Grand River Ave

in the City of Wixom, County of Oakland

and State of Michigan, Party of the second part, hereinafter called the Contractor, to wit:

Item 1) That all proposals, specifications, plans, bonds, etc., hereto attached or herein referred to, shall be and are made a part of this agreement and contract.

Item 2) That the Contractor, under penalty of bond attached, shall furnish all labor, materials, and appliances necessary, and do all the work as set forth in the proposal.

2023 Crack Sealing Program

Village of Beverly Hills, Oakland County, Michigan

HRC Job No. 20230107

according to the specifications, plans, etc., which have been made a part of this contract in a manner, time, and place, all and singular, as herein set forth.

IN CONSIDERATION WHEREOF, said Party of the First Part, for it and its successors, promises and agrees to pay to said Party of the Second Part, the sum of:

_____ Dollars (\$_____)

as provided in the attached proposal, all in the time and manner indicated in the specifications.

For the faithful performance of all and singular of the stipulations, terms and conditions of this Agreement, said parties respectfully bind themselves, their successors, heirs, executors, administrators and assigns.

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IN WITNESS WHEREOF, Said Parties have signed this Contract, in duplicate, on the date first above written.

WITNESS:

Village of Beverly Hills
(A Michigan Municipal Corporation)
Party of the First Part

By: _____

WITNESS:

Scodeller Construction
(A Michigan Corporation)
Party of the Second Part

By: _____

VILLAGE OF BEVERLY HILLS
18500 W 13 MILE ROAD
VILLAGE OF BEVERLY HILLS, MI 48025

NOTICE TO PROCEED

Date: _____

Reference: **2023 Crack Sealing Program**

Contractor's Name:

The Contract Books, Bond and Insurance Forms for the above project have been reviewed by our office and are found to be in order. Local funds and receipts from the sale of bonds to finance the project have been received.

Accordingly, you are herewith authorized to proceed with the construction of the work as of this date, _____, 20__.

You are reminded that work shall start within ten (10) days of this date and completion of the entire project shall be within _____ calendar days.

A Pre-Construction Meeting has been scheduled for _____, 20__. This meeting will be attended by the Owner, Engineer, Utility Companies and other interested parties. At this meeting, you will be required to present the information relative to scheduling and personnel required in the Contract Documents.

Signed Contract Documents will be forwarded under separate cover.

Very truly yours,

Owner's Name

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

Scodeller Construction

51722 Grand River Ave.

Wixom, MI 48393

as Principal,

and _____

of _____ as Sureties,

are hereby held and firmly bound unto the "Owner"

Village of Beverly Hills

18500 West 13 Mile Road

Village of Beverly Hills, Oakland County, MI 48025

2023 Crack Sealing Program HRC Job #20230107

in the full and just sum of _____ Dollars

(\$ _____) for the payment of which well and truly to be made, we hereby jointly and severally

bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed and sealed this _____ day of _____ 20__.

The condition of the above obligation is such that if said _____

shall well and faithfully do and perform the things agreed by Village of Beverly Hills

to be done and performed by the annexed contract, according to the terms thereof, then this obligation shall be void; otherwise, the same shall remain in full force and effect.

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It is mutually understood and agreed that in cases where changes are required, either by order of the Engineer, or Owner, or by mutual agreement, such changes or changes shall not modify, discharge or release this bond.

(A Michigan Corporation) _____
_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)
Surety

Signed, Sealed and Delivered
in the Presence of:

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

Scodeller Construction

51722 Grand River Ave.

of Wixom, MI 48393 hereinafter called the Principal,

and _____

hereinafter called the Surety, are held and firmly bound unto Village of Beverly Hills

18500 West 13 Mile Road, Beverly Hills, MI 48025

in the sum of _____

_____ Dollars (\$_____)

to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of

_____, A.D., 20__.

WHEREAS, The above named Principal has entered into a contract with Village of Beverly Hills,
West 13 Mile Road, Beverly Hills, MI 48025

dated the _____ day of _____, A.D., 20__, wherein said Principal has covenanted and agreed as follows, to-wit:

To furnish all the labor and material _____

2023 Crack Sealing Program

Located in the Village of Beverly Hills, Oakland County, Michigan

HRC Job No. 20230107

AND WHEREAS, This bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963, and as may be amended by other Public Acts of Michigan.

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NOW, THEREFORE, The condition of this obligation is such that if payment shall be made by the Principal to any Subcontractor or by him or any Subcontractor as the same may become due and payable of all indebtedness which may arise from him to a Subcontractor or party performing labor or furnishing materials or supplies or any Subcontractor to any person, firm or corporation on account of any labor performed or materials or supplies furnished in the performance of said contract, then this obligation shall be void; otherwise, the same shall be in full force and effect.

AND PROVIDED, That any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the party of the first part to said contract, of any extension of time for the performance of said contract, or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any alteration, extension, or forbearance being hereby waived.

(A Michigan Corporation) _____

By: _____

Principal

Surety

Signed, Sealed and Delivered
in the Presence of:

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we

Scodeller Construction

51722 Grand River Ave.

Wixom, MI 48393

as Principal, and _____

are held and firmly bound unto Village of Beverly Hills (the "Owner")

in the sum of _____ Dollars (\$ _____)

good and lawful money of the United States of America, to be paid to the _____
its legal representatives and assigns, and we bind ourselves, our heirs, executors, administrators, successors and
assigns, and each and every one of them jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS _____ DAY OF _____ A.D., 20____.

WHEREAS, the above named principal has entered into a certain written contract with the _____
Village of Beverly Hills, W 13 Mile Road, Beverly Hills, MI 48025
dated this ____ day of _____ A.D., 20____, where in the said principal covenanted and agreed as follows, to wit:

for the: _____

2023 Crack Sealing Program

Located in the Village of Beverly Hills, Oakland County, Michigan

HRC Job No. 20230107

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under such contract,
the above named principal has agreed with the _____ that for a period of _____ (____)
year(s) from the date of approval of the Final Estimate, to keep in good order and repair any defect in all the
work done under said contract, either by the principal, his subcontractors, or his material suppliers, that may
develop during said period due to improper materials, defective equipment, workmanship or arrangements, and
any other work affected in making good such imperfections, all to be made good without expense to the Owner,
(excepting only such part or parts of said work as may have been disturbed without the consent or approval of
the principal after the final acceptance of the work), and whenever directed so to do by the Owner, by notice
served in writing, either personally or by mail, on the principal at _____

or _____, its legal representatives, or successors, or on
the surety at _____

to proceed at once to make such repairs as directed by the Owner and in case of failure to do so within one (1) week from the date of service of such notice, or within reasonable time not less than one (1) week, as shall be fixed in said notice, then the Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and be fully reimbursed for same from said principal or surety. If any repair is necessary to be made at once to protect life and property, the Owner may take immediate steps to repair or barricade such defects without notice to the contractor. In such case the Owner shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefor shall be charged to the principal or surety. In this connection the judgment of the Owner is final and conclusive.

If the principal for a period of one (1) year from the date of approval of a Final Estimate, shall keep the work so constructed under the contract in good order and repair, excepting only such parts of said work which have been disturbed without the consent or approval of the principal after the final acceptance of same, and whenever notice is given as hereinbefore specified, at once proceed to make the repair as the notice directs, or reimburse the Owner for any expenses incurred by it in making such repairs should the principal or surety fail to do so, then the above obligation shall be void; otherwise, it will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 20__.

Signed, Sealed and Delivered
in the Presence of:

"Principal"

Witness

(L.S.)

Witness

"Surety"

(L.S.)

Witness

(L.S.)

GENERAL CONDITIONS – ENGINEER LAYOUT
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GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

The original and three copies of the Contract shall be signed by the Owner and the Contractor, unless otherwise required.

The work under this Contract shall consist of the items listed in the proposal, including all incidentals necessary to fully complete the project in accordance with the contract Documents. The Contract documents shall consist of the Advertisement, Instructions to Bidders, Proposal, Specifications, General Conditions, General Supplementary Conditions, Contract, Bonds and Contract Drawings.

2. CONTRACT DRAWINGS AND SPECIFICATIONS

The work to be done is shown on the accompanying set of original drawings prepared by Hubbell, Roth & Clark, Inc., Consulting Engineers, Bloomfield Hills, Michigan, and are hereby made a part of this Contract, it being mutually understood and agreed that when taken together, the drawings and contract documents, including the specifications and the general conditions, are complementary, and what is called for by any one shall be binding as if called for by all. The intent of the Contract documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work.

These original drawings may be supplemented by other drawings furnished by the contractor and approved by the Engineer or supplied to the Contractor by the Engineer during the progress of the work as he may deem to be necessary or expedient. All such supplementary contract drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless the Contractor has first brought the matter, in writing, to the Engineer's attention for proper adjustment before starting on the work covered by such and has received from the Engineer an order in writing to so proceed.

These original and supplementary drawings constitute the drawings according to which the work is to be done. The Contractor shall keep at the site of the work an approved or conformed copy of all drawings and specifications and shall at all times give the Engineer or Owner access thereto.

In case any inconsistency, omission or conflict shall be discovered in either specifications or drawings, or if in any place, the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

3. ENGINEER'S STATUS

The Engineer shall furnish consultation and advice to the Owner during construction. He may advise the Owner to stop the work whenever such stoppage may be necessary to insure that the finished work will be in accordance with the plans and specifications. He may advise the Owner to reject all work and material which do not conform to the drawings and specifications. The engineer may stop work only under the written direction of the owner.

4. CONSTRUCTION OBSERVER STATUS

The Owner may appoint on the job construction observer(s) who shall be under the direction of the Engineer. The construction observer on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. The construction observer will call to the attention of the Contractor any failure to follow the drawings and specifications that he may observe. The construction observer shall advise the Engineer to reject materials suspend the work until any questions on the performance of the work can be referred to and decided by the Owner. The construction observer shall have no authority to determine the means and methods used to complete the work, direct the Contractor's work or workmen, to supervise the Contractor's operations, to stop work on the project or to change the Contract Drawings or Specifications.

In no instance shall any action or omission on the part of the construction observer release the Contractor of the responsibility of completing the work in accordance with the drawings, specifications and/or, municipal ordinances or established prior practices of the owner, in the municipality in which the project resides.

5. CONTRACTOR'S RESPONSIBILITY

The Contractor shall assume full responsibility for the work, specifically including jobsite safety, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the conditions under which the work is done are different, or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of the weather, floods, elements or other causes, and he shall assume the defense and save harmless the Owner, the Engineer and their individual officers and agents from all claims relating to labor provided and materials furnished for the work; to inventions, patents, and patent rights used in doing the work; to injuries to any persons or property received or sustained by or from the Contractor, his agents or employees in doing the work or arising out of the work performed or to be performed; and to any act, or neglect of the Contractor, his agents or employees.

The mention of any specific duty or liability of the contractor in this or in any part of the Contract documents shall not be construed as a limitation or restriction upon any general liability or duty imposed on the contractor by the Contract Documents.

6. PERMITS AND REGULATIONS

The Contractor shall secure, at no cost to the Owner, all permits and licenses necessary for the prosecution of the work. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders, and decrees. Provided that if the drawings and specifications are at variance therewith, the Contractor shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the Contract Documents.

7. SUBCONTRACTS

The Contractor shall not sublet, assign, or transfer this Contract or any portion thereof or any payments due him thereunder, without the written consent of the Owner.

Assignment or subletting the whole or any portion of this contract shall not operate to release the contractor or his bondsmen hereunder from any of the contract obligations.

The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors proposed for the work and shall not employ any that the Owner may object to as incompetent or unfit.

If the Contractor shall cause any part of the work under this Contract to be performed by a subcontractor, the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the Contractor, and the Contractor shall not be in any manner thereby relieved from his obligation and liabilities; and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Contractor.

8. INFORMATION BY THE CONTRACTOR

The Contractor shall submit to the Engineer full information as to the materials, equipment, and arrangements which the Contractor proposes to furnish. This information shall be complete to the extent that the Engineer may intelligently judge if the proposed materials, equipment, and arrangements will meet the contract requirements.

Prior to the approval of materials, equipment, and arrangements by the Engineer based on the information submitted by the Contractor, any work done by the Contractor shall be at his own risk.

The approval of information covering materials, equipment, and arrangements by the Engineer shall in no way release the Contractor from his responsibility for the proper design, installation, and performance of any material, equipment, or arrangement, or from his liability to replace same should it prove defective.

9. GENERAL REQUIREMENTS FOR MATERIALS & WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type than that specified by name are offered by the Contractor, they will be given full consideration by the Engineer and the Engineer's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kinds and quality of materials as the Engineer may require.

The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor or tools or appliances that shall not, in the judgment of the Engineer, be suitable or competent to produce this result may be ordered from the work by the Owner,

at the advice of the Engineer, and such labor or tools or appliances shall be substituted therefor by the Contractor as will meet with the approval of the Engineer/Owner.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

10. TESTING AND SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the Engineer for approval. Where tests are required they shall be made at the expense of the Contractor, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, unless otherwise stipulated, the required tests are to be made by the manufacturer and his certificate therefor submitted to the Engineer.

11. LINES AND GRADES

Principal reference lines or points and bench marks shall be given by the Engineer at such time as he may deem necessary; or if the Contractor shall be in need of such reference lines or bench marks, he shall notify the Engineer forty-eight (48) hours in advance, excluding Saturdays, Sundays and holidays. The Engineer will set suitable stakes and marks showing the locations and elevations of new underground utilities as part of the work and will furnish the Contractor with "cut sheets" referred to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith and shall provide all labor and material to set control and locate the work accurately with reference to the above points. All lines and grades for new above grade structures and appurtenances shall be established by the Contractor. Establishment of principal reference lines, transfer of line and grade into facilities, location of all piping and equipment shall be the responsibility of the Contractor.

12. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract. He shall, without delay, make good any such damage, injury or loss, and shall defend and save the Owner and Engineer harmless from all such damages or injuries occurring because of his work. He shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions, all at no additional cost to the Owner.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

The Contractor shall assume full responsibility of loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever, not directly due to the acts or neglect of the Owner, including fire, vandalism and malicious mischief, and shall turn the finished work over to the Owner in good condition and repair, at the time of the final estimate.

13. RESPONSIBILITY FOR ADJOINING STRUCTURES & TREES

The Contractor shall assume full responsibilities for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures and all water mains, sewers, telephone, gas mains, and other underground services and structures along the near the work which may be affected by his operations, and shall indemnify, defend and save harmless the Owner against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations.

No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without the written permission of the Owner, and the Contractor will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved and replaced in a manner acceptable to the Owner.

14. MAINTENANCE OF SERVICE

Drainage through existing sewers and drains shall be maintained at all times during construction and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of the work which interfere with the construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

All detours shown on the drawings or required because of the Contractors operations shall be built and maintained at the Contractor's expense.

Safety precautions shall be followed at all street openings, substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic and red flags by day and yellow lights by night shall be diligently posted by the Contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction signs shall be erected and maintained by the Contractor. Contractor shall be responsible for insuring that all barricades, flags, lights, etc. are in place and functional at the end of each day.

During the progress of the work, the Contractor shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the drawings, street intersections may be blocked but one-half at a time, and the contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Owner are necessary to reasonably accommodate the public.

In the event of the Contractor's failure to comply with these provisions, the Owner may with or without notice, cause the same to be done; and will deduct the cost of such work from any money due or to become due the Contractor under this Contract, but the performance of such work by the Owner or at his instance, shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

15. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the

Owner, or with street drainage, or with fire hydrants or with access thereto, and not to hinder, any more than may be necessary, the ordinary traffic of the street.

16. RELATION TO OTHER CONTRACTORS

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed on adjoining or related work and he shall promptly make good any injury or damage which may be done to such work by him or his employees or his agent. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the Owner shall decide which contractor shall cease work for the time being and which shall continue or whether the work in both contracts shall continue at the same time and in what manner.

17. CONTRACTOR'S SUPERVISION AND ORIGINATION

The work under this Contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient superintendence to the work, using his best skill and attention. The Contractor shall at all times keep on the site of the work, during its progress, a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the Contractor in the latter's absence, and all directions given to him shall be as binding as if given to the Contractor. On written request in each case, all such directions will be confirmed in writing to the Contractor.

The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the Owner shall notify the Contractor, in writing, that any man on the work is, in the opinion of the Owner, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from work and shall not again be employed on it except with the written consent of the Owner.

The Contractor shall establish and maintain an office on the site of the work or at some convenient point adjacent thereto, during the continuance of this Contract and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the Engineer; and such order, when given out and received by said representative shall be deemed to have been given to and received by the Contractor. Copies of the drawings and specifications shall at all times be kept on file by the Contractor at readily accessible points near the work.

18. FACILITIES FOR INSPECTION

The Owner, the Engineer, and their employees shall at all times have the right to enter upon the premises upon which work is being done, or upon which material is stored for the work under this Contract, and to inspect the work under this Contract, and to inspect the work and materials, and to ascertain whether or not the construction is carried out in accordance with this Contract, and the Contractor shall furnish all reasonable facilities, and give ample time for such inspection. All materials shall be subject to mill and shop inspection, as provided in the specifications.

The Contractor shall promptly remove from the premises all materials rejected by the Engineer as failing to meet contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contractor and without expense

to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such rejected work and materials promptly, after written notice, the Owner may remove them and store the material at the expense of the Contractor.

The Engineer has the right to have removed by the Contractor such portion of the work as he may deem necessary for the discovery of improper work or material, and the Contractor must restore such work at his own expense if improperly done and at the expense of the party of the first part if found to be in proper condition. Any work which, during its progress and before its final acceptance, may become damaged from any cause, shall be removed and replaced by good, satisfactory work at the Contractor's expense.

19. SHOP DRAWINGS

Where called for in the specifications, the Contractor shall submit to the Engineer for review copies of details, specifications, cuts, and drawings of such equipment and structural work as may be required. The Contractor shall make any changes or alterations required by the Engineer and re-submit same without delay. The review of the Engineer shall not relieve the Contractor of responsibility for errors in the drawings, as the Engineer's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the Engineer has reviewed the shop drawings.

20. ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

The Contractor shall examine and check all drawings and specifications furnished by the Owner for dimensions, quantities, and coordination with other parts of the work on this or related contracts and shall notify, in writing, the Engineer of any and all errors, omissions, or discrepancies he may discover by examining and checking of same. The Contractor shall not be allowed to take advantage of any such error, omission, or discrepancy, as full instructions will be furnished by the Engineer, and the Contractor shall carry out such instructions as if originally specified. In no case shall the Contractor proceed with the work in uncertainty, and any work done by the Contractor after the discovery of any error, omission, or discrepancy, until authorized, will be at the Contractor's risk and responsibility. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any minor omissions in the specifications or drawings.

21. CHANGES IN THE WORK

The Owner shall have the right to require, by written order, changes in, additions to, or deductions from the work required by the contractor documents; provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the contract price, if any, because of any change, addition, or deduction in the work shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjustment of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of a written order from the Owner specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the Engineer before the commencement of work. Where the written notice of such claims shall be made to the Engineer before the commencement of work. Where the written order diminished the

quantity of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be deleted.

Under circumstances which, in the judgment of the Engineer, so necessitate, the Engineer shall have authority to require, by written order, changes in, additions to, or deductions from the work. Such written order by the Engineer shall be subject to later confirmation by the Owner when the extent and cost have been established.

It is understood and agreed that in case any change in, addition to, or deduction from the work is required, said change shall in no way invalidate the Contract and shall not affect or discharge the bonds furnished by the Contractor.

The Contractor, without extra charge, shall make such slight alternations as may be necessary to make adjustable parts fit to fixed parts, leaving all complete and in proper shape when done.

22. BASIS FOR DETERMINING COST OF CHANGES IN THE WORK

Adjustments, if any, in the contract price by reason of change in the work shall be limited to the amount specified in the written order authorizing the change in the work. Adjustments shall be determined by one or more of the following methods, the Owner reserving the right to select the method or methods at the time the written order is issued:

- A. An acceptable lump sum proposal: To facilitate checking and acceptance, the proposal shall be itemized with quantities and prices given for the various items.
- B. Unit Prices: The unit prices may be the "Unit Price" set in the Agreement, or fixed by subsequent agreement between the Owner and the Contractor.
- C. On a cost-plus-limited basis not to exceed a specified maximum limit of cost:
- D. "COST" as herein used shall be the actual and necessary cost incurred by the Contractor by reasons of the change in the work for:
 - 1. Labor
 - 2. Materials
 - 3. Equipment Rental
 - 4. Insurance Premium
 - 5. Labor costs shall be the amount shown on the Contractor's payroll with payroll taxes added when such taxes can be shown to have been incurred. In no case shall be rates charged for labor exceed the rates paid by the Contractor for the same class of labor employed by him to perform work under the regular items of the Contract.
 - 6. Material costs shall be the net price paid for material delivered to the site of the work. If any material previously required is omitted by the written order of the Owner after it has been delivered to or partially worked on by the Contractor and consequently will not retain its full value for other uses, the Contractor shall be allowed the actual cost of the omitted material less a fair market value of the material as determined by the Owner.

7. Equipment Rental shall be the actual additional costs incurred for necessary equipment. Costs shall not be allowed in excess of usual rental charged in the area for similar equipment of like size and condition, including the cost of necessary supplies and repairs for operating the equipment. No costs, however, shall be allowed for the use of equipment on the site in connection with other work unless its use incurs actual and additional costs to the Contractor. If equipment not on the site is required for the change in the work only, the cost of transporting such equipment to and from the site shall be allowed.
8. Insurance Premium shall be limited to those based on labor payroll and to the types of insurance required by the Contract. The amount allowed shall be limited to the net costs incurred as determined from the labor payroll covering the work. The Contractor shall, upon request of the Owner, submit verification of the applicable insurance rates and premium computations.

"PLUS" as herein is defined as a percentage to be added to the items of "Cost" to cover superintendence, use of ordinary tools, bonds, overhead expense and profit. The percentage shall not exceed 15 percent on work done entirely by the Contractor and shall not exceed an aggregate total of 20 percent on work done by a subcontractor.

"SPECIFIED MAXIMUM LIMIT OF COST" is the amount stated in the written order of the Owner authorizing the change in the work. The amount to be allowed the Contractor shall be the "cost" and "plus" the percentage or the specified maximum, whichever is the lesser amount.

The Contractor shall keep complete, accurate, daily record of the net actual cost of changes in the work, and shall present such information in such form and at such times as the Owner may request.

23. PATENTS

The Contractor shall pay all royalties and license fees and shall hold and save the Owner and his agent harmless from all liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents. In this respect, the Contractor shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit, or action at law or in equity of any kind, whatsoever, is brought against the Owner, involving any such patents or license rights, then the Owner shall have the right to, and may, retain from any money due or to become due to the Contractor, such sufficient sum as is considered necessary to protect said Owner, against loss, and such sum maybe retained by the Owner until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the Owner.

24. "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design

and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to the Owner's approval of materials and equipment before they are incorporated in the work.

25. CLEANING UP

The Contractor shall remove at his own expense from the Owner's property and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

26. USE OF COMPLETE PORTIONS OF THE WORK

The Owner may, at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portion may not have expired. In such event, the Contractor will be relieved of further work on or maintenance of said portion, except as covered by his guarantee of same.

27. PAYMENT WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the contractor to make payments properly to subcontractors or for material or labor.
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- E. Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

28. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the contractor or of anyone employed by him, or if the Owner should fail to pay to the Contractor within sixty days of its maturity and presentation any sum certified by the Engineer, provided no appeal is taken, the contractor may, upon seven days written notice to the Owner and the Engineer, stop work or terminate this Contract,, and shall receive from the Owner payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the Engineer, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Contract.

29. FAIR EMPLOYMENT PRACTICES ACT

The Contractor agrees that neither he nor his subcontractor will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

30. AUTHORITY

No agent of the Owner shall have power to revoke, alter, enlarge, or relax the stipulation or requirements of these specifications, except insofar as such authority may be specifically conferred by the specifications themselves, without the formal authorization to do so, conferred by the Contract of which the specifications are a part, or by ordinance, resolution, or other usual official action by the Owner.

31. STARTING WORK

Material shall be ordered and work shall begin on the ground within thirty (30) days after the Contract is signed, unless otherwise stated.

32. SANITARY REGULATIONS

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the Contractor, and their use shall be strictly enforced.

33. SUNDAY AND NIGHT WORK

The Contractor is required to prosecute work done under this Contract during the hours of daylight, and work will be permitted at night or on Sundays if it is in the best interest of the owner to accommodate traffic, service disruptions, and to keep the project on schedule. Contractor is required to get owner approval at least 48 hours prior to requesting night work. Also this provision is superseded if work is required to save property or life or as specifically authorized or directed by the Owner. Tunnel work may be prosecuted at night except on Sundays.

34. PROGRESS OF WORK

The work shall be prosecuted regularly and uninterruptedly, unless the Owner shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time herein stated.

If, in the opinion of the Owner, it is necessary or advisable that certain portions of the work be done immediately, the Contractor, upon written order, shall proceed with such work without delay. Should he fail to so proceed, the Owner may do or cause to be done, such work, and the cost of the same will be deducted from any money due or to become due the Contractor under this Contract.

35. TIME OF COMPLETION

The time allowed for completion of the work contemplated in this Contract shall be as stated in the proposal or specifications.

36. EXTENSION OF TIME

All days in which work is suspended by order of the Owner, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

37. TIME IS ESSENCE OF CONTRACT

It is distinctly understood and agreed to by the parties hereto that the time specified for the completion of the work is the essence of this Contract, and the Contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

38. ESTIMATED QUANTITIES

The quantities of the various classes of work to be done and materials to be furnished under this Contract which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract; and neither the Owner nor his agents is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the Contractor shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered and the estimated quantities as herein stated.

39. FORFEITURE OF CONTRACT

If the work to be done under the Contract shall be abandoned by the Contractor, or if any time in the judgment of the Owner, the contractor shall fail to prosecute the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the Owner shall have the right to take possession of the work, including Contractor's plant, supplies, and materials, at any time after having notified the Contractor in writing to discontinue the work under this Contract for said cause or causes, and such action shall not affect the right of the Owner to recover damages resulting from such failure. Upon receiving such notice, the Contractor shall and will, upon demand, immediately give the Owner to recover damages resulting from such failure. Upon receiving such notice, the Contractor shall and will, upon demand, immediately give the Owner safe and peaceable possession of the work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The Owner may then proceed to complete the work herein specified, by contract or otherwise; and the entire cost of the same shall be charged to the Contractor and deducted from any sum or sums due or to become due under the contract; the excess cost, if any, to be paid by the Contractor or his sureties, to said Owner.

40. NO WAIVER OF CONTRACT

Neither the acceptance of the whole or any part of the work by the Owner or his Engineer, or any of its agents, nor any order, measurements, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for the whole or any part of the work by the Owner, nor any extension of time, nor any possession taken by the Owner or its agents, shall operate as a waiver for any portion of the Contract or any power therein provided; nor shall any waiver of any breach of the Contract by held to be a waiver of any other or subsequent breach.

41. PAYMENT NOT TO BE STOPPED

The Owner shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the Engineer, or other officer, agent or appointee, under the provisions of this agreement, at any time (either before or after the final completion and acceptance of the work and payment made therefor pursuant to any such return or certificates showing the true and correct amount of money due therefor, notwithstanding any such return or certificate, or any payment made in

accordance therewith) from demanding and receiving from the Contractor or his sureties, separately or collectively, such sums as may have been improperly paid said Contractor by reason of any such return or certificate which has been untruly or incorrectly compiled.

42. GUARANTEE

The Contractor, as a condition precedent to final payment, shall execute a guarantee to the Owner warranting for a period of one year from the date of final payment to keep in good order and repair any defect in all the work done under the contract, either by the Contractor or his subcontractors, or the material suppliers, that may develop during said period due to improper materials, defective equipment,, workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the Owner, and the Contractor shall execute, in favor of the Owner, the attached Maintenance and Guarantee Bond.

When the specifications call for a guarantee period greater than one year, the Contractor shall provided such longer guarantee period.

43. ESTIMATES AND PAYMENTS

The Owner shall pay and the Contractor receive the prices bid in the proposal, or agreed upon, less any deduction for any uncompleted portion, based upon measurements made by the Engineer or as otherwise herein stipulated, and such measurements shall be final and conclusive.

As aid to the Owner in preparing estimates for progress payments, the Contractor may be required to submit to the Owner for approval a breakdown of some or all contract unit prices into their essential component parts. The sum of the component parts shall not exceed the total contract price per unit and the breakdown shall not overrule the contract price per unit.

The Contractor shall submit to the Owner a written request for each payment and a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the Owner other than, as indicated on the Contractor's Declaration. When requested by the Owner, the Contractor shall submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments based on progress estimates will be made on a monthly basis for work completed during the preceding month or since the date of the last preceding progress payment. Payments will be in accordance with the provision of Act 524 of the Michigan Public Acts of 1980 and in accordance with the terms of this Contract. No allowance will be made for materials furnished which are not incorporated in the finished work, unless otherwise stated.

Partial Payment for materials and/or equipment stored on the jobsite may be allowed on the basis of 90% of the invoice cost of the material providing materials are properly stored. Partial Payment will be allowed on the basis of 90% of the invoice cost less the cost of delivery for materials and/or equipment stored off the jobsite providing the following conditions are met:

Materials can be inspected by the OWNER and are clearly identifiable for the project.
Items are properly stored in the opinion of the OWNER.
Evidence of clear title transfer to the OWNER upon such partial payment can be provided.

Insurance coverage against loss or damage is provided including certificates guaranteeing same.

Pursuant to Act 524, Michigan Public Acts of 1980, the Owner shall designate a person representing it to whom written requests for payments shall be submitted. The Contractor shall designate a person who shall submit written requests for payment to the Owner.

In the event a dispute arises over an avoidable or unacceptable delay in the performance of the work as described in Section 4(3) of Act 524 of Michigan Public Acts of 1980 [MCLA125.1564(3)], the dispute may, at the option of the Owner, be submitted for resolution in accordance with the provisions of Section 4 of Act 524 of the Michigan Public Acts of 1980 to an agent designated pursuant to Section 4(2) of the Act. The dispute resolution process described above shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds.

The Owner may withhold the payment of any estimate or portion of estimate until the Contractor shall have furnished satisfactory evidence that he has paid all claims of every nature.

No payment shall be considered as acceptance of the work or any portion thereof prior to the final completion of the work, and the payment of the final estimate.

Within thirty (30) days after the completion of the work under this Contract to the satisfaction of the Owner and the Engineer, in accordance with all and singular terms and stipulations herein contained, the Owner shall make final payment, from a final estimate made by the Engineer. Before final payment is made, the Contractor shall, as directed by the Owner,, furnish a Contractor's Affidavit that he has paid or satisfactorily secured all claims of every nature. Also, the Contractor shall furnish a release from the surety or sureties and permit agencies as applicable, approving payment of final estimate by the Owner. The final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the Owner and his agents, from all claim and liability to the Contractor for anything done or furnished for, relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____
to _____ A.D., 20____, 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 _____

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

A.D., 20____, for _____

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: _____

Company: _____

By: _____

Position: _____

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CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS
County of)

The undersigned _____
hereby represents that on _____ he (it) was awarded a contract by _____
hereinafter called the Owner, to _____
_____, in accordance with the terms and conditions of Contract No. ____; and the undersigned
further represent that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said
contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor
and material used in accomplishing the said contract, have been fully paid or satisfactorily settled. The
undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for
the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby
waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter
acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this ____ day of _____, 20 ____.

Company: _____

By: _____

Title: _____

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan, on this ____ day
of _____, 20 ____.

Notary Public

My Commission Expires _____

SECTION 00800

GENERAL SUPPLEMENTARY CONDITIONS

PART 1 INSURANCE

1.1 Insurance Required of the Contractor

- A. Prior to commencement of the work, the Contractor shall purchase and maintain during the term of the project such insurance as will protect him, the Owner, and the Engineer from claims arising out of the work described in this contract and performed by the Contractor, Subcontractor(s) or Sub-Subcontractor(s) consisting of the below listed policies.

1.2 Worker's Compensation Insurance

- A. Worker's Compensation insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this contract; disability benefit laws, if any; or Federal compensation acts such as U. S. Longshoremen or harbor Workers', maritime Employment, or Railroad Compensation Act(s), if applicable.
- B. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

1.3 Comprehensive General Liability

- A. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:
1. All premises and operations
 2. Explosion, collapse and underground damage
 3. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
 4. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found hereinafter.
 5. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
 6. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.
- B. Additional Insured Requirements:
1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation applies.
 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees
 - b. The "Engineer"
Hubbell, Roth & Clark, Inc.

- Bloomfield Hills, Michigan
- Their owners, directors, officers, consultants, agents, and employees
- c. The Road Commission for Oakland County their officials, directors, officers, consultants, agents and employees.
- d. Oakland County Water Resources Commissioner their officials, directors, officers, consultants, agents and employees.

1.4 Comprehensive Automobile Liability

- A. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles and including Michigan “No Fault” coverage.
- B. In light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
- C. Additional Insured Requirements:
 - 1. Coverage shall be Primary and Non-contributory
 - 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees
 - b. The “Engineer”
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees
 - c. The Road Commission for Oakland County their officials, directors, officers, consultants, agents and employees.
 - d. Oakland County Water Resources Commissioner their officials, directors, officers, consultants, agents and employees.

1.5 Owner's & Contractors Protective Liability Policy

- A. The Contractor shall purchase for the Owner, a separate Owner's Protective Liability policy to protect the Owner, the Engineer, their consultants, agents, employees and such public corporations in whose jurisdiction the work is located, for their contingent liability for work performed by the Contractor, the Subcontractor(s) or the Sub-Subcontractor(s) under this contract.
- B. Purchase the Owner's Protective Liability policy in the Owner's name.
- C. Additional Insured Requirements:
 - 1. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The “Engineer”
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan

- b. Their owners, directors, officers, consultants, agents, and employees
The Road Commission for Oakland County their officials, directors, officers, consultants, agents and employees.
- c. Oakland County Water Resources Commissioner their officials, directors, officers, consultants, agents and employees.

1.6 Umbrella or Excess Liability

- A. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested.
- B. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to his automobile liability insurance.
- C. Additional Insured Requirements:
 - 1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation applies.
 - 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees
 - b. The "Engineer"
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees
 - c. The Road Commission for Oakland County their officials, directors, officers, consultants, agents and employees.
 - d. Oakland County Water Resources Commissioner their officials, directors, officers, consultants, agents and employees.

1.7 Limits of Liability

- A. The required limits of liability for insurance coverage shall be **not less than** the following:
 - 1. Workers' Compensation
 - Coverage A - Compensation..... Statutory
 - Coverage B - Employer's Liability \$500,000
 - 2. Comprehensive General Liability
 - Bodily Injury and Property Damage..... \$1,000,000 Each Occurrence
 - Combined Single Limit \$2,000,000 Per Job Aggregate
 - \$1,000,000 Completed Operations Aggregate
 - 3. Comprehensive Automobile Liability
 - Bodily Injury and Property Damage..... \$1,000,000 Each Accident
 - Combined Single Limit
 - 4. Owner's and Contractor's Protective
 - Bodily Injury and Property Damage..... \$1,000,000 Per Occurrence
 - Combined Single Limit \$1,000,000 Aggregate
 - 5. Builder's Risk & Installation Floater Cost to replace at time of loss
 - 6. Umbrella or Excess Liability \$2,000,000 Per Occurrence
 - \$2,000,000 Aggregate

7. Insurance - Other Requirements

- a. Notice of Cancellation or Intent Not to Renew: Policies will be endorsed to provide that at least 30 days written notice shall be given to the Owner and to the Engineer, of cancellation of, material change, or intent not to renew (see sample endorsements which follow this Section).

1.8 Evidence of Coverage

- A. Prior to commencement of the work, the Contractor shall furnish to the Owner, Certificates of Insurance in force on the Owner's Form of Certificate provided.
- B. Other forms of Certificate are acceptable only if (1) they include all of the items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined herein, (2) the Engineer's Project Identification Number, and (3) they have written approval of the Owner and the Engineer.
- C. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by certificates.
- D. Such policy copies shall be "Originally Signed Copies," and so designated.
 1. Insurance Required for the Contractor
 - a. Workers' Compensation and Employers' Liability
 - b. Comprehensive General Liability-including:
 - 1) All premises and operations.
 - 2) Explosion, collapse and underground damage.
 - 3) Owner's and Contractor's Protective.
 - 4) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Contract.
 - 5) Personal Injury Liability.
 - 6) Products and Completed Operations
 - c. Comprehensive Automobile Liability - including owned, non-owned and hired vehicles and Michigan "No Fault" coverage.
 - d. Umbrella or Excess Liability.
 - e. Builders Risk Installation Floater
 2. Insurance Required for the Owner
 - a. Owners' and Contractor's Protective Liability Policy which names as additionally insured the Engineer, their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.
 - b. Refer to sample endorsements which follow this Section.

1.9 Qualification of Insurers

- A. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating no lower than XI and a policyholder's service rating no lower than A as listed in A. M. Best's Key Rating Guide, current edition.
- B. Companies with ratings lower than A;XI will be acceptable only upon written consent of the Owner.

1.10 Contract Security

- A. If the Owner is a public entity, the Contractor shall furnish a surety bond (form attached) in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this contract. The Contractor shall furnish, also, a separate surety bond (form attached) in an amount at least equal to 100 percent of the contract price as security for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with this contract. The surety on each such bond shall be a duly authorized surety company satisfactory to the Owner.
- B. Regardless of whether the Owner is or is not a public entity, the Contractor shall furnish a Maintenance and Guarantee Bond (form attached) covering all work under this contract. The guarantee is to cover a period of one year subsequent to the date of the final estimate, unless otherwise specified.
- C. Surety Companies providing and executing Surety and Guarantee Bonds shall appear on the United States Treasury Departments most current list, Circular 570, as holding certificates of authority as acceptable sureties on federal bonds. The penal sum of such bonds shall not exceed the a company's limitation as stated therein. A surety company shall be licensed in the State in which it provides a bond and in the State where the contract work is to be performed.

1.11 Indemnification

- A. The contractor agrees to indemnify, defend, and save harmless the Owner and the Engineer, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Owner and the Engineer, their consultants, agents, and employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the contractor, his subcontractors, the Owner, the Engineer, and their consultants, agents, and employees, **except** only such injury or damage as shall have been occasioned by the sole negligence of the Owner, the Engineer, or their agents, employees or consultants.
- B. The Contractor also agrees to indemnify, defend and save harmless the Owner and the Engineer, their owners, directors, Board members, officers, directors, officials, and council members, consultants, agents and employees, from and against any and all loss or expense (including costs and attorney's fees) for any and all claims or allegations of supervision, inspection or observation activities or services which may arise out of, or in consequence of, the performance of this work.

PART 2 PART 2 – NOT USED

PART 3 PART 3 – NOT USED

END OF SECTION



MEMORANDUM

Date: April 10, 2023

To: Honorable President George and Village Council

From: Jeff Campbell, Village Manager

Subject: Review and Consider Amending the Tax Collection Agreement with Southfield Township

Currently, there are 4,396 parcels in the Village of Beverly Hills that receive tax bills. Southfield Township sends out the tax bills, collects the taxes and answers tax questions on behalf of the Village of Beverly Hills. Southfield Township and the Village of Beverly Hills executed a Tax Collection Agreement in February 2012. Under the Agreement, the Township has requested Village approval of the addition and collection of property tax administration fees in the amount of \$2.00 per parcel. Thus, Southfield Township would like to charge the Village of Beverly Hills a total of \$8,792.00 to collect taxes on the Village's behalf in the summer of 2023. Village taxes are only collected in the summer. This amount includes mailing costs, printing costs and Township staff time for the service and answering questions from residents about Village taxes.

The Administration believes that the price of \$2.00 a parcel is a fair price for the services provided for under the Agreement. For the purposes of maintaining consistency and ensuring that residents only must go to one location to pay their tax bill, the Administration recommends amending the Agreement with Southfield Township and paying the Township \$2.00 per parcel for the services provided in the Tax Collection Agreement.

Suggested Resolution

Be it resolved that the Village Council authorizes the amendment of the Tax Collection Agreement between the Village of Beverly Hills and Southfield Township to approve fees of \$2.00 per parcel, effective for taxes becoming due in the summer of 2023, an amount not to exceed \$8,792.00.

MEMORANDUM

To: Honorable President George; Village Council

CC: Jeffrey Campbell, Village Manager; Tom Ryan, Village Attorney; Peggy Linkswiler,
Treasurer

From: Sheila McCarthy, Finance Director

Date: April 14, 2023

Re: FY 2023 Budget Amendments

Attached are proposed FY 2023 Village of Beverly Hills Budget Amendments.

In the General Fund there are various revenue and expenditure amendments including an amendment for storm damage of \$60,000. The effect of the amendments is a net of revenue and expenditure decrease of \$61,302.

In the Major Road Fund and Local Road fund there is an amendment to in effect move the Roundabout budget from Local Roads to Major Roads. Beverly Road has been identified as a major road per MDOT. Other amendments in Local Roads are a \$40,000 decrease in engineering and an increase of \$20,068 in storm damage. The effect of the amendments is a net of revenue and expenditure decrease of \$243,699 in Major Roads and a net of revenue and expenditure increase of \$269,932 in Local Roads.

In the Park Improvement fund there is an amendment to adjust the Beverly Park playground equipment budget to the down payment to be paid in FY23. The balance of the playground equipment will be in FY24. There are other amendments to reflect projected expenditures for park land and building improvements. The effect of the amendments is a net of revenue and expenditure increase of \$139,189.

In the ARPA fund there are amendments adjusting to the projected level of FY23 expenditures for the ARPA projects and amendments recording the \$100,000 infrastructure grant. The effect of the amendments is a net of revenue and expenditure increase of \$300,384.

These proposed FY2023 Budget Amendments have been reviewed by Village Administration and are recommended for approval.

Recommended Resolution

Be it resolved that the Village of Beverly Hills Council authorizes Village Administration to transfer or adjust monies reserved in the General, Major Roads, Local Roads, Park Improvement Fund and ARPA Fund as reflected in the April 14, 2023, memorandum from Finance Director, Sheila McCarthy.

Village of Beverly Hills					
Proposed Budget Amendments to Council 4.18.23					
FY 2023					
a/c	Fund	Account Description	Original Budget	Amendment	Amended Budget
		General Fund Revenue Amendments			
101-000-674.01	General	HALLOWEEN HOOT REVENUE	5,000	1,669	6,669
101-000-688.33	General	OAKLAND COUNTY - MOSQUITO PROGRAM	-	1,369	1,369
		Net Revenue Amendment Increase (Decrease)		3,038	
		General Fund Expenditure Amendments			
101-248-827.00	General	BANK FEES	0	22,000	22,000
101-248-937.00	General	BANK FEES	20,000	(20,000)	-
101-248-935.00	General	PROPERTY LIABILITY INSURANCE	40,000	10,340	50,340
101-265-820.00	General	JANITORIAL SERVICE	0	11,500	11,500
101-371-702.00	General	WAGES - FULL TIME EMPLOYEES	95,398	(5,000)	90,398
101-371-718.00	General	HEALTH INSURANCE - ACTIVE	7,659	(5,000)	2,659
101-371-718.03	General	DENTAL INSURANCE	2,192	(1,000)	1,192
101-441-728.00	General	DC HEALTH SAVINGS	100	2,000	2,100
101-441-820.00	General	JANITORIAL SERVICE	10,500	(10,500)	-
101-528-919.07	General	STORM DAMAGE - PICKUP AND DISPOSAL	15,000	60,000	75,000
		Net Expenditure Amendment Increase (Decrease)		64,340	
		Net of Revenues & Expenditures		(61,302)	
		Major Road Fund Revenue Amendments			
202-000-546.00	Major				
		Net Revenue Amendment Increase (Decrease)		0	
		Major Road Fund Expenditure Amendments			
202-449-989.25	Major	ROUNABOUT GREENFIELD/BEVERLY	-	243,699	243,699
		Net Expenditure Amendment Increase (Decrease)		243,699	
		Net of Revenues & Expenditures		(243,699)	
		Local Road Fund Revenue Amendments			
203-000-546.00	Local				
		Net Revenue Amendment Increase (Decrease)		0	
		Local Road Fund Expenditure Amendments			
203-449-946.00	Local	ENGINEERING - OTHER	40,000	(40,000)	-
203-449-989.25	Local	ROUNABOUT GREENFIELD/BEVERLY	250,000	(250,000)	-
203-463-919.07	Local	STORM DAMAGE - PICKUP AND DISPOSAL	9,932	20,068	30,000
		Net Expenditure Amendment Increase (Decrease)		(269,932)	
		Net of Revenues & Expenditures		269,932	
		Park Improvement Fund Revenue Amendments			
208-000-665.00	Park Improv				
		Net Revenue Amendment Increase (Decrease)		0	
		Park Improv Fund Expenditure Amendments			
208-900-974.01	Park Improv	LAND IMPROVEMENTS - BEVERLY PARK	50,000	(40,000)	10,000
208-900-974.02	Park Improv	LAND IMPROVEMENTS - BEVERLY GREEN	50,000	(50,000)	-
208-900-975.01	Park Improv	BUILDINGS, BUILDING IMPROVEMENTS - BEVERLY PARK		10,000	10,000
208-900-985.91	Park Improv	EQUIPMENT - BEVERLY PARK - Playground Equipment	150,000	(59,189)	90,812
		Net Expenditure Amendment Increase (Decrease)	250,000	(139,189)	110,812
		Net of Revenues & Expenditures		139,189	
		ARPA Fund Revenue Amendments			
287-000-512.00	ARPA	ARPA FUNDS - CONTRIBUTED CAPITAL	543,966	59,034	603,000
287-000-528.02	ARPA	FEDERAL GRANT: OAKLAND COUNTY INFRASTRUCTURE GRANT - EXPENDITURE OFFSET	0	100,000	100,000
		Net Revenue Amendment Increase (Decrease)		159,034	
		ARPA Fund Expenditure Amendments			
287-538-972.01	ARPA	WATER - MARGUERITE/HUMMEL	490,350	(105,350)	385,000
287-538-972.03	ARPA	WATER - SERVICE LINE VERIFICATION - net outlay after Grant	354,000	(136,000)	218,000
287-538-972.03	ARPA	WATER - SERVICE LINE VERIFICATION - Oakland County Grant of \$100k applied, \$254k Total - OFFSET BY \$100K GRANT IN REVENUE	0	100,000	100,000
		Net Expenditure Amendment Increase (Decrease)	844,350	(141,350)	
		Net of Revenues & Expenditures		300,384	



To: Honorable President George; Village Council Members

From: Jeff Campbell, Village Manager

Subject: Manager's Report

Date: April 14, 2023

Update on Water Project and Road Projects

The replacement of the water main along Marguerite and Hummel is completed except for some restoration work.

Some tree clearance and utility work began at the Greenfield Roundabout Project. A flyer from the Road Commission is attached hereto. It indicates when road closures are scheduled to begin and the proposed detours.

Planning, Building and Economic Development Quarterly Report

During the strategy session in January, Council asked for reports from various departments in a more regular basis. Attached is the Planning, Building and Economic Development Quarterly Report. It includes the work in the last 3 months. You will receive a Public Services update in May.

Budget Study Session

The budget study session is scheduled for Monday, April 24, 2023 at 6:00 p.m. in Council Chambers.

Park Clean Up

Small reminder that the annual Park Clean Up is scheduled for Saturday, May 6th. The event begins at 9 a.m. at Beverly Park.



To: Jeff Campbell, Village Manager

From: Mark Stec, Planning & Zoning Administrator

Date: 4/11/23

RE: Planning, Building, and Economic Development Report

Planning, Economic Development, Building Department Update

Planning

- Redevelopment Ready Communities (RRC)
 - Best Practices Training complete
 - Request for formal engagement submitted to RRC Community Planner
- Short Term Rental (STR) ordinance
 - Planning Commissioner Hitz appointed to sub-committee
 - April 10th: First sub-committee meeting to review draft ordinances
- PC and staff working on amendment(s) to non-conforming sign ordinance
- PC and staff working on revisions to 200' rule for fences above 4' high
- Completed review of progress on Master Plan Action Items for
- Village website
 - Planning Commission
 - 2022 Annual Report added
 - PC Bylaws added
 - Building and Planning
 - Color zoning map added
 - Planning & Zoning Fee Schedule added as a separate document

Building Department

- Installation of online permitting software through BS&A begins late April
- Internal processes being reviewed for efficiency and clarity

Economic Development Report

Assignment	Overview	Status
Business Welcome Packet	A packet containing important documentations for new businesses.	Proofreading/editing stage
Development Guide	A handbook for business owners, developers and/or contractors that will assist them in navigating the various building, planning, and zoning processes.	in progress
Implementing of the Village Center	Search for grants, programs state or federal incentives that will help put into action the Village Center plan as it is envisioned/ presented in the Village Master Plan.	in progress

Educational/Training Opportunities:

- Entrepreneurship-Led Economic Development: Keys to Building a Vibrant Entrepreneurial Environment in Your Community
- Planning Training Series: Local Government Law- A Practical Guide for Public Officials
- AARP Community Challenge/ Age Friendly Communities
- SEMCOG 2050 Regional Forecast Open House

A business/property profile form was created to give the Economic Development department a better understanding of the business owners' needs as well as their expectations from the Village of Beverly Hills. The following businesses/property owners were contacted (either in person or via mail correspondence):

- | | |
|----------------------------------|---|
| ○ BP Gas Station | ○ 31535 Southfield Road LLC
(property owner of Bed, Bath and Beyond) |
| ○ Market Fresh | ○ B's Beverly House |
| ○ Village Pharmacy + Compounding | ○ Tubby's |
| ○ Premier Pet Supply | ○ Sue's Hallmark |
| ○ Michigan Beer Growler | ○ KFC |
| ○ Michigan Coffee + Creamery | ○ BH Nutrition |
| ○ Brady's Tavern | ○ Thrivework |
| ○ Canine Couture | ○ Byram Healthcare |
| ○ MK Ateliers Salon | ○ Beverly Hills Veterinary Associates |
| ○ Club Pilates | ○ Buckles & Buckles |
| ○ Beverly Hills Grill | |

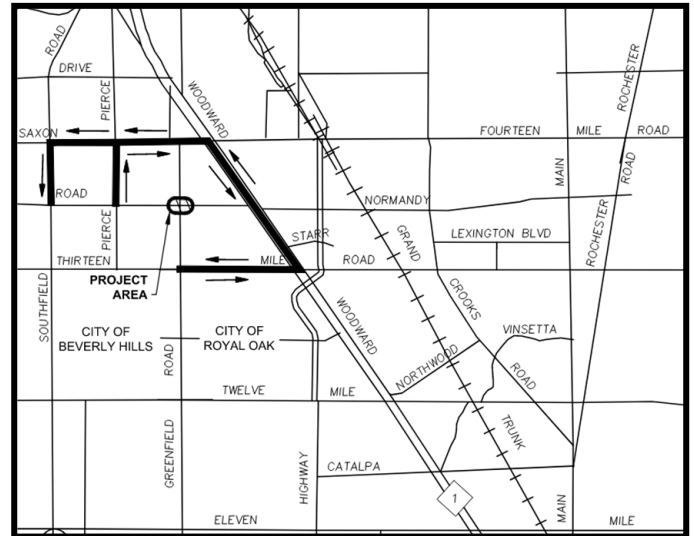
New and Up-and-Coming:

- Business Spotlight, piece in the quarterly Villager showcasing a business.
- In the coming months, meet and work with SEMCOG to be included in their Shop Local series- a video series that supports small businesses and promotes local spending.



GREENFIELD/NORMANDY/BEVERLY ROUNDABOUT CONSTRUCTION TO START APPROX. JUNE 12

Construction of a new roundabout at the intersection of Greenfield, Normandy and Beverly roads, on the Beverly Hills/Royal Oak border will start approximately June 12. The project is a partnership between the Road Commission for Oakland County (RCOC), the City of Royal Oak and the Village of Beverly Hills. Tree removal required as part of the project will begin at the intersection the week of April 10.



PROJECT DETAILS

The project will include:

- Construction of a "compact" one-lane roundabout at the Greenfield/Normandy/Beverly intersection.
- Reconstruction of .19 miles of Greenfield and Normandy roads.
- Placement of new curbs and gutters in the vicinity of the intersection.
- Minor drainage improvements.
- Construction of new concrete sidewalks along portions of Greenfield and Normandy roads.
- Permanent closure of Beverly Ct. at Greenfield Road in Royal Oak.

IMPACT ON TRAFFIC

The intersection will close when construction begins around June 12 and will remain closed for the duration of the project. Access to area homes and businesses will be maintained at all times.

The detour routes are:

- **Greenfield traffic:** 13 Mile Road to Woodward Ave. to 14 Mile Road and back to Greenfield and vice versa.
- **Westbound traffic:** Normandy Road to Woodward Ave. To 14 Mile Road to Southfield Road to Beverly Road.
- **Eastbound traffic:** Beverly Road to Pierce Street to 14 Mile Road to Woodward Ave. to Normandy Road.

SCHEDULE

Construction will run from approximately June 12 through late summer.

PROJECT COST AND FUNDING

The project will cost approximately \$1.65 million and will be paid for by the Road Commission, the City of Royal Oak, the Village of Beverly Hills and Oakland County general government (through the Tri-Party Program).

CONTRACTOR

The contractor for the project is Diponio Contracting of Shelby Twp.

For general information:

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

Beverly Hills Public Safety **Activity Report**

March 30th – April 13th 2023

- With the weather breaking here in Michigan please look out for people and children walking or riding bikes. Be sure to stop at the crosswalks which are clearly defined with white solid lines. Please check your speeds especially in the neighbors at 25 MPH.

CALLS FOR SERVICE

- **234 Calls for Service.**
- **45 Tickets issued.**
- **14 Arrests.**
- Traffic Detail at Detroit Country Day High School.
- Crime Prevention at Beverly Park.
- Welfare Check at Kirkshire.
- Gun Permit Issued at the station.
- Alarm at Greenfield School.
- Radar Detail on Evergreen.
- Alarm on Old Post.
- Suspicious Vehicle on 13 Mile.
- Traffic Enforcement on Pierce.
- Crime Prevention at Douglas Evans Park.
- Crime Prevention at Beverly Park.
- Crime Prevention at Groves High School.
- Medical on Amherst.
- Traffic Accident at Lahser and 13 Mile.
- Medical on Southfield.
- Traffic Accident at 13 Mile and Southfield.
- Assisted Boyne City PD with a notification on Arlington.
- Suspicious Persons at Mission Point.
- Crime Prevention at Southview and Nixon.
- Traffic Enforcement at 13 Mile and Southfield.
- Crime Prevention in Huntley Square Apartments.
- Crime Prevention at Groves High School.

- Crime Prevention at Beverly Park.
- Animal Complaint on Riverside.
- Crime Prevention at Berkshire School.
- Animal Complaint on Riverside.
- Crime Prevention at Beverly Park.
- Crime Prevention on Metamora.
- Animal Complaint on Kirkshire.
- Crime Prevention on Bellvine Trail and Smallwood.
- Alarm on Westlady.
- Medical on Sheridan.
- Crime Prevention on Hill View.
- Citizen Assist on 13 Mile.
- Traffic Enforcement at 14 Mile and Lahser.
- Crime Prevention at Groves High School.
- Suspicious Persons on Locherbie.
- Crime Prevention at Sylvan and Warwick.
- Suspicious Circumstances at 13 Mile and Rock Creek.
- Fire Truck Checks at the station.
- Citizen Assist at Riverside and Beaconsfield.
- Crime Prevention at Detroit Country Day School.
- Odor Investigation at 13 Mile and Pierce.
- Lift Assist on Sleepy Hollow.
- Odor Investigation on Reedmere.
- Traffic Enforcement at 14 Mile and Southfield.
- Assisted Royal Oak PD with at search of a suspect in the area of 13 Mile and Greenfield.
- Crime Prevention at Saxon and Southfield.
- Traffic Enforcement at 14 Mile and Pierce.
- Traffic Enforcement at 13 Mile and Greenfield.
- Traffic Enforcement at Evergreen and 13 Mile.
- Traffic Enforcement at 13 Mile and Southfield.
- Crime Prevention at Beverly Park.
- Crime Prevention on 13 Mile.
- Crime Prevention at Groves High School.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Crime Prevention at Beverly Park.
- Extra Patrol at Beverly Park.
- Family Trouble on Southfield.
- Suspicious Person on 14 Mile.
- Crime Prevention at Berkshire School.
- Crime Prevention at Beverly School.
- Fire Alarm at Groves High School.

- Motorist Assist on 13 Mile.
- Alarm on 13 Mile.
- Suspicious Persons at Mission Point.
- Family Trouble on Birwood.
- Traffic Enforcement at Beverly and Norchester.
- Crime Prevention at Berkshire School.
- Traffic Enforcement at Bates and 14 Mile.
- A subject turned himself in on a felony warrant and was taken into custody without incident at the station.
- Radar Detail at Evergreen and Waltham.
- Traffic Detail at Lahser and 14 Mile.
- Crime Prevention at Detroit Country Day School.
- Crime Prevention on Bellvine Trail.
- Traffic Enforcement at 13 Mile and Southfield.
- Plan Review on Southfield.
- Crime Prevention at Beverly Park.
- Crime Prevention on Evergreen.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Intelligence Report at the station.
- Gun Permit Issued at the station.
- Prisoner Transport to Birmingham PD.
- Extra Patrol at Beverly Park.
- Carbon Monoxide Alarm on Dunblaine.
- Operation Medicine Cabinet.
- Medical on Kirkshire.
- Traffic accident report at Southfield and 13 Mile.
- Suspicious Vehicle on Bellvine Trail.
- Citizen Assist on Sleepy Hollow.
- Crime Prevention on Evergreen.
- Extra Patrol at Beverly Park.
- Officers stopped a driver for a minor traffic violation at Southfield and 13 Mile. The driver was arrested For Driving While License Suspended. The arrest was without incident.
- Assisted Oakland County Water Department with securing the gate at Douglas Evans Park.
- Crime Prevention at Detroit Country Day School.
- Traffic Enforcement at Pierce and Buckingham.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Crime Prevention at Groves High School.
- Prisoner Transport from Birmingham PD.
- Crime Prevention at Market Fresh Shopping Center.

- Suspicious Circumstances on Rutland.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Crime Prevention at the Corners Shopping Mall.
- Extra Patrol at 13 Mile and Southfield.
- Crime Prevention at Madison and Dunblaine.
- Crime Prevention at Detroit Country Day School.
- Officers contacted a suspicious person on Pierce near 13 Mile in the early morning hours. The subject became combative and was arrested for Resisting and Assaulting a Police Officer.
- Crime Prevention in Huntley Square Apartments.
- Larceny of construction equipment at Groves High School.
- Suspicious Persons on Inglewood.
- Medical on Embassy.
- Medical at Mission Point.
- Identity Theft reported on Allerton.
- Computer Threats reported on 14 Mile.
- Motorist Assist reported on Evergreen.
- Crime Prevention at Beverly School.
- Traffic Enforcement on Southfield.
- Medical on Verona Circle.
- Reckless Driving reported on Lahser.
- Radar Detail on 14 Mile.
- Suspicious Person on Kinross.
- Traffic Enforcement at Beverly and Pierce.
- Crime Prevention at Lincolnshire and 13 Mile.
- Reckless Driving reported on Greenfield.
- Alarm on Nottingham.
- Fire Alarm on Stone House Lane.
- Medical on Sleepy Hollow.
- Traffic Enforcement at Beverly and Norchester.
- Radar Detail on Southfield.
- Radar Detail on Evergreen.
- Crime Prevention on Lahser.
- Suspicious Vehicle at Beverly Park.
- Officers stopped a driver for speeding on 13 Mile and Kennoway. The driver was arrested for Operating While Intoxicated and Possessing a Firearm Under the Influence. The arrest was without incident.
- Medical on Evergreen.
- Noise Compliant in Huntley Square Apartments.
- Crime Prevention at Groves High School.

- Noise Complaint at Huntley Square Apartments.
- Radar Detail on Beverly.
- Medical at Mission Point.
- Larceny on Beverly.
- Fire Alarm on Hampstead.
- Medical on 13 Mile.
- Reckless Driving reported on Riverside.
- Officers stopped a driver for a minor traffic violation at 14 Mile and Edgewood. The driver was arrested for Driving While License Suspended and Warrants. The arrest was without incident.
- Officer stopped a driver for a minor traffic violation at Southfield and 13 Mile. The driver was arrested for Never Acquiring a Drivers' License. The arrest was without incident.
- Crime Prevention on Evergreen.
- Suspicious Person on Southfield.
- Radar Detail on Southfield and Gould.
- Crime Prevention at Groves High School.
- Medical on Birwood.
- Fire Truck Checks at the station.
- Medical on Sleepy Hollow.
- Road Hazard on Saxon and Beaconsfield.
- Motorist Assist at 13 Mile and Kennoway.
- Welfare Check on Southfield and 13 Mile.
- Officers stopped a driver for a minor traffic violation at 13 Mile and Southfield. The driver was arrested for Driving While License Suspended. The arrest was without incident.
- Medical at Mission Point.
- Noise Complaint in Huntley Square Apartments.
- Radar Detail on Southfield.
- Suspicious Vehicle on Southfield and 13 Mile.
- Officers stopped a driver for a minor traffic violation at 14 Mile and Pierce. The driver was arrested for Driving While License Suspended. The arrest was without incident.
- Hospice Death on Inglewood.
- Citizen Assist on Beverly.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Alarm on Dunblaine.
- Crime Prevention at Berkshire School.
- Radar Detail on Evergreen.
- Welfare Check on Southfield.

- Wires Down on Reedmere.
- Hospice Death on Coryell.
- Medical on Beechwood.
- Traffic Accident on Southfield.
- Traffic Enforcement on Southfield.
- Suspicious Persons on Beechwood.
- Radar Detail on Beverly.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Crime Prevention at Berkshire School.
- Officer stopped a driver for a minor traffic violation at Southfield and 13 Mile. The driver was arrested for outstanding warrants and taken into custody without incident.
- Road Hazard at Southfield and 13 Mile.
- Crime Prevention at Market Fresh Shopping Center.
- Crime Prevention at Medical Village.
- Crime Prevention at Beverly Park.
- Traffic Enforcement on evergreen.
- Crime Prevention at the Beverly Hills Academy.
- Traffic Enforcement at Evergreen and 13 Mile.
- Crime Prevention in Huntley Square Apartments.
- Traffic Enforcement at Beverly and Norchester.
- Crime Prevention at Beverly Park.
- Crime Prevention at Greenfield School.
- Alarm on Southfield.
- Radar Detail on Evergreen.
- Motorist Assist on 14 Mile.
- Crime Prevention at Market Fresh.
- Animal Complaint on Reedmere.
- Medical at Groves.
- A subject with an outstanding warrant was picked up from Wayne County Jail and arraigned without incident.
- Crime Prevention at Beverly School.
- Suspicious Person on Birwood.
- Domestic Assault and arrest on Old Post.
- Welfare Check on Birwood.
- Suspicious Circumstances at Mission Point.
- Officers stopped a driver for a minor traffic offense at Southfield and Beverly. The driver was arrested for Driving While License Suspended and warrants. The arrest was without incident.
- Crime Prevention at Douglas Evans Park.

- Crime Prevention on Old Post.
- Crossing Guard at Beverly School.
- Crime Prevention at Greenfield School.
- Traffic Enforcement at Eastlady and Smallwood.
- Crime Prevention at Beverly Park.
- Citizen Assist on Eastlady.
- Medical in Huntley Square Apartments.
- Medical on Riverside.
- Alarm on Madoline.
- Alarm on Inglewood.
- Crossing Guard at Southfield and Beverly.
- Crime Prevention at Greenfield School.
- Medical at Mission Point.
- Animal Complaint on Nixon.
- Parking Complaint on Beverly.
- Officers stopped a driver for a minor violation at Southfield and 13 Mile. The driver was arrested for Driving While License Suspended and warrants. The arrest was without incident.
- Traffic Enforcement at Lahser and 13 Mile.
- Radar Detail on Evergreen.
- Crime Prevention at Beverly Park.
- Crime Prevention at Beverly Hills Academy.
- Crime Prevention at Groves High School.
- Crime Prevention at Birmingham and Buckingham.
- Alarm on Kinross.

Fire and Emergency Medical Services

- 18 EMS Calls - Medicals.
- 2 Lift Assists.
- 2 Smoke Investigations.
- 6 Fire Alarms.
- 1 Plan Review.
- 2 Weekly Apparatus Checks.
- Supervise Midnight Platoons 3 and 4.
- NFIRS data export uploaded to FEMA.
- ISO Prep – Emergency Communications Center report.
- Attend & Chaired the Oakland County Training Committee Meeting.
- ISO Prep – Southfield Fire Live Burn Training Center Overview.

- Attended Michigan Fire Fighters Training Council Meeting.
- Attend Wednesday Wrap Up with State Fire Marshal via Zoom.

Detective Bureau and School Liaison

- Court Innovations at the 46th District Court.
- Traffic Conference at the 46th District Court.
- School threats investigation-Berkshire.
- Search Warrant obtained for Snapchat/Verizon/Residence.
- In-custody arraignment for FA/MDOP.
- Background investigation continued for new hires.
- Walk-in arraignment for OWI-2.
- In-custody arraignment for OWI-High BAC-FTA.
- Club drugs MFR training.
- PSO Cazan worked on ISO renewal.
- PSO Cazan completed Order for Prints for Resisting and Obstructing DWLS.
- CPS investigation closed out.
- Took cell phone to OC computer crime lab-School threats.
- Interviews conducted for school threats case.
- Review of cell phone data dump-school threats.
- Interview conducted for family trouble.
- School threats case sent up to OC juvenile prosecutor.
- Closed out suspicious circumstance case at Mission point.
- Closed out internet threats case at Law firm.
-
- **'This is what justice looks like': 1.2 Million convictions set aside so far under expungement law**
- Beth LeBlanc, The Detroit News
- 4.11.23
- More than 1.2 million convictions were set aside Tuesday on the first day of an automatic expungement program created by a 2020 law designed to re-open job and housing opportunities for individuals with old crimes on their records.
- Michigan State Police said its software cleared 1,077,788 misdemeanors and 105,078 felony convictions from its Criminal History Record. That's in

addition to the thousands of lesser, 92-day misdemeanor convictions that district courts are sorting through separately for expungement.

- In all, in the Michigan State Police's expungement efforts Tuesday, 252,417 people are now conviction-free and 842,593 individuals had at least one conviction set aside, state police spokeswoman Shanon Banner said.
- The number of individuals impacted by the measure comes to about 10% of the state's population and the number of convictions cleared represents about 35% of the criminal records in Michigan, said John Cooper, executive director for Safe and Just Michigan.
- "These are staggering historic numbers and they should be celebrated," Cooper said at a Tuesday event observing the start of the automatic expungement process.
- State Rep. Graham Filler, the St. Johns Republican who chaired House Judiciary Committee when the expungement laws were written, said the vision was always to help individuals realize job, education and housing opportunities while maintaining public safety. He said he looks forward to working with stakeholders "to ensure the process is issue-free."
- "I believe deeply in expungement and am thrilled that we worked through the bureaucracy to turn it into a reality," Filler said.
- "This is what justice looks like," he said.
- Michigan lawmakers in 2020 passed the so-called "Clean Slate" package, expanding the crimes eligible for expungement and streamlining the expungement process.
- Since April 2021, people have been able to apply for expungement of certain crimes under the law. But a key portion of the legislation — a process to automatically expunge certain misdemeanors and felonies — was delayed two years so the state would have time to prepare police, courts and software programs for the change.
- Michigan is among 10 states to have adopted automatic expungement and will be the third behind Pennsylvania and Utah to implement the process.
- Advocates have argued the automatic nature was needed to ensure equal access to the system for individuals who can't afford lawyers or can't manage the paperwork process for a minor conviction.

- "There's not going to be a wealth test for automatic expungement," LaGrand said Tuesday. "You don't need to go hire somebody. You don't need to stay away because you're ashamed of your past."
- "Automatic cuts through shame. It cuts through money. It cuts through sophistication."
- The automatic expungement law sets aside certain misdemeanors after a seven-year, post-sentencing waiting period and certain non-assaultive felony convictions after a 10-year, post-sentence completion waiting period.
- Any misdemeanors or felonies considered assaultive crimes, serious misdemeanors, crimes of dishonesty, human trafficking, drunken driving, certain abuse offenses or crimes punishable by more than 10 years are not eligible for an automatic set-aside under the law. Individuals with pending criminal charges or individuals who were convicted of another crime during their waiting period that appears in the state criminal history record also are not eligible.
- There are no limits to how many eligible misdemeanors with a penalty of less than 92 days in jail can be automatically expunged. But misdemeanors punishable by more than 93 days in jail are limited to four per person and eligible felonies are limited to no more than two per person.
- The expungement or "set-aside" will erase the offenses from an individual's criminal history and make court and police records involving the set-aside conviction private. Police will retain nonpublic records of past convictions for reference in the event that a person re-offends.
- Once the automatic expungements are fully processed, Individuals who want to check to see if their records have been expunged can search their name in Michigan State Police iCHAT database for \$10 or by checking in with the courthouse where their case was handled.
- A court could reinstate a conviction if an automatic expungement was granted erroneously, or the court found the person failed to make a good-faith effort to pay restitution.
- 1.2M convictions set aside so far under automatic expungement law (detroitnews.com)



PARKS & RECREATION



Park Clean Up

Saturday, May 6, 2023
Beverly Park 9:00 a.m.



Visit this link to sign up:
<https://tinyurl.com/ParkCleanUp2023>





The Village of Beverly Hills Presents the:

★ **40th Annual** ★

MEMORIAL DAY PARADE & CARNIVAL

Monday, May 29, 2023

Parade begins at Groves High School at 11:00 am
Carnival & Ceremony to follow at Beverly Park
located at 18801 Beverly Road, Beverly Hills, MI 48025

Food! Entertainment! Games! Fun!