

Village of Beverly Hills  
Regular Village Council Meeting  
Tuesday, August 1, 2023

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

Zoom link: <https://us02web.zoom.us/j/82034675690>

Meeting ID: 820 3467 5690

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 July 18, 2023.
2. Review and file **bills** recapped as of Monday, July 31, 2023.
3. Review and consider annual **contract** and funding request for the Birmingham Bloomfield Community Coalition.
4. Review and consider Metro Act Right of Way Permit **Extension** with AT&T.
5. Review and consider Birmingham Youth Assistance **volunteers** for Fiscal Year 23-24.
6. Set **Public Hearing Date** for Amendment to Ordinance 42.12, Games in Streets, for September 5, 2023.

Business Agenda

1. Review and consider Our Lady Queen of Martyr's **request** to place Oktoberfest sign at Southfield Road and Dunblaine.
2. Review and consider designating **representatives** for the Michigan Municipal League's Annual Meeting.
3. Review and consider **purchasing** of Michigan State Police approved Intoxilyzer 9000 Breathalyzer for the Public Safety Department.
4. Review and consider entering into National Opioid Settlement **Agreement** with Walgreens.
5. Review and consider publishing the Wendbrook subcommittee's **answers** to questions from the Wendbrook forum.

Public Comments

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

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

Manager's report

Council comments

Adjournment

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Present: President George; President Pro-Tem Hrydziuszko; 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  
Public Services Director, Johnston

### **ROLL CALL/CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

### **AMENDMENTS TO AGENDA/APPROVE AGENDA**

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

Motion passed.

### **COMMUNITY ANNOUNCEMENTS**

State Senator Jeremy Moss and State Representative Natalie Price were in attendance to provide legislative updates.

Moss stated that the district lines have changed, splitting the Village, so now Beverly Hills has two senators and two representatives. He said the Senate is working to set priorities which include restoring personal freedoms, workers’ rights, tax relief, gun safety bills, and election laws. He said the state recently passed a historic budget.

Price introduced herself and said that since she has a background with municipalities, she takes the municipal view into consideration in her current role. She talked about the historic and equitable investments that are being made in Michigan’s public schools, such as raising per pupil funding, providing universal breakfast and lunch, and expanding access to preschool. She also talked about medical debt and clean infrastructure initiatives. She said it was exciting to see the state invest in a metro/suburban area through Beverly Hills’ Michigan Natural Resource Trust Fund Grant for the Wendbrook property along the Rouge River.

The Council thanked Senator Moss and Representative Price for attending the meeting.

Mooney said he was proud to see Groves High School graduate, Moss. He thanked Moss and Price for coming to the meeting in an odd year.

George thanked Moss and Price for doing meaningful work and for providing an update. He said he would like to set up a meeting with them in the near future.

### **PUBLIC COMMENTS**

None.

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

### **CONSENT AGENDA**

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

1. Review and consider approval of minutes of a regular Council meeting held July 5, 2023.
2. Review and file bills recapped as of Monday, July 17, 2023.
3. Refer special land use request and site plans for 19400 13 Mile Road to the Planning Commission for review and recommendation.

Roll Call Vote:

Motion passed (7-0)

### **BUSINESS AGENDA**

#### **REVIEW AND CONSIDER LANDSCAPING PROPOSAL FOR VILLAGE HALL AND THE PUBLIC SAFETY BUILDING**

Campbell provided an overview. The landscapes at the Beverly Hills Village Hall and Public Safety buildings need updating. Jason's Outdoor Services has provided proposals for both locations. Their proposal for Village Hall is to replace the overgrown and weed prone landscape with a modern landscape design, and their proposal for Public Safety will do the same with the addition of taking care of some problematic drainage issues and cleaning up the overgrowth around the property lines. It is the recommendation of Village staff to approve these proposals, redacting the items around the Village Hall sign until further notice, for a total cost of \$39,333 to update the landscape at the Village Hall and Public Safety buildings.

Motion by White, second by Hrydziuszko, be it resolved that the Beverly Hills Village Council approves the proposals submitted by Jason's Outdoor Services to update the landscapes at Beverly Hills Village Hall and Beverly Hills Public Safety for the amount totaling \$39,333.00. Funds are available in accounts 101-900-974.07 and 205-900-974.20.

Roll Call Vote:

Motion passed (7-0)

#### **REVIEW AND CONSIDER ENTERING INTO AGREEMENT WITH DTE TO CONVERT EXISTING MERCURY VAPOR STREETLIGHTS TO LED STREETLIGHTS**

DTE Energy has a program incentivizing the installation of LED streetlights. The Village of Beverly Hills currently has 30 Mercury Vapor (MV) streetlights. MV lights become very dim over time and use about double the watts that LED lights utilize.

The Village is currently invoiced \$10,084.08 per year for the MV streetlights. If the village decides to purchase the LED streetlights the future invoice would be \$6,476.04, an annual savings of \$3,608.04.

DTE will install the new LED streetlight fixtures at no cost to the village. The fixtures themselves will however cost the village \$7,530.00 upfront, and after a rebate of \$1,059.00, will have a total cost of \$6,471.00. Taking into consideration the annual savings on energy costs, the Administration recommends replacing the current MV streetlights with LED streetlights, this project essentially paying itself off in less than two years.



Kecskemeti asked about the lifespan of the new streetlights. Campbell said they can last 10 to 15 years, which is much longer than what is currently in place.

Hrydziuszko said that this would be great for saving energy. She said she would prefer a warmer color bulb so there is not a stark contrast to what is already there.

Motion by O’Gorman, second by Kecskemeti, be it resolved that the Beverly Hills Village Council approves the proposal submitted by DTE Energy to update the current Mercury Vapor streetlights within the Village of Beverly Hills with LED streetlights for the amount totaling \$6,471.00. Funds are available in account 202-900-977.04

Roll Call Vote:  
Motion passed (7-0)

### **REVIEW AND CONSIDER RENEWING THE VILLAGE’S CONTRACT WITH HYDROCORP TO ADMINISTER THE VILLAGE’S CROSS CONNECTION CONTROL PROGRAM**

Campbell provided an overview. HydroCorp just informed the Village that its Agreement to administer the Village’ Cross Connection Program expired on June 30, 2023. This project is a part of a continued effort for an ongoing Cross-Connection Control Program and will provide the Village of Beverly Hills with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. The scope of the work is set forth in the attached Agreement. For reference, a cross-connection is a point in a plumbing system where it is possible for a non-potable substance to come into contact with the potable drinking water supply. On behalf of the Village, HydroCorp performs 30 annual inspections, answers questions, and submits various reports. HydroCorp is utilized by almost every community in southeast Michigan. The term of the contract is for two (2) years at a total cost of \$8,304.00, or \$4,152.00 annually. The Administration recommends continuing our relationship with HydroCorp. This Program only applies to non-residential cross-connections.

Kecskemeti clarified that this program was for commercial facilities. Johnston confirmed and said it was for inspection of backflow devices on commercial properties.

George noted that this program helps keep the Village compliant with EGLE requirements.

Motion by Kecskemeti, second by Hrydziuszko, be it resolved that the Beverly Hills Village Council authorizes the Village Administration to enter into an Agreement with HydroCorp to manage and administer the Village’s ongoing Cross-Connection Control Program. Funding is available in account no. 592-536-918.15

Roll Call Vote:  
Motion passed (7-0)

### **DISCUSSION ITEMS PILOT PROGRAM TO INSTALL TRIAL SPEED HUMPS IN THE VILLAGE OF BEVERLY HILLS**

Campbell gave an overview. Speeding and reckless driving are a huge public health and safety concern. Speed humps are a popular and effective in reducing speeds in residential neighborhoods. The Village is considering a pilot program to install speed humps on residential roads. Traffic calming measures such as speed humps can address:

- Speeding
- Pedestrian Safety
- Cut Through Traffic
- Sight distance
- Collisions

The pilot program will determine whether the proposed speed humps can combat speeding and reckless driving in residential neighborhoods. After doing extensive research, the Administration is recommending a trial program to install rubber speed humps on two streets that are known for frequent traffic. The rubber material is being recommended based on cost and ease of installation and removal. The pilot humps will be removed in the winter to ensure that neither the snow plows nor the humps will be damaged when the roads are plowed. The pilot will allow for a period of time to gather data and feedback about the use of speed humps in the Village. Feedback will come from residents and various Village departments. A picture of the type of hump utilized was provided for reference.

#### Specs for Speed Humps

Each speed hump assembly will be comprised of ten-speed hump middle sections and two end caps. The heavy-duty rubber speed humps and end caps weigh 36 pounds each, are 2.1” Tall x 35.5” Long x 19.5” Wide, and fastened to the road surface with 12” galvanized steel spikes.

#### Locations and Length of Pilot

For the pilot program, the Administration is proposing to place the speed humps on both sides of Saxon, west of Balmoral and east of Wentworth. In addition, the Administration is also proposing placing speed humps on Riverside Drive east of Drury Lane and west of Inglewood Drive. Residents on these two streets have requested street humps continuously over the last year. If approved by Council, the initial pilot period would be from the time we receive the humps to November 17, 2023.

#### Cost

According the to the Public Services Department, the total cost for 20 Heavy Duty Rubber Speed Hump Middle Sections, 2 Heavy Duty Rubber Speed Hump End Kits, and 4 ‘Speed Humps Ahead’ Signs is \$4,305.42.

#### Liability

Administration has reached out to our insurer, MMRMA, and others to comment on liability concerns related to the installation of speed bumps. That information will be provided prior to the meeting.

#### Potential Future Criteria

Speed humps are designed to make it less comfortable for motorists to speed. Proper engineering analysis and judgment must be included prior to installation of any speed humps. Future criteria to be considered in the installation of speed humps may include:

- Residential streets with a speed limit of 25 mph that is under the exclusive jurisdiction of the Village of Beverly Hills.
- Streets used as known cut throughs to or from a major arterial road in the Village.
- Streets adjacent to schools and parks
- 85th percentile speeds of 30 mph or greater.
- Topography (i.e. hills and curves)
- Resident support (75% support from residents on the segment of roadway being considered is required, through petitions).

#### Other Jurisdictions

There are numerous neighboring local jurisdictions utilizing speed humps. The City of Dearborn is engaged in a similar pilot program. The City of Detroit has installed over 10,000 speed humps since 2016. The City of Ferndale has a speed hump program, as do Royal Oak and Farmington Hills. The Road Commission of Oakland County will also install speed humps on County roads if certain criterion is met.

Kecskemeti thanked Administration for putting this together and noted that she has received some positive feedback from residents about it. She asked how the Village would measure effectiveness and resident support.

Campbell stated that the Village would like resident buy in. He said he would have to look into the cost of data analysis.

Kecskemeti suggested that perhaps effectiveness is demonstrated by other municipalities that already have these programs in place.

Hrydziuszko said that she thinks speed humps are a fantastic idea and noted her experience with them in another city. She said they are very effective and a relatively simple way to reduce speeding. She said she hopes it is a success in Beverly Hills.

O’Gorman asked if there was an agency to identify effective features, such as width and distance between humps, so that they are properly installed.

Campbell stated that HRC has a traffic engineer on staff that the Village can consult with.

Johnston stated that the holes can be sealed annually to prevent infiltration.

Administration will look into any unintended consequences brought on by speed humps. Administration will come back with a more concrete and detailed proposal at an upcoming meeting.

#### **UPDATE FROM WENDBROOK FORUM SUBCOMMITTEE**

O’Gorman stated that the subcommittee consisting of members George, Kecskemeti, and O’Gorman has been working on a draft of answers to Frequently Asked Questions. He said the intent is to get the proposed answers to Council for review at the next meeting and then have it published for the community.

George stated that the goal is to include the item in the next Council meeting packet.

### **PUBLIC COMMENTS**

Matthew Curis, Amherst, said that he loves the area and Beverly Hills seems very family oriented. He asked that the Council amend section 42.12 of the Municipal Code regarding Games in Streets. He said he does not want to be written up for playing basketball with his children and thinks the ordinance should be updated.

Mark Thomas, Nottingham, said he would be happy to have speed humps on Nottingham. He said there is a safety concern near the bus stop because there is a blind spot. He said he has talked to his HOA and they would also be in support of a speed hump on Robinhood. He thanked the Public Safety Department for showing up when called. He thanked administration for putting the speed hump item together.

Dillon Brown, Warwick, asked how importance was being categorized when selecting streets for speed humps. He said Weston is becoming a cut through. He asked if there are other options to reduce cut throughs and speeding beyond speed humps.

Jeff Dobski, Weston, said Weston is a high traffic cut through. He said there are lots of children present and it is a sloped street. He recommended obtaining data during the school year and while school is out.

Peter Webster, Barmoral, thanked the Village for taking on speed humps. He noted that there was recently a collision at Norchester and Saxon. He asked that the Village consider a speed table and demarcation for pedestrians. He suggested reaching out to TIA to obtain data. He said he appreciates the effort for a pilot program. He asked that Administration engage with the neighbors on Saxon if there are plans for road improvements.

Vince Borowski, Chelton, said he does not like speed bumps, but they work. He said enforcement also works, but officers cannot be on site all the time. He said he was disappointed that the Wendbrook report was not finished yet. He is in favor of having a new park. He said he does not think the Village ultimately knows how much it will cost. He said Next will probably be asking for more money in the future, so Council should consider that. He thinks the house on Wendbrook should be scrapped because it will be too costly to renovate it properly. He said he was pleased to see Moss and Price attend the meeting.

Aaron King, Warwick, supports speed humps on Weston. He said he lives in the neighborhood and sees speeding vehicles often.

### **MANAGER'S REPORT**

Residential Water Testing - The Village will be conducting our annual round of water testing for EGLE lead and copper testing in late July. We will be conducting a minimum of thirty (30) tests. The Village has a list of residences that have previously been tested and approved by EGLE for inclusion in our sampling list. We are in the process of reaching out to those residences in this round of testing. As we have done in previous years, we will offer testing to any resident who requests it and will provide them with the results. If anyone is interested in being included in this round of testing, please contact the Village office at 248-646-6404.

Pilot Trip Hazard Mitigation Program - The Trip Hazard Mitigation Program will be conducted on Rutland Avenue and the surrounding streets from July 20, 2023 to July 28, 2023. The Village's hired contractor, Precision Concrete Cutting, will be eliminating the trip hazards by cutting the concrete, creating a smooth, aesthetically pleasing look compared to sidewalk grinding. 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. Precision Concrete will also provide a survey of the area, recommending when a slab will require complete replacement.

Buckthorn Treatment at Riverside Park - Oakland County Parks field staff were at Riverside Park on Tuesday, July 18 to treat invasive buckthorn on the peninsula area. Residents are asked to stay off the treated area for 24 hours. Oakland County Parks staff will come back in the fall to plant native plants at the park. This project is funded by an OC CISMA/OC Parks grant that the Village was awarded earlier this year.

Mooney asked about HRC's meeting with the Public Services subcommittee. Campbell stated that they are to do a walk through for sidewalks soon.

Kecskemeti asked about the status of Municode. Campbell stated that Administration met with Municode last week for the legal review. The Ordinance clean up and updates will be presented to Council in the future.

### **COUNCIL COMMENTS**

White gave an update on Baldwin Public Library, noting that they are in phase 3 of construction and that the library remains open.

Kecskemeti said it is great when people attend meetings and share opinions. She said attendees were able to hear about a lot of great work that is going on in the Village. He said she is hoping the Wendbrook subcommittee will produce a document that is digestible for everyone.

O'Gorman said the Wendbrook FAQ response probably will not answer every question in the first round. He said the cycling community should be considered with regard to traffic and safety. He agreed with the residents who made remarks about speeding on Weston.

Abboud thanked Moss and Price for their work and for attending the meeting. He thanked the residents who attended this meeting. He said the Senior Advisory Council is updating their bylaws, changing terms from 2 years to 4 years. He said the Next center is in full operation and has a commitment at Midvale until they move to the YMCA. He said the Village branding and welcome signage subcommittee is working on updates.

Hrydziusko thanked everyone who attended the Concert in the Park on Friday. She thanked residents who attended the meeting and provided opinions. She commented on natural gardening and said she would like to work on having more natural lawns, noting the difference between intentionally natural lawns and neglect.

George commented on intentional natural lawns and “No Mow May.” He thanked Moss and Price for attending the meeting. He said the Concert in the Park was well attended. He said Municode is reviewing the code in its entirety and updates will be made based on state and federal statutes and then hosted online. He said Java & Jazz on the third Sunday of the month is always a good time. Regarding sidewalks, he said HRC is working on figuring out the best way and locations to install them. He thanked residents for their comments on speed humps. Regarding Wendbrook, he thinks a legal opinion of the charter should be provided for clarification and to help lead Council forward.

**ADJOURNMENT**

Motion by Mooney, second by Abboud, to adjourn the meeting at 8:53 p.m.

Motion passed.

**John George**  
**Council President**

**Kristin Rutkowski**  
**Village Clerk**



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF  
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 07/18/2023 THROUGH 07/31/2023.

ACCOUNT TOTALS:

101	GENERAL FUND	\$86,465.29
202	MAJOR ROAD FUND	\$12,877.64
203	LOCAL STREET FUND	\$20,165.51
205	PUBLIC SAFETY DEPARTMENT FUND	\$107,778.15
592	WATER/SEWER OPERATION FUND	\$5,182.00
701	TRUST & AGENCY FUND	\$129.84
730	RETIREE HEALTH CARE FUND	\$2,045.88
	<b>TOTAL</b>	<b><u>\$234,644.31</u></b>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<b><u>\$234,644.31</u></b>
	<b>GRAND TOTAL</b>	<b><u>\$234,644.31</u></b>

07/27/2023 04:04 PM  
User: JAY  
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS  
CHECK DATE FROM 07/18/2023 - 07/31/2023

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
07/31/2023	COM	87371	60836	ADOLFO CAMPOY-CUBILLO	250.00
07/31/2023	COM	87372	60838	ADOLFO GUTIERREZ	250.00
07/31/2023	COM	87373	58669	AISHA HALL	250.00
07/31/2023	COM	87374	51160	ALLIANCE MOBILE HEALTH	156.00
07/31/2023	COM	87375	60217	AMAZON CAPITAL SERVICES	245.22
07/31/2023	COM	87376	53284	APPLIED INNOVATION	13.55
07/31/2023	COM	87377	59125	APPRIVER, LLC	418.08
07/31/2023	COM	87378	60840	BARBARA MONTGOMERY	250.00
07/31/2023	COM	87379	30920	BELLE TIRE	1,847.96
07/31/2023	COM	87380	51409	BEVERLY HILLS ACE	90.80
07/31/2023	COM	87381	30861	BLUE CARE NETWORK	47,014.55
07/31/2023	COM	87382	52071	BLUE CROSS BLUE SHIELD	36,861.78
07/31/2023	COM	87383	53417	BLUELINE IRRIGATION	1,360.00
07/31/2023	COM	87384	49980	C&G PUBLISHING	233.75
07/31/2023	COM	87385	58959	CADILLAC ASPHALT, LLC	954.45
07/31/2023	COM	87386	59779	CANFIELD EQUIPMENT SERVICE INC	1,010.00
07/31/2023	COM	87387	60844	CARE FIRST REHABILITATION	250.00
07/31/2023	COM	87388	58597	CATHY WHITE	129.84
07/31/2023	COM	87389	60837	CHERI BAKER	250.00
07/31/2023	COM	87390	59347	CINTAS CORPORATION #31	139.55
07/31/2023	COM	87391	31925	COALITION OF PUBLIC SAFETY	17,627.74
07/31/2023	COM	87392	51439	COMCAST	39.81
07/31/2023	COM	87393	04500	COMEAU EQUIPMENT CO INC.	41,992.76
07/31/2023	COM	87394	50826	CONSUMERS ENERGY	421.28
07/31/2023	COM	87395	60687	DEBORAH LUJAN	250.00
07/31/2023	COM	87396	59835	DIANE SLON	250.00
07/31/2023	COM	87397	MISC	DROGS III TRUSTEE, LINUS S	900.00
07/31/2023	COM	87398	60372	EAGLE LANDSCAPING & SUPPLY	213.98
07/31/2023	COM	87399	60534	EDUARDO BENAVIDES	250.00
07/31/2023	COM	87400	60231	FADI KASYOUHANAN	250.00
07/31/2023	COM	87401	53489	GREAT AMERICA FINANCIAL SVCS.	600.00
07/31/2023	COM	87402	60206	GREAT LAKES WATER AUTHORITY	1,005.98
07/31/2023	COM	87403	53583	GUARDIAN	7,638.01
07/31/2023	COM	87404	49646	GUNNERS METERS & PARTS INC.	90.00
07/31/2023	COM	87405	31202	HOME DEPOT CREDIT SERVICES	1,903.48
07/31/2023	COM	87406	59010	HUNT SIGN COMPANY	786.00
07/31/2023	COM	87407	60750	HURON VALLEY GUNS	1,096.40
07/31/2023	COM	87408	59839	J.C. EHRLICH	63.39
07/31/2023	COM	87409	39070	J.H. HART URBAN FORESTRY	11,031.75
07/31/2023	COM	87410	59423	JAMES HEALY	680.00
07/31/2023	COM	87411	49652	JARC	362.00
07/31/2023	COM	87412	60842	JEFFREY DOKHO	250.00
07/31/2023	COM	87413	60841	JENNIFER QUIGLEY	250.00
07/31/2023	COM	87414	50770	JENNIFER RUPRICH	59.48
07/31/2023	COM	87415	59424	JENNIFER VALENTINE	250.00
07/31/2023	COM	87416	60845	JONES & BARTLETT LEARNING, LLC	161.22
07/31/2023	COM	87417	60304	KATHERINE MCVETY	250.00
07/31/2023	COM	87418	60843	KRYSTINA SOUTH	250.00
07/31/2023	COM	87419	60835	LENA BASATA	250.00
07/31/2023	COM	87420	51792	LEXISNEXIS RISK SOLUTIONS	200.00
07/31/2023	COM	87421	49491	MAINS LANDSCAPE SUPPLY	356.10
07/31/2023	COM	87422	58944	MICHIGAN BEER GROWLER	190.00
07/31/2023	COM	87423	52030	MICHIGAN GRAPHICS & AWARDS	40.00
07/31/2023	COM	87424	51408	MICRO CENTER A/R	56.97
07/31/2023	COM	87425	59330	MIKE SAVOIE CHEVROLET	2,859.27
07/31/2023	COM	87426	60680	MUNICIPAL EMERGENCY SERVICES	1,594.09
07/31/2023	COM	87427	51182	NELSON BROTHERS SEWER &	355.00
07/31/2023	COM	87428	60834	NICHOLAS MOISIDES	40.00
07/31/2023	COM	87429	51799	NYE UNIFORM EAST	1,624.00
07/31/2023	COM	87430	59735	OAKLAND COMMUNITY COLLEGE/CREST	300.00
07/31/2023	COM	87431	50830	OAKLAND COUNTY TREASURER'S	5,829.00
07/31/2023	COM	87432	MISC	PELLA WINDOWS & DOORS INC	600.00
07/31/2023	COM	87433	16100	ROAD COMMISSION FOR OAKLAND	1,080.91
07/31/2023	COM	87434	59396	ROCKET ENTERPRISE INC.	95.00
07/31/2023	COM	87435	60495	RYAN BILLS	700.00
07/31/2023	COM	87436	16500	S.O.C.R.R.A.	34,261.00
07/31/2023	COM	87437	MISC	SAN JUAN POOLS OF MICHIGAN LLC	700.00
07/31/2023	COM	87438	59065	SCOTT DOLAN	250.00
07/31/2023	COM	87439	60839	TEMPLE ISRAEL - WEST BLOOMFIELD	250.00
07/31/2023	COM	87440	38205	VERIZON WIRELESS MESSAGING	622.87
07/31/2023	COM	87441	59677	WILLIAM BREWSTER	250.00
07/31/2023	COM	87442	MISC	WILLIAM ELLIS COMPANY	400.00
07/31/2023	COM	87443	53572	WOW! BUSINESS	841.29

COM TOTALS:

Total of 73 Checks:  
Less 0 Void Checks:

234,644.31  
0.00



07/27/2023 04:04 PM  
User: JAY  
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS  
CHECK DATE FROM 07/18/2023 - 07/31/2023

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
Total of 73 Disbursements:					234,644.31



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

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

**Subject:** Birmingham Bloomfield Community Coalition Funding Request

**Date:** July 27, 2023

The Village of Beverly Hills entered into an agreement with the Birmingham Bloomfield Community Coalition (BBCC) to provide substance abuse prevention services to its residents. The BBCC agrees to furnish such services and the Village agrees to contribute funds annually. The agreement automatically renews each fiscal year, with the amount of the annual contribution by the Village to be determined each year by Council. The BBCC has requested funding in the amount of \$1,800.00, which is the same amount as the last few years and has been budgeted for.

BBCC has several programs and offers many services to the community such as: Youth Action Board (YAB), Bi-annual Teen Substance Use Survey, Covey 7 Habits of Highly Effective Teens Training, Parent directed campaigns, Middle School Transitions Program, YAB 5k Event, and other substance-free community opportunities and activities.

A copy of the agreement and request letter are attached.

**Suggested Resolution:**

Be it resolved, the Beverly Hills Village Council approves the funding request from the Birmingham Bloomfield Community Coalition (BBCC) in the amount of \$1,800.00 for the provision of substance abuse prevention services and authorizes Administration to execute the annual contract with BBCC. Funds are available in Account #101-693-890.02 (Community Action Programs: Contribution Bham Com Coalition).

Attachments



*Together We Can... Keep Our Youth Safe & Substance Free*

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July 27, 2023

Mr. John George  
Village President  
18500 W. 13 Mile Road  
Beverly Hills, MI 48025

Dear Mr. George:

Please accept this letter as the Birmingham Bloomfield Community Coalition's (BBCC) funding request for substance abuse prevention services provided to the Village of Beverly Hill's residents. Our request is for \$1,800, the same amount as last year.

BBCC and its Youth Action Board are continuing to provide education, tools, activities, and support to help youth rise above life's challenges by making informed decisions about their safety, health and wellness, as well as encouraging adults to thoughtfully support them.

Results from our December 2022 survey of 4,275 7<sup>th</sup>-12<sup>th</sup> grade students in the Birmingham and Bloomfield Hills Public School Districts, show that Students' mental health and well-being continues to be an area of focus and concern. Top substances being used by our students include alcohol, vaping and marijuana and our survey results show a direct correlation between students using these substances and those reporting mental health concerns.

BBCC is continuing to focus on making inroads with the youth vaping epidemic, alcohol reduction (recent survey showed our 12<sup>th</sup> grade student use at/above national average), and marijuana education. We have increased our efforts to provide Narcan trainings to school personnel and community members to help aid in the knowledge of accidental overdoses, the role of fentanyl, and now TRANQ, with overdoses, and how to assist a person experiencing one.

Included with this funding request letter are three separate attachments I thought the Council would find interesting. They are our Influence Models for the top three substances of alcohol, vaping and marijuana that provide us an inside look at risk and protective factors for each. Next steps for us are to determine appropriate prevention measures to address key themes shown within each model.

If you have any questions or need additional information, please contact me at the office: 248.203.4615, cell: 248.506.1594 or [cmastroianni@bbcoalition.org](mailto:cmastroianni@bbcoalition.org). I look forward to continuing our mutual efforts to make the Village of Beverly Hills a positive and healthy place to live, work, worship, and play.

Sincerely,

Carol Mastroianni  
Executive Director



***Together We Can... Keep Our Youth Safe & Substance Free***

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## CONTRACT FOR YOUTH-FOCUSED SUBSTANCE ABUSE PREVENTION SERVICES

Agreement made and entered into this date \_\_\_\_\_ between Birmingham Bloomfield Community Coalition (hereinafter “the BBCC”), 1525 Covington Road, Bloomfield Hills, MI 48301 and the Village of Beverly Hills, 18500 W. 13 Mile Road, Beverly Hills, MI 48025 (hereinafter “the Village”).

As a research-driven, evidenced-based, community-serving organization, the BBCC strives to provide timely, useful news, information, programs, activities, and events designed to keep parents, youth, schools, and other community members highly aware and provide opportunities to actively engage and participate in substance abuse prevention efforts.

In consideration of the premises and the covenants contained herein, the BBCC and the Village agree as follows:

1. The BBCC agrees to furnish to the residents of the Village of Bingham Farms (as well as residents of other communities within the Birmingham and Bloomfield Hills Public School Districts) services and programs, which, by way of illustration, currently include:
  - a. Substance-free community opportunities and activities specifically for 7<sup>th</sup>-12<sup>th</sup> grade students and their families
  - b. Youth Action Board and youth leadership development and training
  - c. Mid Action Board for 8<sup>th</sup> grade students
  - d. Parent directed campaigns, surveys, groups, and resources
  - e. Student directed campaigns, surveys, groups, and resources
  - f. Alcohol, Marijuana, Vaping, Prescription Drug, and Mental Healthy Campaigns developed by teens for teens
  - g. *CHOICES Youth-led Dialogue Day* for high school teens, parents and interested community members
  - h. *Teen Transitions Program* for 8<sup>th</sup> graders
  - i. An expanded focus on raising the awareness on teen stress, anxiety, depression, and other mental health issues
  - j. Tobacco and Alcohol Retailer Educational Visits and Synar Checks
  - k. Informational resources via the website and other social media
2. For such services and programs, the Village agrees to contribute the sum of \$1,800.00 to the BBCC for the July 1, 2023 to June 30, 2024 Fiscal Year.
3. The BBCC will furnish the Village, and the members of the Village Council, with an annual update.



*Together We Can... Keep Our Youth Safe & Substance Free*

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4. This Agreement shall automatically renew each Fiscal Year, with the amount of the annual contribution by the Village to be determined each year by the Village of Beverly Hills Council, unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.
5. This Agreement sets forth the entire understanding between the BBCC and the Village of Beverly Hills, and cannot be changed except by a writing signed by both the BBCC and the Village. This Agreement shall inure to the benefit of and shall be governed by and construed under the laws of the State of Michigan. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected thereby.

Village of Beverly Hills

By: \_\_\_\_\_

Jeffrey Campbell

Its: Village Manager

Birmingham Bloomfield Community Coalition

By: \_\_\_\_\_

Carol Mastroianni

Its: Executive Director



## RISK AND PROTECTIVE FACTORS

Understanding risk and protective factors is essential to prevention. Prevention planners cannot change a substance misuse problem directly. Instead, they need to work through the underlying risk and protective factors that influence the problem. Effective prevention focuses on reducing the risk factors and strengthening the protective factors specific to the priority problem in your community.

It is important to recognize that the underlying factors driving a substance misuse problem in one community may differ from the factors driving that same problem in a different community. Additionally, underlying factors for one substance may differ from other even in the same community.

Every substance misuse problem in every community is associated with multiple risk and protective factors. No community can address all factors at once and therefore, part of the Strategic Prevention Framework (SPF) process is to prioritize the risk and protective factors your community plans to address. It is beneficial to consider the factors importance and changeability when determining which factors to prioritize.



13.5% of Birmingham Bloomfield High School students stated they had one or more drinks of an alcoholic beverage in the past 30 days. The most prevalent of the substances reported.

The top 10 predictors in this document are the most influential combination of factors for past 30-day drinking among Birmingham Bloomfield High School students. However, it is important to point out that other predictors in the overall survey are also important regarding past 30-day drinking. In other words, predictors such as parents having clear rules at home on teen substance use influence past 30-day drinking, and are important, however are not as dominant as the top 10 predictors listed in this document.

Within the importance and changeability matrix, these all have high importance scores. Evidence based programs and practices can only make a difference if they are a good match for both the substance misuse problem and the underlying risk and/or protective factors that drive changes in that problem. Other items to consider when prioritizing areas to address are magnitude, severity, and trends.

### PAST 30-DAY DRINKING TOP INFLUENCES

Using data from Birmingham Bloomfield Community Coalition's Student Survey, IBH Analytics used a dominance analysis to determine the relative importance of factors in relation to past 30-day alcohol use. Dominance analysis determines the importance of each predictor/factor and how each contributes to the prediction of past 30-day alcohol use. The list of dominance is in ranked order of each predictor in our final model.

1. Perception of friend past 30-day alcohol use.
2. Agreement level with "There is nothing wrong with people under 21 drinking."
3. Being in the presence of alcohol.
4. Grade.
5. Perception of typical student past 30-day alcohol use.
6. Confidence to resist alcohol use.
7. Sad or depressed for several hours.
8. Perception of risk.
9. Bullying at school
10. Perception of typical student's agreement level with "There is nothing wrong with people under 21 drinking."

Source: Dominance analysis & Teen Survey December 2022





## Most influential predictors in past 30-day **ALCOHOL USE** for Birmingham Bloomfield High School Students

### 1. Perception of friends past 30-day alcohol use

- Students who reported they thought their friends drank alcohol in the past 30 days were 5.4 times more likely to report having drank alcohol in the past 30 days than those who did not think their friends drank alcohol in the past 30 days.

### 2. "There is nothing wrong with people under 21 drinking alcohol"

- The more a student agrees with the statement "There is nothing wrong with people under 21 drinking alcohol", the more likely they are to report having drank alcohol in the past 30 days compared to those with a lower level of agreement.

### 3. Being in the presence of alcohol

- Students who reported they were often or always in the presence of others drinking alcohol were more likely to report having drank alcohol in the past 30-days compared to those who reported they were never, rarely, or sometimes in the presence of others.

### 4. Grade

- Students in a higher grade level are more likely to report having drank alcohol in the past 30 days compared to students in a lower grade level.

### 5. Perception of typical student past 30-day alcohol use

- Students who reported they thought the typical student at their school drank alcohol in the past 30 days were 4.0 times more likely to report having drank alcohol in past 30 days than those who did not think the typical student at their school drank alcohol in the past 30 days.

### 6. Confidence to Resist

- Students who stated they were less than moderately confident in their ability to resist alcohol when they are hanging out with their friends were 2.4 times more likely to report having drank alcohol in past 30 days than those who stated they were moderately or very confident in their ability to resist alcohol.

### 7. Sad or depressed for several hours

- Students who reported feeling sad or depressed for several hours some of the time or more often in the past 30 days were 2.0 times more likely to report having drank alcohol in the past 30 days than those who reported they never felt sad or depressed for several hours in the past 30 days.

### 8. Perception of Risk

- Students who perceived there is no or slight risk in harming themselves physically or in other ways if they have 5 or more drinks of an alcoholic beverage once or twice a week were 1.8 times (80%) more likely to report having drank alcohol in past 30 days than those who perceived there is a moderate or great risk.

### 9. Bullying at school

- Students who reported they were bullied on school property in the last 12 months were 1.7 times (70%) more likely to report having drank alcohol in past 30 days than those who stated they were not bullied on school property in the past 12 months.

### 10. Typical student: "There is nothing wrong with people under 21 drinking alcohol"

- Students who reported they feel the typical student at their school strongly agrees with the statement "There is nothing wrong with people under the age of 21 drinking alcohol", were 2.2 times less likely to report having drank alcohol in past 30 days than those who feel the typical does not strongly agree with the statement.



## RISK AND PROTECTIVE FACTORS

Understanding risk and protective factors is essential to prevention. Prevention planners cannot change a substance misuse problem directly. Instead, they need to work through the underlying risk and protective factors that influence the problem. Effective prevention focuses on reducing the risk factors and strengthening the protective factors specific to the priority problem in your community.

It is important to recognize that the underlying factors driving a substance misuse problem in one community may differ from the factors driving that same problem in a different community. Additionally, underlying factors for one substance may differ from other even in the same community.

Every substance misuse problem in every community is associated with multiple risk and protective factors. No community can address all factors at once and therefore, part of the Strategic Prevention Framework (SPF) process is to prioritize the risk and protective factors your community plans to address. It is beneficial to consider the factors importance and changeability when determining which factors to prioritize.



6.9% of Birmingham Bloomfield High School students stated they had used marijuana in the past 30 days. The 3<sup>rd</sup> most prevalent of the substances reported.

The top 8 predictors in this document are the most influential combination of factors for past 30-day marijuana use among Birmingham Bloomfield High School students. However, it is important to point out that other predictors in the overall survey are also important regarding past 30-day marijuana use. In other words, predictors such as parents having clear rules at home on teen substance use influence past 30-day marijuana use and are important, however are not as dominant as the top 8 predictors listed in this document.

Within the importance and changeability matrix, these all have high importance scores. Evidence based programs and practices can only make a difference if they are a good match for both the substance misuse problem and the underlying risk and/or protective factors that drive changes in that problem. Other items to consider when prioritizing areas to address are magnitude, severity, and trends.

### PAST 30-DAY MARIJUANA TOP INFLUENCES

Using data from Birmingham Bloomfield Community Coalition's Student Survey, IBH Analytics used a dominance analysis to determine the relative importance of factors in relation to past 30-day marijuana use. Dominance analysis determines the importance of each predictor/factor and how each contributes to the prediction of past 30-day marijuana use. The list of dominance is in ranked order of each predictor in our final model.

1. Perception of friend past 30-day marijuana use.
2. Presence of others using marijuana.
3. Confidence to resist using marijuana.
4. Grade.
5. Parental disapproval
6. Ease of access to marijuana.
7. Attempt suicide.
8. Perception of typical student's agreement level with "There is no harm in using marijuana once or twice to find out what it's like."





## Most influential predictors in past 30-day **MARIJUANA USE** for Birmingham Bloomfield High School Students

### 1. Perception of friends past 30-day marijuana use

- Students who reported they thought their friends used marijuana in the past 30 days were 31 times more likely to report having used marijuana in the past 30 days than those who did not think their friends used marijuana in the past 30 days.

### 2. Being in the presence of marijuana

- Students who reported they were always or often in the presence of others using marijuana were 3.8 times more likely to report having used marijuana in the past 30 days than those who reported they were never, rarely, or sometimes in the presence of others using marijuana.

### 3. Confidence to Resist

- Students who stated they were not confident, slightly confident, or somewhat confident in their ability to resist marijuana when hanging out with their friends are more likely to report they have used marijuana in the past 30 days than those who stated they were moderately or very confident in their ability to resist marijuana.

### 4. Grade

- Students who were in an upper class (11th or 12th grade) were 6.0 times more likely to have used marijuana in the past 30 days than those who were in a lower class (9th or 10th grade).

### 5. Parental Disapproval

- Students who report their parents would feel that marijuana use would be not at all wrong, a little bit wrong, or wrong, were 2.6 times more likely to report having used marijuana in the past 30 days than those who reported their parents felt marijuana use would be very wrong.

### 6. Ease of access to marijuana

- Students who reported that it was very easy to get marijuana were 2.3 times more likely to report having used marijuana in the past 30 days than those who reported that it was not very easy to get marijuana.

### 7. Attempt suicide

- Students who reported they actually attempted suicide in the past 12 months were 4.4 times more likely to report having used marijuana in the past 30 days than those who had not actually attempted suicide.

### 8. Typical student: "There is no harm in using marijuana once or twice to find out what it's like."

- Students who reported they feel the typical student at their school strongly agrees with the statement "There is no harm in using marijuana once or twice to find out what it's like" were 3.1 times less likely to report having used marijuana in the past 30 days than those who feel the typical student does not strongly agree with the statement.



## RISK AND PROTECTIVE FACTORS

Understanding risk and protective factors is essential to prevention. Prevention planners cannot change a substance misuse problem directly. Instead, they need to work through the underlying risk and protective factors that influence the problem. Effective prevention focuses on reducing the risk factors and strengthening the protective factors specific to the priority problem in your community.

It is important to recognize that the underlying factors driving a substance misuse problem in one community may differ from the factors driving that same problem in a different community. Additionally, underlying factors for one substance may differ from other even in the same community.

Every substance misuse problem in every community is associated with multiple risk and protective factors. No community can address all factors at once and therefore, part of the Strategic Prevention Framework (SPF) process is to prioritize the risk and protective factors your community plans to address. It is beneficial to consider the factors importance and changeability when determining which factors to prioritize.



9.0% of Birmingham Bloomfield High School students stated they had used an e-cigarette or vape device with nicotine, marijuana (THC) or flavor only in the past 30 days. The 2<sup>nd</sup> most prevalent of the substances reported.

The top 11 predictors in this document are the most influential combination of factors for past 30-day vape device use among Birmingham Bloomfield High School students. However, it is important to point out that other predictors in the overall survey are also important regarding past 30-day vaping. In other words, predictors such as parents having clear rules at home on teen substance use influence past 30-day vaping, and are important, however are not as dominant as the top 11 predictors listed in this document.

Within the importance and changeability matrix, these all have high importance scores. Evidence based programs and practices can only make a difference if they are a good match for both the substance misuse problem and the underlying risk and/or protective factors that drive changes in that problem. Other items to consider when prioritizing areas to address are magnitude, severity, and trends.

## PAST 30-DAY VAPING TOP INFLUENCES

Using data from Birmingham Bloomfield Community Coalition's Student Survey, IBH Analytics used a dominance analysis to determine the relative importance of factors in relation to past 30-day vaping use. Dominance analysis determines the importance of each predictor/factor and how each contributes to the prediction of past 30-day vaping use. The list of dominance is in ranked order of each predictor in our final model.

1. Perception of friend past 30-day vaping.
2. Ease of access to nicotine to vape.
3. Perception of friend disapproval.
4. Grade.
5. Presence of others vaping.
6. Agreement level with "There is no harm in using an e-cigarette or vape device on a regular/daily basis."
7. Anxious or stressed.
8. Perception of risk.
9. Confidence to resist vaping.
10. Attempt suicide.
11. Perception of typical student's agreement level with "There is no harm in using an e-cigarette or vape device on a regular/daily basis."



## Most influential predictors in past 30-day **VAPING USE** for Birmingham Bloomfield High School Students

### 1. Perception of friends past 30-day vaping

- Students who reported they thought their friends vaped in the past 30 days were 15.5 times more likely to report having vaped in past 30 days than those who did not think their friends vaped in the past 30 days.

### 2. Ease of access to nicotine to vape

- Students who reported it was very easy to get nicotine to vape were 3.3 times more likely to report having vaped in past 30 days than those who reported it was not very easy to get nicotine to vape.

### 3. Perception of friend disapproval

- Students who reported they perceived their friends felt it was not at all wrong or a little bit wrong to use an e-cigarette to vape were 2.5 times more likely to report having vaped in past 30 days than those who reported they perceived their friends felt it was wrong or very wrong to vape.

### 4. Grade

- Students who were in an upper class (11th or 12th grade) were 4.6 times more likely to have vaped in the past 30 days than those who were in a lower class (9th or 10th grade).

### 5. Being in the presence of an e-cigarette or vape device

- Students who reported they were always in the presences of others using a e-cigarette or vape device were 2.2 times more likely to report having vaped in past 30 days than those who reported they were never in the presence of others using a e-cigarette or vape device.

### 6. "There is no harm in using an e-cigarette or vape device on a regular/daily basis."

- Students who reported they did not strongly disagree with the statement "There is no harm in using an e-cigarette or vape device on a regular/daily basis", were 2.5 times more likely to report having vaped in past 30 days than those who reported they strongly disagree with the statement.

### 7. Anxious or stressed

- Students who reported they felt so overly anxious or stressed out that they found it difficult to do their work, take care of things at home, and/or get along with people were 1.7 times (70%) more likely to report having vaped in past 30 days than those who did not feel so overly anxious or stressed.

### 8. Perception of Risk

- Students who perceived there is no risk in harming themselves physically or in other ways if they use an e-cigarette or vape device once or twice a week were 3.3 times more likely to report having vaped in past 30 days than those who perceived there is a slight, moderate, or great risk in harming themselves physically or in other ways.

### 9. Confidence to Resist

- Students who stated they were less than very confident in their ability to resist an e-cigarette or vape device when they are hanging out with their friends were 2.4 times more likely to report having vaped in past 30 days than those who stated they were very confident in their ability to resist an e-cigarette or vape device when hanging out with their friends.

### 10. Attempt suicide

- Students who reported they actually attempted suicide in the past 12 months were 3.2 times more likely to report having vaped in the past 30 days than those who reported they did not attempt suicide in the past 12 months.

### 11. Typical student: "There is no harm in using an e-cigarette or vape device on a regular/daily basis"

- Students who reported they feel the typical student at their school does not strongly disagree with the statement "There is no harm in using an e-cigarette or vape device on a regular/daily basis", were 3.0 times less likely to report having vaped in past 30 days than those who feel the typical student at their school strongly disagrees with the statement.



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

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

**Subject:** AT&T Metro Act Right of Way Permit Extension

**Date:** July 28, 2023

Administration received a request from AT&T to extend its current Metro Act Right of Way Permit with the Village of Beverly Hills through 2028. The extension is attached and has been reviewed by the Village Attorney.

**Suggested Resolution:**

Be it resolved, the Beverly Hills Village Council authorizes Administration to execute the Metro Act Right of Way Permit Extension with Michigan Bell Telephone Company d/b/a AT&T through December 31, 2028.

Attachment



AT&T Michigan  
Angela Wesson  
METRO Act Administrator  
54 N. Mill Street  
Mailbox #30  
Pontiac, MI 48342

July 1, 2023

Beverly Hills Village Clerk  
18500 W 13 Mile Rd  
Beverly Hills, MI 48025

**METRO ACT RIGHT OF WAY PERMIT EXTENSION**

Dear Beverly Hills Village Clerk,

This is a letter agreement which extends the existing METRO Act Permit issued by the Beverly Hills Village/Oakland County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on December 31, 2023. The extension is for a term to end on December 31, 2028.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Regulatory Information, Telecommunications, and METRO Act/Right of Way.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, [AD3245@att.com](mailto:AD3245@att.com) or 248-877-9518.

Agreed to by and on behalf of the  
**Beverly Hills Village**

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Michigan Bell Telephone Company d/b/a  
AT&T** acknowledges receipt of this  
Permit Extension granted by the municipality.

By: \_\_\_\_\_  
Angela Wesson

Its: METRO Act Administrator

Date: \_\_\_\_\_



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

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

**Subject:** Volunteer Appointments to Birmingham Youth Assistance

**Date:** July 27, 2023

The Birmingham Youth Assistance sent the attached letter to the Council President and the Administration requesting approval from the Council for the list of 2023-2024 Youth Assistance Volunteers. The Council's approval is required to adhere to County Protocol.

**Recommended Resolution:**

Be it resolved, the Beverly Hills Village Council has no objections and approves the individuals listed in the Birmingham Youth Assistance's letter to the Council President dated July 26, 2023 to serve as volunteers for Birmingham Youth Assistance in fiscal year 2023-2024.

Attachment



## Birmingham Youth Assistance

2436 West Lincoln  
Birmingham, MI 48009  
(248) 203-4300 FAX: (248) 203-4301  
[office@birminghamyouthassistance.org](mailto:office@birminghamyouthassistance.org)  
[www.birminghamyouthassistance.org](http://www.birminghamyouthassistance.org)

### Chair

Dave Wind

### Vice Chair

Ann Nazareth-Manning

### Secretary

Eileen Pulker

### Treasurer

Richard Stasys

### Past Chair

Shelley Taub

### Board Members

Andrew G. Acho  
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Det. James Balagna  
Pierre Boutros  
Mary Jo Dawson  
Jill Fill  
Kate Layton  
Det. Josh Housted  
Jennifer Rass  
Jay Reynolds  
Dr. Embekka Roberson  
Susan Robbins  
Vicki Sower  
David Walker

### Advisory Members

Sheriff Michael Bouchard  
Jason Clinkscale

### Caseworker

Catherine Womack

### Administrative Assistant

Lynne Zacharias

July 26, 2023

John George  
President of the Village of Beverly Hills  
18500 W 13 Mile Road  
Beverly Hills, MI 48025

Dear Sponsor,

Birmingham Youth Assistance recently received applications for new volunteers for fiscal year 2023-2024. In order to adhere to Oakland County Youth Assistance protocol, we are submitting the following names for Sponsor approval by the Village of Beverly Hills.

Meg Lope	714 Browning Ct., Bloomfield Hills, 48304
Lisa Nardone	1408 South Bates Street, Birmingham, 48009
Erin Reemmer	18604 Devonshire, Beverly Hills, 48025

If you object to said applicants, please contact our office on/or before August xx, 2023. No response is necessary if you support the aforementioned candidates. Their official appointment will be made by the Sixth Judicial Oakland County Circuit Court – Family Division Judges.

Thank you for your time in this matter.

Dave Wind, BYA Chair

Dick Stasys, BYA Treasurer



## MEMO

Date: July 28, 2023  
To: Beverly Hills Village Council  
From: Administration  
Subject: Amendments to Ordinance 42.12

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Over the last several months, there has been discussion about certain ordinances that may be outdated and require amendments. Recently, it has come to light that ordinance 42.12, Games in the Streets, may require review and potential amendments. This review has been suggested by members of Council, residents, our Municode representative reviewing our ordinances, and Administration. The Administration is recommending Council set a public hearing to consider amendments to 42.12.

### **Recommended Resolution:**

Be It Resolved that the Beverly Hills Village Council sets a public hearing date of Tuesday, September 5, 2023 to review amendments to ordinance 42.12.

Thank you,

A handwritten signature in blue ink, appearing to read "Jeffrey Campbell".

Jeffrey Campbell  
Village Manager





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

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

**Subject:** OLQM Oktoberfest Sign Request

**Date:** July 27, 2023

Administration received an annual request from Our Lady Queen of Martyrs asking for permission to place a sign in the public right of way on the west side of Southfield Road at the intersection of Dunblaine Avenue. The sign is for Our Lady Queen of Martyrs' Oktoberfest event scheduled for September 29<sup>th</sup> and 30<sup>th</sup>. They have requested to put the sign out on Wednesday, September 6 and stated that it would be removed no later than Friday, October 6, 2023.

**Suggested Resolution:**

Be it resolved, the Beverly Hills Village Council authorizes Our Lady Queen of Martyrs to place their Oktoberfest event sign in the public right of way at the Southfield Road and Dunblaine Avenue intersection from September 6 to October 6, 2023.



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

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

**Subject:** Michigan Municipal League Annual Meeting Voting Delegate

**Date:** July 27, 2023

The Michigan Municipal League is hosting its Annual Convention on October 18-20, 2023 in Traverse City. The League's Annual Meeting is scheduled for 4:30 p.m. on Wednesday, October 18.

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

**Suggested Resolution:**

Be it resolved, the Beverly Hills Village Council hereby appoints Council Member Rock Abboud as its voting delegate for the 2023 Michigan Municipal League Annual Meeting and appoints Village Manager Jeffrey Campbell as its alternate voting delegate.

Attachment

July 10, 2023

### **Michigan Municipal League Annual Meeting Notice**

**(Please present at the next Council, Commission or Board Meeting)**

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, October 18-20, 2023. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, October 18 in Governors' Hall A at the Grand Traverse Resort & Spa. The meeting will be held for the following purposes:

1. Election of Trustees. To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. Policy. A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

**B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on.** (See #2 on page 2.)

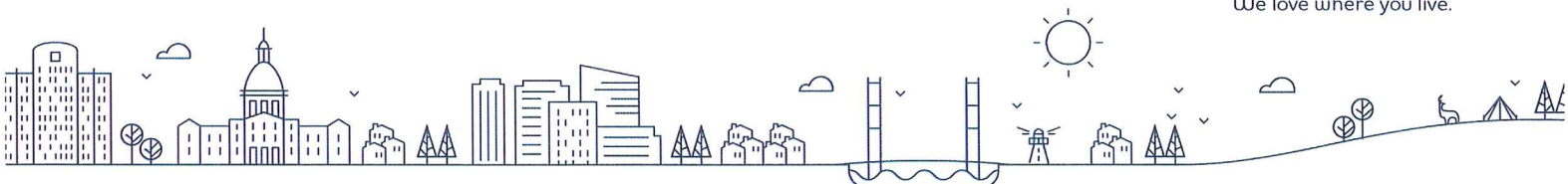
In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **September 18, 2023**.

3. Other Business. To transact such other business as may properly come before the meeting.

### **Designation of Voting Delegates**

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than September 18, 2023.**

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

#### 1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

#### 2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **September 18, 2023**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, “Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

We love where you live.



### 3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, October 17, 2023 at the Grand Traverse Resort & Spa for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

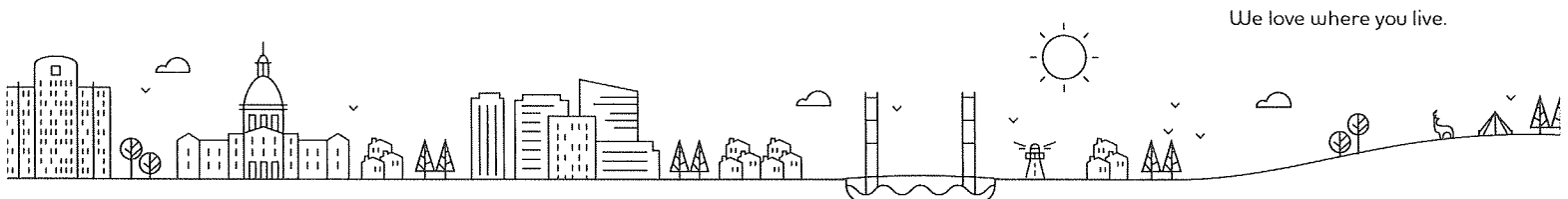
Sincerely,



Barbara Ziarko  
President  
Councilmember, City of Sterling Heights



Daniel P. Gilmartin  
Executive Director & CEO







Beverly Hills  
Department  
of Public  
Safety

# Memo

**To:** Director Torongeau

**From:** Deputy Director Davis

**Date:** 7/24/23

**Re:** Purchase of MSP approved Intoxilyzer 9000

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I respectfully request that we purchase one new Intoxilyzer 9000 which is replacing the old Datamaster Breathalyzer. The Michigan State Police removed all old Datamaster Breathalyzers from the field over two years ago. MSP now only utilizes and services the Intoxilyzer 9000 and we do not have one currently. This is a professional tool for analyzing breath alcohol levels accurately and its results are accepted by all the state courts.

For the past two years, our patrol officers have had to write out a blood draw search warrant and affidavit then submit them to a Judge or Magistrate. The Judge or Magistrate then authorizes the search warrant after careful review, signs and authorizes a search warrant for blood. The Judge and or Magistrate then sends it back to the Public Safety Officer to execute. At that time, we have the option to take the suspect to Royal Oak Beaumont Hospital or call Alliance Ambulance to draw the blood. This current process burdens the already overcrowded hospital and ambulance service and is not time or cost effective. It also does not allow for the officers to return to patrol or respond to other important incidents after the booking process.

The state of Michigan will no longer provide smaller departments with a new Intoxilyzer 9000 like it did with Datamasters in the past. So, to continue a professional and accurate check of legal alcohol levels we would respectfully request this purchase. The product will save valuable time and make an officer available for patrol and other important calls. This purchase of better equipment will aid us in being more time efficient and professionally accurate during the court hearings. Our Intoxilyzer 9000 will be built to the same non-negotiable Michigan approved specifications per Michigan's Request for Purchase contract with the manufacturer.

The Intoxilyzer 9000 is manufactured by CMI Inc. in Owensboro, Kentucky and has a two-year warranty. The instrument will be shipped directly to MSP for inspection prior to our receipt. Michigan State Police Technicians will then service our instrument after the purchase via a yearly service agreement. We will be afforded state contract pricing on this purchase, quoted as **\$9,566.00.**

**The funds for the purchase are available from the Capital Equipment Purchases Account, number 205-900-985.00.**

**Suggested Resolution:**

Be it resolved, the Beverly Hills Village Council authorizes the purchase of the Intoxilyzer 9000 for the amount of \$9,566.00. Funds for this expense are available in Account 205-900-985.00.

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

2055 Orchard Lake Road, Sylvan Lake, MI 48320

(248)334-9938

**To:** President John George and Members of Village Council**From:** Thomas J. Ryan, Village Attorney**Date:** July 27, 2023**Re:** Opioid Settlement

---

Dear President George and Members of Council:

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 and April of 2023, the Village Council approved the release of settlement funds from suits involving several pharmaceutical manufacturers and several large drug retail corporations.

Now, an additional monetary settlement has been reached with the Walgreens following parties: Teva, Allergan, CVS, and Walmart. The Village was forwarded the Master Litigation Agreement and the Participation Settlement Agreements with Allergan, Teva, CVS and Walmart. The Participation Settlement Agreement (Exhibit A) and Master Litigation Agreement (Exhibit B) are attached for your review. The Village already approved settlement agreements with Walmart, CVS, Teva, and Allergan.

The money we will receive from this settlement will be paid over a number of years and it is estimated that the Village will receive \$19,273.32 from this settlement. To receive the money the Village would need to execute the attached Settlement Participation Form with Walgreen. 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 a large drug retail corporation and if it is deemed appropriate by Village Council, I 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.

I would be pleased to discuss this with you further.

Respectfully submitted,



Thomas J. Ryan  
Village Attorney



# EXHIBIT A

Walgreens National Opioid Settlement  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Beverly Hills village, MI  
Reference Number: CL-386716

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE WALGREENS NATIONAL OPIOID SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**Deadline: September 6, 2023**

The Michigan Department of Attorney General has reached a settlement with Walgreens Pharmacy regarding opioids. This settlement allows Michigan and eligible local governments to participate in the Walgreens National Settlement. You are receiving this *Participation Package* because your local government is eligible to participate. Your local government may receive direct payments from this settlement if it chooses to participate.

This electronic envelope contains:

- *Participation Forms* for Walgreens, including a release of any claims.
- The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, Walmart, and Walgreens Settlements.

**The *Participation Form* must be executed, without alteration, and submitted on or before September 6, 2023.**

The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, Walmart, and Walgreens Settlements is included for reference. This agreement is in the process of being ratified. The agreement defines the distribution between the State and Local Subdivisions and determines the allocation percentage of each Local Subdivision.

The subdivision participation forms received will be used to calculate Michigan's subdivision participation rate, which will determine whether Michigan earns its maximum potential payment under the settlement. Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in Michigan.

You are encouraged to discuss the terms and benefits of the *Walgreens National Opioid Settlement* with your counsel, your Attorney General's Office, and other contacts within your state.

Additional information may be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

**How to return signed forms:**

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

**The sign-on period for subdivisions ends on September 6, 2023.**

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Assistant Attorney General Matt Walker at the Michigan Department of Attorney General at 517-335-7632 or [AG-OpioidLitigation@michigan.gov](mailto:AG-OpioidLitigation@michigan.gov).

Thank you,

National Opioids Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*

**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes      ☐ No

Governmental Entity: Beverly Hills village	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# EXHIBIT B

## **MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF ALLERGAN, TEVA, CVS, WALMART, AND WALGREENS SETTLEMENT AGREEMENTS**

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

### **I. Definitions**

As used in this Memorandum of Understanding ("MOU"):

- A. "Administrative Fund" is 0.3% of the Local Government Share.
- B. "Actual Attorney Fees" are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government's Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. "Actual Total Recovery" is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share.
- D. "De minimis-share Local Government" is a Participating Local Government whose Final Allocation Percentage is less than .0083%.



- E. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government.
- F. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- G. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- H. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this agreement.
- I. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- J. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- K. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of each of the Settlements.
- L. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- M. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- N. “Neutral Special Master” is an independent mediator selected by the State.
- O. “Opioid Remediation” is the term as defined by the Settlements.
- P. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for the Settlements.
- Q. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- R. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlements.

- S. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit B of this agreement.
- T. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- U. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- V. “Settlements” are the Allergan, Teva, CVS, Walmart, and Walgreens national settlement agreements related to opioids and entered by the State between December 2022 and June 2023.
- W. “Settlement Payments” are scheduled monetary payments received through the Settlements.
- X. “Special Circumstance Fund” is 5% of the Local Government Share.
- Y. “State” is the State of Michigan acting through its Attorney General or her designees.
- Z. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

## II. Terms

1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 12%.

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.

7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:

- a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
- b. Projected Attorney Fees shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Allergan, Teva, CVS, Walmart, or Walgreens Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
- d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
- e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund: An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to

the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. The deadline for initial applications shall be determined by the Michigan Department of Attorney General and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to the initial deadline and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
  - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.

- b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

### III. Other Terms and Conditions

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the agreement, unless otherwise specified in this agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement

supersedes all previous oral or written communications, representations, or agreements on this subject.

8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This agreement shall become effective on the date on which the last required signature is affixed to this agreement.

## Exhibit A - Final Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

**Exhibit A - Final Allocation Percentage**

<b>Local Government</b>	<b>Final Allocation Percentage</b>
Ada Township	0.0043760292%
Adrian City	0.0339626660%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0017535337%
Allegan County	0.4616561194%
Allen Park City	0.0642202609%
Allendale Charter Township	0.0046474905%
Alpena County	0.3552568075%
Alpine Charter Township	0.0015193823%
Ann Arbor City	0.2767977793%
Antrim County	0.2666726546%
Antwerp Township	0.0007847494%
Arenac County	0.1805504891%
Auburn Hills City	0.0703250556%
Bangor Charter Township	0.0065282392%
Baraga County	0.0830046065%
Barry County	0.2587191476%
Bath Charter Township	0.0321460332%
Battle Creek City	0.2045817057%
Bay City	0.0685863654%
Bay County	1.2330105691%
Bedford Township	0.0246542442%
Benton Charter Township	0.0542117185%
Benzie County	0.1559709002%
Berkley City	0.0214483383%
Berrien County	1.4353012866%
Beverly Hills Village	0.0274893432%
Big Rapids City	0.0146444451%
Birmingham City	0.0616071651%
Bloomfield Charter Township	0.1431441040%
Branch County	0.3823020966%
Brandon Charter Township	0.0178348199%
Brighton Township	0.0006049341%
Brownstown Charter Township	0.0618601336%



Exhibit A - Final Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Final Allocation Percentage
Burton City	0.0198287415%
Byron Township	0.0085803473%
Cadillac City	0.0592857184%
Caledonia Charter Township	0.0027577830%
Calhoun County	1.8505476605%
Cannon Township	0.0033093395%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0121186350%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3167238809%
Chesterfield Charter Township	0.1262511644%
Chippewa County	0.2680205692%
Clare County	0.2799817433%
Clawson City	0.0139497332%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0077283577%
Commerce Charter Township	0.0198854362%
Comstock Charter Township	0.0084518668%
Cooper Charter Township	0.0009590766%
Crawford County	0.2886253251%
Davison Township	0.0088446355%
Dearborn City	0.2996583319%
Dearborn Heights City	0.1053620175%
Delhi Charter Township	0.0196753105%
Delta Charter Township	0.0405538922%
Delta County	0.2604485158%
Detroit City	7.1316532282%
Dewitt Charter Township	0.0367701778%
Dickinson County	0.2772929170%
East Bay Township	0.0014646767%
East Grand Rapids City	0.0207354059%
East Lansing City	0.1928773141%
Eastpointe City	0.1677249820%
Eaton County	1.0040382409%
Egelston Township	0.0059203305%
Emmet County	0.1813256578%
Emmett Charter Township	0.0081390406%

Exhibit A - Final Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

<b>Local Government</b>	<b>Final Allocation Percentage</b>
Escaanaba City	0.0181020848%
Farmington City	0.0220247278%
Farmington Hills City	0.1651189520%
Fenton Charter Township	0.0018526954%
Fenton City	0.0479607189%
Ferndale City	0.0891131349%
Flat Rock City	0.0171781967%
Flint Charter Township	0.0255754903%
Flint City	2.9548125615%
Flushing Charter Township	0.0037431147%
Fort Gratiot Charter Township	0.0094416381%
Fraser City	0.0800906838%
Frenchtown Charter Township	0.0488838534%
Fruitport Charter Township	0.0129270962%
Gaines Township, Kent County	0.0089914131%
Garden City	0.0360229820%
Garfield Charter Township	0.0004066570%
Genesee Charter Township	0.0129462245%
Genesee County	2.0590679068%
Genoa Township	0.0000756167%
Georgetown Charter Township	0.0072026921%
Gladwin County	0.2150307736%
Gogebic County	0.0746722684%
Grand Blanc Charter Township	0.0209833611%
Grand Haven Charter Township	0.0112761850%
Grand Haven City	0.0347728914%
Grand Rapids Charter Township	0.0037568289%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9233801980%
Grandville City	0.0278015743%
Gratiot County	0.3525172203%
Green Oak Township	0.0321695305%
Grosse Ile Township	0.0214222891%
Grosse Pointe Park City	0.0283111539%
Grosse Pointe Woods City	0.0201749251%
Hamburg Township	0.0339303208%
Hamtramck City	0.1082345398%
Harper Woods City	0.0302106475%
Harrison Charter Township	0.1242049355%

## Exhibit A - Final Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

<b>Local Government</b>	<b>Final Allocation Percentage</b>
Hartland Township	0.0002916646%
Hazel Park City	0.0439995757%
Highland Charter Township	0.0175909627%
Highland Park City	0.0233942274%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0174327221%
Holland City	0.0989468652%
Holly Township	0.0024496552%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1750661517%
Independence Charter Township	0.0493200938%
Ingham County	2.3910807430%
Inkster City	0.0997567285%
Ionia City	0.0268462855%
Ionia County	0.5494312513%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6486601285%
Kalamazoo Charter Township	0.0310860965%
Kalamazoo City	0.2263063196%
Kalamazoo County	2.2227072398%
Kalkaska County	0.0983797692%
Kent County	3.1145250537%
Kentwood City	0.0850489860%
Keweenaw County	0.0040439910%
Lake County	0.0815750848%
Lansing City	0.5944941436%
Lapeer County	0.4730735299%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%
Lenox Township	0.0066875918%
Leoni Township	0.0054332410%
Lincoln Charter Township	0.0106649534%
Lincoln Park City	0.0949381273%
Livingston County	1.4976536818%

Exhibit A - Final Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Final Allocation Percentage
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0036024341%
Mackinac County	0.0543490033%
Macomb County	8.6511046551%
Macomb Township	0.0646503489%
Madison Heights City	0.0862367299%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001188263%
Marquette City	0.0187316345%
Marquette County	0.6035274193%
Mason County	0.2785770312%
Mecosta County	0.1984658748%
Melvindale City	0.0310542941%
Menominee County	0.0944228353%
Meridian Charter Township	0.0423078149%
Midland City	0.1806420880%
Midland County	0.3217601862%
Milford Charter Township	0.0038407489%
Missaukee County	0.0599227243%
Monitor Charter Township	0.0026396387%
Monroe Charter Township	0.0071543602%
Monroe City	0.1256002278%
Monroe County	1.7154393930%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0300567479%
Mount Morris Charter Township	0.0148781594%
Mount Pleasant City	0.0213788564%
Mundy Charter Township	0.0090106554%
Muskegon Charter Township	0.0215634933%
Muskegon City	0.1044619233%
Muskegon County	1.9100374032%
Muskegon Heights City	0.0299042116%
New Baltimore City	0.0287085237%
Newaygo County	0.5231812721%
Niles City	0.0348555605%
Niles Township	0.0128680285%
Northville Charter Township	0.0937410512%

Exhibit A - Final Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

<b>Local Government</b>	<b>Final Allocation Percentage</b>
Norton Shores City	0.0419374121%
Novi City	0.0875890282%
Oak Park City	0.0620117462%
Oakland Charter Township	0.0163938462%
Oakland County	5.8535727114%
Oceana County	0.2437642147%
Oceola Township	0.0002160479%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0289580279%
Osceola County	0.2155121864%
Oscoda County	0.0586611524%
Oshtemo Charter Township	0.0074328492%
Otsego County	0.3179205988%
Ottawa County	0.8861345094%
Owosso City	0.0358761118%
Oxford Charter Township	0.0131849087%
Park Township, Ottawa County	0.0041475564%
Pittsfield Charter Township	0.0284820374%
Plainfield Charter Township	0.0087988887%
Plymouth Charter Township	0.0369908346%
Pontiac City	0.3368814739%
Port Huron Charter Township	0.0086247881%
Port Huron City	0.1557098020%
Portage City	0.0586895466%
Presque Isle County	0.1629846795%
Redford Charter Township	0.1266652554%
Riverview City	0.0288390774%
Rochester City	0.0238536559%
Rochester Hills City	0.0403860572%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%
Roseville City	0.2553592802%
Royal Oak City	0.1551263540%
Saginaw Charter Township	0.0413527002%
Saginaw City	0.2574050901%
Saginaw County	1.8052764386%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%

Exhibit A - Final Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Final Allocation Percentage
Schoolcraft County	0.0471801158%
Scio Charter Township	0.0030790141%
Shelby Charter Township	0.3026860745%
Shiawassee County	0.8126041030%
South Lyon City	0.0154738400%
Southfield City	0.2350837642%
Southfield Township	0.0000665064%
Southgate City	0.0530873036%
Spring Lake Township	0.0062120900%
Springfield Charter Township	0.0026713434%
St Clair County	2.2355271010%
St Joseph County	0.2548942158%
St. Clair Shores City	0.2031104044%
Sterling Heights City	1.0536459782%
Sturgis City	0.0358119958%
Summit Township, Jackson County	0.0087972622%
Superior Charter Township	0.0072444420%
Taylor City	0.2249624195%
Texas Charter Township	0.0031110081%
Thomas Township	0.0075956313%
Traverse City	0.0694748751%
Trenton City	0.0287924922%
Troy City	0.1410325234%
Tuscola County	0.4964109876%
Tyrone Township, Livingston County	0.0057576762%
Union Charter Township	0.0000306095%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4558652989%
Vienna Charter Township, Genesee County	0.0051656581%
Walker City	0.0344878971%
Warren City	1.3154129040%
Washington Township, Macomb County	0.0483326054%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1306353444%
Wayne City	0.0938477712%
Wayne County	11.4087527346%
West Bloomfield Charter Township	0.1567169672%
Westland City	0.3653116491%
Wexford County	0.3345381450%

Exhibit A - Final Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

<b>Local Government</b>	<b>Final Allocation Percentage</b>
White Lake Charter Township	0.0349824061%
Wixom City	0.0220746076%
Woodhaven City	0.0341752498%
Wyandotte City	0.0583665385%
Wyoming City	0.1526406854%
Ypsilanti Charter Township	0.0345854854%
Ypsilanti City	0.0536952762%
Zeeland Charter Township	0.0036753989%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000000%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

## Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Ada Township	0.0073233482%
Adrian City	0.0568370128%
Alcona County	0.0834491179%
Alger County	0.0785291215%
Algoma Township	0.0029345640%
Allegan County	0.7725881935%
Allen Park City	0.1074735355%
Allendale Charter Township	0.0077776425%
Alpena County	0.3171935781%
Alpine Charter Township	0.0025427083%
Ann Arbor City	0.4632250874%
Antrim County	0.2381005845%
Antwerp Township	0.0013132895%
Arenac County	0.1612057938%
Auburn Hills City	0.1176899978%
Bangor Charter Township	0.0109251027%
Baraga County	0.0741112558%
Barry County	0.4329702358%
Bath Charter Township	0.0537968516%
Battle Creek City	0.3423704436%
Bay City	0.1147802745%
Bay County	1.1009022938%
Bedford Township	0.0412592343%
Benton Charter Township	0.0907240950%
Benzie County	0.1392597323%
Berkley City	0.0358941044%
Berrien County	1.2815190059%
Beverly Hills Village	0.0460038135%
Big Rapids City	0.0245076907%
Birmingham City	0.1031004819%
Bloomfield Charter Township	0.2395537286%
Branch County	0.3413411577%
Brandon Charter Township	0.0298468290%
Brighton Township	0.0010123659%
Brownstown Charter Township	0.1035238283%



Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Burton City	0.0331836857%
Byron Township	0.0143593354%
Cadillac City	0.0992155073%
Caledonia Charter Township	0.0046151897%
Calhoun County	1.6522746969%
Cannon Township	0.0055382276%
Canton Charter Township	0.2353019350%
Cascade Charter Township	0.0202807109%
Cass County	0.3685228029%
Charlevoix County	0.1913266108%
Cheboygan County	0.2827891794%
Chesterfield Charter Township	0.2112831498%
Chippewa County	0.2393040796%
Clare County	0.4685534972%
Clawson City	0.0233450803%
Clinton Charter Township	0.5825283878%
Clinton County	0.4823811618%
Coldwater City	0.0129335184%
Commerce Charter Township	0.0332785651%
Comstock Charter Township	0.0141443213%
Cooper Charter Township	0.0016050286%
Crawford County	0.2577011831%
Davison Township	0.0148016255%
Dearborn City	0.5014825529%
Dearborn Heights City	0.1763248603%
Delhi Charter Township	0.0329269168%
Delta Charter Township	0.0678675252%
Delta County	0.2325433177%
Detroit City	6.3675475252%
Dewitt Charter Township	0.0615354244%
Dickinson County	0.2475829616%
East Bay Township	0.0024511576%
East Grand Rapids City	0.0347010017%
East Lansing City	0.1722118876%
Eastpointe City	0.2806901834%
Eaton County	0.8964627151%
Egelston Township	0.0099077587%
Emmet County	0.3034511111%
Emmett Charter Township	0.0136208021%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Escanaba City	0.0161625757%
Farmington City	0.0368587005%
Farmington Hills City	0.2763289545%
Fenton Charter Township	0.0031005125%
Fenton City	0.0802629568%
Ferndale City	0.1491321203%
Flat Rock City	0.0287479606%
Flint Charter Township	0.0428009530%
Flint City	2.6382255013%
Flushing Charter Township	0.0062641566%
Fort Gratiot Charter Township	0.0158007179%
Fraser City	0.1340329179%
Frenchtown Charter Township	0.0818078358%
Fruitport Charter Township	0.0216336824%
Gaines Township, Kent County	0.0150472599%
Garden City	0.0602849815%
Garfield Charter Township	0.0006805464%
Genesee Charter Township	0.0216656939%
Genesee County	1.8384534882%
Genoa Township	0.0001265457%
Georgetown Charter Township	0.0120538094%
Gladwin County	0.3598571100%
Gogebic County	0.1249651212%
Grand Blanc Charter Township	0.0351159584%
Grand Haven Charter Township	0.0188708587%
Grand Haven City	0.0581929367%
Grand Rapids Charter Township	0.0062871075%
Grand Rapids City	1.2000276882%
Grand Traverse County	0.8244466054%
Grandville City	0.0465263367%
Gratiot County	0.3147475181%
Green Oak Township	0.0538361746%
Grosse Ile Township	0.0358505107%
Grosse Pointe Park City	0.0473791255%
Grosse Pointe Woods City	0.0337630289%
Hamburg Township	0.0567828826%
Hamtramck City	0.1811320680%
Harper Woods City	0.0505579556%
Harrison Charter Township	0.1108972638%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Hartland Township	0.0004881050%
Hazel Park City	0.0736339264%
Highland Charter Township	0.0294387306%
Highland Park City	0.0391505779%
Hillsdale County	0.3731855670%
Holland Charter Township	0.0291739126%
Holland City	0.1655890102%
Holly Township	0.0040995334%
Houghton County	0.2225642997%
Huron Charter Township	0.0361363324%
Huron County	0.2929757372%
Independence Charter Township	0.0825378903%
Ingham County	2.1348935205%
Inkster City	0.1669443281%
Ionia City	0.0449276471%
Ionia County	0.4905636172%
Iosco County	0.3212475898%
Iron County	0.1102481228%
Iron Mountain City	0.0091866455%
Isabella County	0.5720204678%
Jackson City	0.1764251010%
Jackson County	1.0855421077%
Kalamazoo Charter Township	0.0520230321%
Kalamazoo City	0.3787268993%
Kalamazoo County	1.9845600355%
Kalkaska County	0.1646399668%
Kent County	2.7808259408%
Kentwood City	0.1423307082%
Keweenaw County	0.0067676775%
Lake County	0.0728348971%
Lansing City	0.5307983425%
Lapeer County	0.7916953951%
Leelanau County	0.1237383482%
Lenawee County	0.7878386566%
Lenox Township	0.0111917816%
Leoni Township	0.0090926074%
Lincoln Charter Township	0.0178479538%
Lincoln Park City	0.1588803292%
Livingston County	1.3371907873%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Livonia City	0.3999768720%
Luce County	0.0638515493%
Lyon Charter Township	0.0060287256%
Mackinac County	0.0909538431%
Macomb County	7.7242005849%
Macomb Township	0.1081932941%
Madison Heights City	0.1443184148%
Manistee County	0.3120953798%
Marion Township, Livingston County	0.0001988576%
Marquette City	0.0313476613%
Marquette County	0.5388637672%
Mason County	0.2487294921%
Mecosta County	0.3321355122%
Melvindale City	0.0519698104%
Menominee County	0.1580179806%
Meridian Charter Township	0.0708027402%
Midland City	0.3023071472%
Midland County	0.5384703258%
Milford Charter Township	0.0064275489%
Missaukee County	0.1002815458%
Monitor Charter Township	0.0044174736%
Monroe Charter Township	0.0119729252%
Monroe City	0.2101937979%
Monroe County	1.5316423152%
Montcalm County	0.6212351900%
Montmorency County	0.0880221572%
Mount Clemens City	0.0503004024%
Mount Morris Charter Township	0.0248988150%
Mount Pleasant City	0.0357778255%
Mundy Charter Township	0.0150794621%
Muskegon Charter Township	0.0360868180%
Muskegon City	0.1748185396%
Muskegon County	1.7053905386%
Muskegon Heights City	0.0500451306%
New Baltimore City	0.0480441296%
Newaygo County	0.4671261358%
Niles City	0.0583312847%
Niles Township	0.0215348319%
Northville Charter Township	0.0836973671%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Oceana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%
Westland City	0.3261711153%
Wexford County	0.2986947723%

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Preliminary Allocation Percentage
White Lake Charter Township	0.0585435626%
Wixom City	0.0369421752%
Woodhaven City	0.0571927749%
Wyandotte City	0.0976772465%
Wyoming City	0.2554463949%
Ypsilanti Charter Township	0.0578793100%
Ypsilanti City	0.0898598214%
Zeeland Charter Township	0.0061508332%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000003%

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

## Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Ada Township	
Adrian City	
Alcona County	Yes
Alger County	Yes
Algoma Township	
Allegan County	
Allen Park City	
Allendale Charter Township	
Alpena County	Yes
Alpine Charter Township	
Ann Arbor City	
Antrim County	Yes
Antwerp Township	
Arenac County	Yes
Auburn Hills City	
Bangor Charter Township	
Baraga County	Yes
Barry County	
Bath Charter Township	
Battle Creek City	
Bay City	
Bay County	Yes
Bedford Township	
Benton Charter Township	
Benzie County	Yes
Berkley City	
Berrien County	Yes
Beverly Hills Village	
Big Rapids City	
Birmingham City	
Bloomfield Charter Township	
Branch County	Yes
Brandon Charter Township	
Brighton Township	
Brownstown Charter Township	



Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Burton City	
Byron Township	
Cadillac City	
Caledonia Charter Township	
Calhoun County	Yes
Cannon Township	
Canton Charter Township	Yes
Cascade Charter Township	
Cass County	Yes
Charlevoix County	Yes
Cheboygan County	Yes
Chesterfield Charter Township	
Chippewa County	Yes
Clare County	
Clawson City	
Clinton Charter Township	Yes
Clinton County	Yes
Coldwater City	
Commerce Charter Township	
Comstock Charter Township	
Cooper Charter Township	
Crawford County	Yes
Davison Township	
Dearborn City	
Dearborn Heights City	
Delhi Charter Township	
Delta Charter Township	
Delta County	Yes
Detroit City	Yes
Dewitt Charter Township	
Dickinson County	Yes
East Bay Township	
East Grand Rapids City	
East Lansing City	Yes
Eastpointe City	
Eaton County	Yes
Egelston Township	
Emmet County	
Emmett Charter Township	

## Exhibit C - Litigating Local Governments

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Escanaba City	Yes
Farmington City	
Farmington Hills City	
Fenton Charter Township	
Fenton City	
Ferndale City	
Flat Rock City	
Flint Charter Township	
Flint City	Yes
Flushing Charter Township	
Fort Gratiot Charter Township	
Fraser City	
Frenchtown Charter Township	
Fruitport Charter Township	
Gaines Township, Kent County	
Garden City	
Garfield Charter Township	
Genesee Charter Township	
Genesee County	Yes
Genoa Township	
Georgetown Charter Township	
Gladwin County	
Gogebic County	
Grand Blanc Charter Township	
Grand Haven Charter Township	
Grand Haven City	
Grand Rapids Charter Township	
Grand Rapids City	Yes
Grand Traverse County	Yes
Grandville City	
Gratiot County	Yes
Green Oak Township	
Grosse Ile Township	
Grosse Pointe Park City	
Grosse Pointe Woods City	
Hamburg Township	
Hamtramck City	
Harper Woods City	
Harrison Charter Township	Yes

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Hartland Township	
Hazel Park City	
Highland Charter Township	
Highland Park City	
Hillsdale County	Yes
Holland Charter Township	
Holland City	
Holly Township	
Houghton County	Yes
Huron Charter Township	Yes
Huron County	
Independence Charter Township	
Ingham County	Yes
Inkster City	
Ionia City	
Ionia County	Yes
Iosco County	Yes
Iron County	Yes
Iron Mountain City	Yes
Isabella County	Yes
Jackson City	Yes
Jackson County	
Kalamazoo Charter Township	
Kalamazoo City	
Kalamazoo County	Yes
Kalkaska County	
Kent County	Yes
Kentwood City	
Keweenaw County	
Lake County	Yes
Lansing City	Yes
Lapeer County	
Leelanau County	Yes
Lenawee County	Yes
Lenox Township	
Leoni Township	
Lincoln Charter Township	
Lincoln Park City	
Livingston County	Yes

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Livonia City	Yes
Luce County	Yes
Lyon Charter Township	
Mackinac County	
Macomb County	Yes
Macomb Township	
Madison Heights City	
Manistee County	Yes
Marion Township, Livingston County	
Marquette City	
Marquette County	Yes
Mason County	Yes
Mecosta County	
Melvindale City	
Menominee County	
Meridian Charter Township	
Midland City	
Midland County	
Milford Charter Township	
Missaukee County	
Monitor Charter Township	
Monroe Charter Township	
Monroe City	
Monroe County	Yes
Montcalm County	Yes
Montmorency County	Yes
Mount Clemens City	
Mount Morris Charter Township	
Mount Pleasant City	
Mundy Charter Township	
Muskegon Charter Township	
Muskegon City	
Muskegon County	Yes
Muskegon Heights City	
New Baltimore City	
Newaygo County	Yes
Niles City	
Niles Township	
Northville Charter Township	Yes

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Norton Shores City	
Novi City	
Oak Park City	
Oakland Charter Township	
Oakland County	Yes
Oceana County	Yes
Oceola Township	
Ogemaw County	Yes
Ontonagon County	Yes
Orion Charter Township	
Osceola County	Yes
Oscoda County	
Oshtemo Charter Township	
Otsego County	Yes
Ottawa County	
Owosso City	
Oxford Charter Township	
Park Township, Ottawa County	
Pittsfield Charter Township	Yes
Plainfield Charter Township	
Plymouth Charter Township	
Pontiac City	Yes
Port Huron Charter Township	
Port Huron City	
Portage City	
Presque Isle County	Yes
Redford Charter Township	
Riverview City	
Rochester City	
Rochester Hills City	
Romulus City	Yes
Roscommon County	Yes
Roseville City	
Royal Oak City	
Saginaw Charter Township	
Saginaw City	
Saginaw County	Yes
Sanilac County	Yes
Sault Ste. Marie City	Yes

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
Schoolcraft County	
Scio Charter Township	
Shelby Charter Township	
Shiawassee County	Yes
South Lyon City	
Southfield City	
Southfield Township	
Southgate City	
Spring Lake Township	
Springfield Charter Township	
St Clair County	Yes
St Joseph County	
St. Clair Shores City	
Sterling Heights City	Yes
Sturgis City	
Summit Township, Jackson County	
Superior Charter Township	
Taylor City	
Texas Charter Township	
Thomas Township	
Traverse City	Yes
Trenton City	
Troy City	
Tuscola County	Yes
Tyrone Township, Livingston County	
Union Charter Township	
Van Buren Charter Township	Yes
Van Buren County	
Vienna Charter Township, Genesee County	
Walker City	
Warren City	Yes
Washington Township, Macomb County	
Washtenaw County	Yes
Waterford Charter Township	
Wayne City	Yes
Wayne County	Yes
West Bloomfield Charter Township	
Westland City	Yes
Wexford County	Yes

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Litigating Local Government
White Lake Charter Township	
Wixom City	
Woodhaven City	
Wyandotte City	
Wyoming City	
Ypsilanti Charter Township	
Ypsilanti City	
Zeeland Charter Township	
Blackman Charter Township	
Detroit Wayne Mental Health Authority	Yes
Total	



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

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

**Subject:** Proposed Answers to Wendbrook FAQs.

**Date:** July 28, 2023

Attached is the proposed "Wendbrook Property Acquisition Update – FAQs" prepared by subcommittee members George, Kecskemeti, and O’Gorman for Council’s review and consideration.

**Suggested Resolution:**

Be it resolved, the Beverly Hills Village Council authorizes the publication of the Wendbrook FAQs as submitted by the subcommittee.

Attachment





# Wendbrook Property Acquisition Update - FAQs

## August 1, 2023

The Michigan Natural Resources Trust Fund (MNRTF) recommended the Michigan DNR award the Village a grant to acquire the Wendbrook property as a park. Funding to acquire the property is a combination of grant funding and a grant match funded through a donation.



This document seeks to answer the frequently asked questions related to the ongoing consideration to acquire the Wendbrook property

(link on village website: TBD)

May 20, 2023 A community forum was held to provide background

(link on village website: [https://www.Villagebeverlyhills.com/news\\_detail\\_T8\\_R448.php](https://www.Villagebeverlyhills.com/news_detail_T8_R448.php))





# Wendbrook Property

## Information & Background

- 1) 8+ acres on the Rouge River
  - 30815 Wendbrook Lane, Beverly Hills
- 2) ~800 feet of river frontage
  - ~300 of which includes both banks
- 3) Includes ~4,500 sqft house
  - to be renovated for community use or removed

Purchased for \$2M by the White family

- Mr. White is a seated councilman

Property is being considered for acquisition

- \$1M Michigan DNR grant awarded
- \$1M White family's property value donation

to be acquired as a nature park

A nature park would not include recreational fields or courts but provide access for residents to experience the river and surrounding area including recreational activities like hiking and kayaking, and not under the same deed restrictions as nature preserves.

As the Village continues through the DNR grant process, additional information will be available through the Village communication channels (web and print materials, etc).





# Frequently Asked Questions



## **1. What is required to open the Wendbrook property as a park if the grant funding is secured and acquired by the Village?**

To open the park after acquiring the land, the following is required:

- \$219.50 + mounting - Signage identifying DNR as funding source
- A plan for the house on the property (see question #2 for house disposition)
- More details are expected when the DNR project agreement is received by the Village (after DNR budget approval by the state)

Requirements of MNRTF grant funded acquisitions:

*Land acquired with MNRTF assistance and any recreation facilities on that land, as well as land and water access ways, must be open to the general public and maintained for public outdoor recreation in perpetuity (Board Policy 94.1).*

Requirements stipulated by the White family:

The Whites have stated they will place no restrictions on their donation.

## **2. How much will it cost to develop the property and house, in addition to acquisition costs, and what is the plan for funds? What will be done with the house on the property, and what are the associated costs?**

Two options exist for the house on the property, removal or renovation

- a. Renovation would be dependent on future council and community decisions and would likely be conditional on successful grant funding.
- b. Should efforts to acquire renovation funding not be successful (through the MNRTF or other) removal would be pursued.
- c. Estimations for demolition and removal\* would be expected to be between \$25,000 and \$40,000, based on \$4-10/ square foot.

(\* References: HomeTown Demolition (Michigan actual costs Rochester Hills and other communities), HomeAdvisor (Former Angie's List), Home Guide, Busschers, My Site Plan, Bob Villa.com, Bronsnan Property Solutions, Detroit Demolition Department)



# Frequently Asked Questions



## **3. *What would it take (cost) to maintain the Wendbrook property as a park, and what is the plan for funds?***

The administration estimated \$12,000 of annual maintenance costs in the MNRTF grant application.

- If the house is renovated for community use (see question #2) the property maintenance costs would increase, but increases would be expected to be largely offset by rental revenues.
- Further development of park attributes will be considered by the council and community over time into the future, and are not required by the acquisition grant.

(For Reference, Beverly Park pavilion rentals are budgeted at \$15,000 a year. Annual maintenance for Douglas Evans and Hidden Rivers is \$0, excluding proportional wages of Rangers for time on site)

## **4. *What obligations will pass through to community, specifically fixed income residents?***

The acquisition of the property would be covered by a DNR grant and the White family donation

Transaction costs to acquire the property are one time cost that can be covered by the current General Fund,  
Operating costs for the park would be within the means of the Village budget,  
Development costs are subject to grant awards and future decisions.

There is not discussion or planning for a millage or property tax increase related to the acquisition or development.

Fixed income residents' property taxes are dependent on the resident's income, property value and personal circumstances, and would not pass through as property tax increases due to the acquisition.



# Frequently Asked Questions



## 5. Does the Village Charter allow the Village to acquire the property from the White family?

The council does not currently have legal opinion on if a transaction with the White family is compliant with the Village charter. Mr. Mike White is a seated council member and part of the White family who acquired the property in a cash purchase.

- \$ 2,000,000 White family Purchase
- \$ 1,000,000 The DNR acquisition grant funding to cover the property acquisition as a park.
- \$ 1,000,000 The White family donation of \$1M of their property value  
(donation includes the required 25% match of the property purchase for the grant)
- \$ - 0 - Village funds required for property purchase
- + \$ TBD The Village will be responsible for closing costs and related professional services.

A nonbinding letter of intent has been signed by the White family with the Six Rivers Land Conservancy and was attached to the grant application submitted to the MNRTF, a further commitment of a \$1M donation of the White family property value has been made by Mrs. White in a village council meeting.

The Charter section in question is Chapter 5, section 10, "Financial Interest in Contract or Purchase"

Subsection a:

*No contract or purchase involving an expenditure in excess of One Hundred dollars (\$100.00) shall be made by the Village in which any elective or appointive officer, or any member of a Village board or commission created by or pursuant to this Charter, or any member of their family, has any financial interest, direct or indirect, other than the common public interest.*

Two Appraisals are needed to meet grant requirements.

Assuming appraisals are returned at \$1.33M or greater (\$1M grant funding (75%) + 25% match) the property acquisition will be 100% covered by grant funding and donations (not including closing costs and professional services).

Excerpt from Acquisition Grant Project Procedures Document:

**"Do not begin the appraisal** until due diligence and a 40-year title search on the property have been completed and approved by the DNR and your project agreement has been executed by both parties."



# Frequently Asked Questions



## 6. *What is the impact on the Village property tax revenue?*

- Based on current tax bills
  - Southfield Township will collect 38.9539 mills (for schools, county, etc)
  - The Village will collect 13.7310 mills (for public safety, general fund, etc)  
For example, a homestead property with a state equalized value (SEV) of \$750,000 the Village revenue would be ~\$10,300.  
(In future communications the taxes due on the Wendbrook property will be published)
- If the property were developed into multiple homes, the Village would expect higher revenues from property taxes, those values would be subject to the housing development.

## 7. *How did we get here?*

The home has been vacant for ~20 years, residents in the area proposed an opportunity to convert the land to a park for the community.

- Fall 2021 - The White family and Six Rivers Land Conservancy discussed the opportunity to acquire the Wendbrook property and provide it to the Village through a DNR grant and a personal donation by the White family.
- February 2022 - The Village council hired Six Rivers Land Conservancy to assist with grant process to acquire the property, approved with a unanimous vote by the Village council.
- April 2022 - Six Rivers Land Conservancy submitted the application to the MNRTF (that recommends grants to the Michigan DNR).
- June 2022 - Village clerk/assistant village manager, Six Rivers Land Conservancy land protection manager and the Village council president presented the project to the MNRTF board in an open public meeting\*.
- December 2022 – Village clerk/assistant village manager, Six Rivers Land Conservancy director and the Village council president attended the open public meeting where acquisition grant projects were deliberated by the MNRTF board\*. (Mr. White and Mrs. Hrydziusko were present as observers)
- June 2023 - Mrs. White announced the White family would provide \$1M of the property value as a donation, in addition to the \$1M DNR grant, to acquire the park.

(\*- MNRTF board meeting minutes are available through links at the bottom of their website: <https://www.michigan.gov/dnr/about/boards/mnrtf>)



# Next Steps & Community Information Resources



**As the Village continues through the DNR grant process, additional information will be available through the Village communication channels (web and print materials, etc)**

For timelines and expected steps see the May 20, 2020 community forum materials  
(link on village website: [https://www.Villagebeverlyhills.com/news\\_detail\\_T8\\_R448.php](https://www.Villagebeverlyhills.com/news_detail_T8_R448.php))

More information on Michigan Natural Resources Trust Fund (MNRTF) information can be found here:  
(Michigan DNR link: <https://www.michigan.gov/dnr/buy-and-apply/grants/rec/mnrtf>)

Village Council Agendas, Packets, and Meeting Minutes (on left “Related Links”)  
(link on village website: <https://www.villagebeverlyhills.com/government/council/>)

Grant Application: River Rouge Acquisition – Village of Beverly Hills (The Wenbrook property)  
(link on village website:  
[https://www.villagebeverlyhills.com/document\\_center/Government/Council/DRAFT%20DNR%20TF%20grant%20app%20Beverly%20Hills%203-8-22.pdf](https://www.villagebeverlyhills.com/document_center/Government/Council/DRAFT%20DNR%20TF%20grant%20app%20Beverly%20Hills%203-8-22.pdf))



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

**From:** Jeff Campbell, Village Manager

**Subject:** Manager's Report

**Date:** July 28, 2023

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#### **Park Events in August**

The Concert in the Park series continues on August 4, 2023 at Beverly Park. Northgate Drive will be performing. The show begins at 7:00 p.m. The Flavors Food Truck will be on site with food available for purchase.

Movie night in the Park will occur on Thursday, August 17, 2023 at dusk. Kona Ice will be on site for Movie Night.

The next Java & Jazz performance will take place on August 20, 2023 at the Beverly Park Pavilion. That show starts at 9 a.m. and wraps up at 12:00 p.m.

#### **Municode Update**

Members of the Village Administration and the Village Attorney met with an attorney who works with Municode who went through the Village's ordinances to ensure compliance with State laws and review what ordinances might require amendments. In the next month or so, the Administration will present recommended ordinance changes prior to publishing the ordinance on the website.

#### **Summer Tax Bills**

Summer tax bills went out to residents and businesses in July. Please consider this the first reminder that summer tax bills are due back to Southfield Twp. by September 14, 2023. Both bills are payable to Southfield Township.



### **Roundabout Construction Update**

The Roundabout construction at the intersection of Beverly Road and Greenfield remains on schedule. The curbs have been installed. The base layer and grading of the road has been finished as well. It is anticipated that in the next couple of weeks, weather permitting, the sidewalks will be installed, restoration to the area will begin, and the final road will be completed. The construction project is scheduled to be completed by August 25, 2023.

# **Beverly Hills Public Safety**

## **Activity Report**

### **July 13<sup>th</sup> to July 27<sup>th</sup> 2023**

#### **CALLS FOR SERVICE**

- **315 Calls for Service.**
- **70 Tickets issued.**
- **11 Arrests.**
- Medical on Coryell.
- Crime Prevention on Southfield.
- Welfare Check in Huntley Square Apartments.
- Radar Detail on 14 Mile.
- Medical on Beechwood.
- Crime Prevention at the Corners Shopping Mall.
- Natural Gas Leak on Carriage.
- Road Hazard on Southfield.
- Traffic Accident on Faircrest.
- Beverly Park closed for the night.
- Crime Prevention around Robinhood and Friar Tuck.
- Medical on Reedmere.
- Traffic Enforcement at Lahser and Nottingham.
- Crime Prevention in the Georgetown Subdivision.
- Open garage door investigated on Pebblestone.
- Crime Prevention around Wilshire and Sunset.
- Noise Complaint on Southfield.
- Crime Prevention at Beverly Park.
- Medical on Lauderdale.
- Medical at the Corners Shopping Mall.
- Traffic Accident at 13 Mile and Evergreen.
- Medical on Embassy.
- Medical at Mission Point.
- Citizen Assist on Meadow.
- Odor Investigation on Kinross.
- Extra Patrol in Beverly Park.
- Crime Prevention on 14 Mile.
- Animal Complaint on 13 Mile.
- Crime Prevention around 13 Mile and Greenfield.
- Radar Detail on Evergreen.
- Beverly Park closed for the night.

- Officers stopped a driver for a minor traffic violation at Southfield and 13 Mile. The driver was arrested for warrants and Driving While License Suspended.
- Crime Prevention on Greenfield.
- Radar detail on Southfield.
- Crime Prevention in Huntley Square Apartments.
- Traffic Enforcement at 14 Mile and Pierce.
- Traffic Enforcement at Bates and Birwood.
- Traffic Enforcement at 13 Mile and Tremont.
- Suspicious Persons at 13 Mile and Southfield.
- Medical at Mission Point.
- Alarm on Southfield.
- Crime Prevention on Beverly.
- Citizen Assist on West Valley Woods.
- Lost Property found on Waltham.
- Suspicious Person on Greenfield.
- Natural Gas Leak on Verona.
- Assisted Southfield PD with traffic accident at 13 Mile and Southfield.
- Alarm on Bellvine Trail.
- Fire Alarm on Georgetown.
- Suspicious Person on Sheridan.
- Assist Motorist on 13 Mile.
- Suspicious Person on Auburn.
- Radar Detail on 14 Mile.
- Traffic Enforcement at Greenfield and Verona.
- Traffic Enforcement Evergreen.
- Suspicious Person on Saxon.
- Beverly Park closed for the night.
- Reckless Driving reported on Lahser.
- Traffic Enforcement on 14 Mile.
- Traffic Detail at Southfield and 13 Mile.
- Crime Prevention in the Huntley Square Apartments.
- Crime Prevention in the Corners Shopping Mall.
- Extra Patrol in the Huntley Square Apartments.
- Crime Prevention around 14 Mile and Robinhood.
- Traffic Enforcement at Pierce and Dunblaine.
- Alarm on 13 Mile.
- Found Property reported on Chelton.
- Medical at Mission Point.
- Medical on Embassy.
- Traffic Detail at Lahser and 14 Mile.
- Damage to Mailbox on Plumwood.
- Medical on Locherbie.

- Medical at Mission Point.
- Alarm at Groves High School.
- Fire Truck Checks at the station.
- Suspicious Circumstances at Greenfield and Auburn.
- Suspicious Circumstances at Birwood and Edgewood.
- Neighborhood Trouble on Saxon.
- Officers stopped a driver for a minor driving violation at 13 Mile and Southfield. The driver was arrested for Driving While License Suspended and was taken into custody without incident.
- Alarm on Friar tuck Lane.
- Motorist Assist on Southfield.
- Family Trouble on Birwood.
- Suspicious Circumstances at Mission Point.
- Animal Complaint at Buckingham and Southfield.
- Traffic Enforcement at Greenfield and Verona.
- Crime Prevention at the Corners Shopping Mall.
- Traffic Enforcement at Beaconsfield and Saxon.
- Medical on Medford.
- Beverly Park closed for the night.
- Traffic Enforcement at 13 Mile and Greenfield.
- Crime Prevention around Eastlady and Breezewood.
- Crime Prevention around Normandale and Gates.
- Crime Prevention around Metamora and Sleepy Hollow.
- Traffic Enforcement at Ronsdale and Evergreen.
- Radar Detail on Southfield.
- Extra Patrol at Groves High School.
- Traffic Enforcement at Riverside and Faircrest.
- Traffic Enforcement at Greenfield and Verona.
- Structure Fire Mutual Aid in Oak Park.
- Medical on Elizabeth.
- Officers picked up a subject From Berkley PD on a criminal warrant. The arrest was without incident.
- Officers picked up a subject From Farmington Hills PD on a criminal warrant. The arrest was without incident.
- Crime Prevention at Market Fresh.
- Medical at Mission Point.
- Fraud reported on Bellvine Trail.
- Traffic Accident on Bedford.
- Fraud reported on Beverly.
- Extra Patrol around 14 Mile and Robinhood.
- Traffic Enforcement at Greenfield and Verona.

- Traffic Enforcement at Pierce and Dunblaine.
- Radar Detail on 14 Mile.
- Citizen Assist on Woodhaven.
- Beverly Park closed for the night.
- Suspicious Vehicle in the Corners Shopping Mall.
- Suspicious Persons in Beverly Park.
- Crime Prevention at Groves High School.
- Suspicious Vehicles on Rivers Edge.
- Traffic Enforcement at Southfield and 13 Mile.
- Traffic Enforcement at 13 Mile and Lincolnshire.
- Traffic Enforcement at 13 Mile and Wendbrook.
- Traffic Enforcement at 13 Mile and Evergreen.
- Peace Officer Detail at the police station.
- Crime Prevention around Beechwood and Sheridan.
- Traffic Enforcement at 13 Mile and Lahser.
- Crime Prevention at Queen of Martyrs.
- Traffic Enforcement at 14 Mile and Southfield.
- Suspicious Person at 13 Mile and Lahser.
- Extra Patrol pm Rivers Edge.
- Suspicious Persons on Greenfield.
- Radar Detail on 14 Mile.
- Assist Royal Oak PD with identifying a stolen auto from our jurisdiction.
- Stolen Auto reported at Huntley Square Apartments.
- Medical on Greenfield.
- Assault at Mission Point.
- MDOP at Mission Point.
- Suspicious Circumstances in the Huntly Square Apartments.
- Suspicious Persons at Groves High School.
- Crime Prevention around Rivers Edge and 13 Mile.
- Crime Prevention at Berkshire School.
- Traffic Enforcement at Greenfield and Verona.
- Officers stopped a driver for a minor traffic violation at Pierce and Birwood. The driver was arrested for warrants and Driving While License Suspended. The arrest was without incident.
- Suspicious Vehicles on Birwood.
- Beverly Park closed for the night.
- 911 Hang Up and welfare check on Topper Court.
- Traffic Accident on Dunblaine and Southfield.
- Crime Prevention around Huntley Square Apartments.
- Crime Prevention around 14 Mile and Robinhood.
- Medical on Pierce.

- Motorist Assist on 13 Mile.
- Informational Reported taken at the station.
- Traffic Enforcement at 13 Mile and Embassy.
- Medical on Beverly.
- Traffic Enforcement on Beaconsfield and Riverside.
- Suspicious Circumstance on Kirkshire.
- Traffic Enforcement on Evergreen and Waltham.
- Radar Detail on 14 Mile.
- Medical on Arlington.
- Beverly Park closed for the night.
- Extra Patrol in Huntley Square Apartments.
- Welfare Check on Pierce.
- Suspicious Person at the Flagstar Bank.
- Crime Prevention around Smallwood and Plumwood.
- Crime Prevention around 14 Mile and Pierce.
- Officer attempted to stop a vehicle for reckless driving and the driver fled at a high rate of speed at 13 Mile and Southfield. The Officers terminated the chase from 13 Mile and Southfield without incident.
- Crime Prevention in the Georgetown Subdivision.
- Suspicious Vehicle on Devonshire.
- Motorist Assist on Southfield.
- Vehicle Lockout on Southfield.
- Operation Medicine Cabinet.
- Suspicious Circumstances at Greenfield and Beverly.
- Officers stopped a driver for a minor traffic violation at 13 Mile and Southfield. The driver was arrested for Driving While License Suspended and taken into custody without incident.
- Parking Complaint on Elwood.
- Assisted Oakland County Road Commission with traffic lights out at Southfield and Beverly.
- Medical at Mission Point.
- Traffic Enforcement at Beverly and Southfield.
- Medical on Kirkshire.
- Traffic Enforcement at Beverly and Verona.
- Sudden Death on Pickwick.
- Family Trouble on Robinhood.
- Beverly Park closed for the night.
- Crime Prevention at Groves High School.
- Extra Patrol in Beverly Park.
- Parking Complaint at Madison and Auburn.
- Crime Prevention around Camelot and Sleepy Hollow.
- Wires Down on Riverside,

- Alarm on 13 Mile.
- Fire Truck Checks at the station.
- Medical on Southfield.
- Alarm on Stellamar.
- Traffic Accident on 13 Mile and Lahser.
- Traffic Enforcement at Beverly and Pierce.
- Car Seat installed at the station.
- Crime Prevention around Bellvine Trail.
- Extra Patrol at Groves High School.
- Extra Patrol at Beverly Park.
- Parking Complaint at Riverside Park.
- Crime Prevention around Locherbie and Bates.
- Motorist Assist at 13 Mile and Lahser.
- Extra Patrol at Premier Pets.
- Extra Patrol in the Huntley Square Apartments.
- Open garage investigated on Birwood.
- Crime Prevention around Nottingham and Archers Lane.
- Radar Detail on 14 Mile.
- Crime Prevention around Riverside and Faircrest.
- Radar Detail on Southfield.
- Radar Detail on Beverly and Southfield.
- Radar Detail on Lahser and Hampton.
- Suspicious Persons in Huntley Square Apartments.
- Suspicious Person at Mission Point.
- Radar Detail on 14 Mile.
- Operation Medicine Cabinet.
- Officers stopped a driver for a minor traffic violation at Lahser and 14 Mile. The driver was arrested for two felony warrants from the MSP and turned over to them without incident.
- Fraud reported on Stellamar.
- Traffic Accident on Southfield.
- Suspicious Person at Mission Point.
- Animal Complaint on Westlady.
- Extra Patrol at Beverly Park.
- Crime Prevention around Greenfield and Verona.
- Traffic Accident on Southfield.
- Suspicious Circumstances at Mission Point.
- Extra Patrol in the Huntley Square Apartments.
- Radar Detail on 14 Mile and Bellvine Trail.
- Crime Prevention on Kinross.
- Suspicious Vehicles at the Corners Shopping Mall.

- Officers stopped a driver for a minor traffic violation at Southfield and 13 Mile. The driver was arrested for warrants and Driving While License Suspended. The arrest was without incident.
- Crime Prevention at Groves High School.
- Crime Prevention around Sheridan and 13 Mile.
- Crime Prevention around Metamora and Lahser.
- Crime Prevention around Pierce and Buckingham.
- Officers stopped a driver for a minor traffic violation at Lahser and 13 Mile. The driver was arrested for warrants and Driving While License Suspended. The arrest was without incident.
- Animal Complaint on Devonshire.
- Alarm on 13 Mile.
- Larceny from a vehicle reported at the Beverly Hills Club.
- Officer 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.
- Larceny from a vehicle reported at Medical Village.
- Knox Box installed on 14 Mile.
- Suspicious Person at Market Fresh.
- Extra Patrol at Berkshire School.
- Traffic Enforcement at Greenfield and Verona.
- Disturbing the Peace at Beverly Park.
- Officers stopped a driver for a minor traffic violation at 13 Mile and Huntley. The driver was arrested for Driving While License Suspended and Resisting Arrest. The suspect was taken into custody without any injuries.
- Crime Prevention around 14 Mile and Robinhood.
- Suspicious Person at 14 Mile and Lahser.
- Carbon Monoxide Alarm on Bedford.
- Fire Alarm on Nixon.
- Beverly Park closed for the night.
- Medical at Mission Point.
- Extra Patrol around 13 Mile and Lincolnshire.
- Crime Prevention at Groves High School.
- Traffic Enforcement at Southfield and Beverly.
- Crime Prevention around Bates and Buckingham.
- Extra Patrol in Huntley Square Apartments.
- Carbon Monoxide Alarm on Bedford.
- Motorist Assist at Southfield and Kirkshire.
- Traffic Enforcement on Southfield.



- Extra Patrol at Groves High School.
- Extra Patrol in Medical Village.
- Crime Prevention on 13 Mile.
- Extra Patrol at Beverly Hills Club.
- Medical on Kennoway.
- Crime Prevention at Market Fresh.
- Crime Prevention at Beverly Park.
- Medical at Mission Point.
- Motorist Assist at 13 Mile and Lahser.
- Road Hazard removed from Nottingham.
- Medical on Nixon.
- Crime Prevention at the Corners Shopping Mall.
- Wires Down on Evergreen.
- Medical at Mission Point.
- Wires Down on Sunnyslope.
- Radar Detail on Beverly.
- Traffic Enforcement at Beverly and Norchester.
- Traffic Enforcement at 14 Mile and Lahser.
- Traffic Enforcement at 13 Mile and Greenfield.
- Crime Prevention at Beverly School.
- Road Hazard removed from 13 Mile.
- Crime Prevention around Beaconsfield and Hillcrest.
- Suspicious Person on 13 Mile.
- Crime Prevention at Groves High School.
- Crime Prevention at Beverly Hills Academy.
- Crime Prevention around Plantation and Panay.
- Abandoned Automobile at 13 Mile and Lahser.
- Road Hazard removed on Embassy.
- Animal Complaint on Foxboro Way.
- Crime Prevention at Acacia Cemetery.
- Crime Prevention at Detroit Country Day School.
- Medical on Woodhaven.
- Police Training at the station.
- Extra Patrol in Huntley Square Apartments.

### **Fire and Emergency Medical Services**

- 23 EMS and Medical calls.
- 3 Wires Down calls.
- 2 Fire Alarm calls.
- 1 Knox Box installation.
- 2 Carbon Monoxide alarm calls.
- 1 Natural Gas Leak.

- 1 Odor Investigation.
- 4 Weekly Apparatus Checks.
- 1 Structure Fire response for Mutual Aid in Oak Park.
- CFIRS Training Records entered.
- Fire Training for Ladders
- Supervise Midnight Platoons 3 and 4.

### **Detective Bureau and School Liaison**

- Court innovations at 46th District Court.
- Pediatric Airway EMS training.
- Ladders fire training.
- Risk management Police/Fire training.
- Balagna SWAT training 7/19-7/26.
- Evidence (Suspected drugs) dropped off at OC. Forensic Lab for testing.
- Sent Possession of controlled substance to OC Prosecutor's Office.
- Taser certification training for new hire.
- In-custody arraignment for felony resist police Officer/DWLS.
- 2-OWI (drunk driving) citations issued.
- DNA obtained from Royal Oak Police-UDAA.
- Closed out Market Fresh retail fraud/Trespass.
- Subpoena obtained for Nordstrom Scam/Fraud case.
- CSC (criminal sexual conduct fourth degree) suspect booked and printed at Oakland County Jail.
- Received multiple reports at the desk.
- Submitted complaints to LARA-Mission Point.
- Assault cases denied by Village Attorney-Mission Point.
- Follow up with Novi PD and Auburn Hills PD regarding larceny case.
- DNA taken to OC Forensic Lab.

### **Have a disability? What to know about Medicaid and scams**

- By Carol Kando-Pineda
- Attorney, FTC's Division of Consumer and Business Education

- July 13, 2023
- 
- Every July, Disability Pride Month is a powerful reminder about the importance of disability rights. This July, it's also a time to talk about Medicaid renewal scams that could affect millions of people with disabilities.
- 
- To make sure people had insurance during the pandemic, states had to keep people enrolled in Medicaid — but that requirement has been phased out.
- 
- So where do scams come in? Well, people eligible for Medicaid now have to re-enroll. If they are not eligible for Medicaid, they need to find new insurance. And that means scammers will start targeting those people — including people with disabilities.
- 
- To avoid the scams, here is what to know:
- 
- Medicaid will not charge you to renew or enroll. Your state Medicaid agency may call, text, or email you to renew. But it will not ask for money or information like your credit card or bank account number. Learn about eligibility at [Medicaid.gov/renewals](https://www.Medicaid.gov/renewals).
- Start at [HealthCare.gov](https://www.HealthCare.gov) if you need new insurance. [HealthCare.gov](https://www.HealthCare.gov) compares insurance plans, coverage, prices, and your eligibility. It only asks for your monthly income and age to give you a price quote. Do not share your bank account or credit card number to get a quote for health insurance. That is a scam.
- Scammers try to sell medical discount plans that are not medical insurance. Medical discount plans charge a monthly fee for supposed discounts on some medical services or products from a list of providers. They are not a substitute for health insurance. Some plans just take your money for little or nothing in return. If anyone pressures you to sign up quickly for a medical discount plan, that is a red flag.
-

- During Disability Pride Month, share this information with your friends, family, colleagues, and social networks. And if you spot a scam, tell the FTC at [ReportFraud.ftc.gov](https://www.ftc.gov/report-fraud).
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- **Cryptocurrency deposits with no returns**
- By Cristina Miranda
- Consumer Education Specialist, FTC
- July 13, 2023
- 
- Only scammers guarantee big money in crypto with no risk.
- 
- How much do you know about cryptocurrency? If your answer is “not much,” that is exactly what crypto scammers want to hear. And that is exactly who one cryptocurrency company targeted with its false and misleading claims, according to a lawsuit filed by the FTC.
- 
- The FTC’s complaint against Celsius Network LLC says the company marketed and sold financial services using YouTube and Twitter to promote marketing videos that were full of false and misleading claims. For example, Celsius claimed its crypto platform was safer and more stable than a bank. (It was not.) And it told people that depositing crypto onto its platform came with a “no risk” promise that they would earn high interest on their deposits. (A lie.) Even worse, the FTC says the company used people’s crypto deposits without permission to spend, trade, invest, or pay business expenses. When Celsius started running out of money, it blocked people’s account access, preventing them from withdrawing their crypto. Now, Celsius is in bankruptcy, and consumers are unlikely to get all their crypto back.
- 
- Here is how to avoid a cryptocurrency-related scam:
- 
- Do not trust people who make big promises or guarantees. Only scammers promise “no risk” and guarantee high returns.

- Research the company or cryptocurrency platform. Search online for the company or crypto platform name, plus “review,” “scam,” or “complaint” to see what people say.
- Know that cryptocurrency accounts are not backed by a government like traditional FDIC-backed bank accounts. If something happens to your crypto account or funds, the government may not have an obligation to step in and help get your money back.
- Learn about cryptocurrency and scams. Scammers take advantage of people’s understanding (or not) of cryptocurrency and how it works. Visit [ftc.gov/cryptocurrency](https://ftc.gov/cryptocurrency) to learn more.
- 
- **Veterans: You don’t have to pay for help filing for your benefits**
- By Gema de las Heras
- Consumer Education Specialist
- July 10, 2023
- 
- You do not have to pay to file for veterans' benefits. Get free help instead. Learn more: [benefits.va.gov/vso](https://benefits.va.gov/vso)
- 
- Scammers often pretend to help, but they are just following the money. And now that veterans and servicemembers exposed to toxic substances get expanded benefits and health care through the PACT Act, dishonest businesses and scammers are trying to get a cut.
- 
- You have seen the commercials on TV or social media about veterans’ health conditions caused by exposure to burn pits, Agent Orange, and other toxic substances. The ads offer so-called help to file a claim. The catch? They will charge you a fee, or a percentage of the benefits you get.
- 
- What they will not tell you is that you do not have to pay to apply for any type of veterans’ benefits, or that free assistance is available. So, if you are a veteran or servicemember who can use PACT Act benefits, here is how to keep what you are entitled to:

- Learn more about the role of accredited representatives and recognized Veterans Service Organizations (VSOs).
- Use the VA's Accreditation Search tool to find free help to file your claim, and to verify the credentials of anyone offering to assist you with a VA claim.
- Submit the application on your own, securely online via the Veterans Benefits Administration of the Department of Veterans Affairs (VA), or in person at a VA Regional Office. There is no cost for the forms and no fee to apply. VA will never charge you to apply for its benefits.

# Do you...

- like the outdoors, native plants, and wildlife?
- have a passion for habitat restoration?
- enjoy sharing what you learn with others?



## Become a Conservation Steward!

Conservation Stewards help protect and restore our state's diverse ecosystems and natural communities. They work with naturalists, biologists, and land managers to restore spring ephemerals, bring back rare grasslands, and protect frog habitat. This program will help you gain the skills needed to contribute to land and water stewardship and educational efforts in your local area. Participants also create their own conservation networks by interacting with fellow participants and staff of local conservation organizations.

Classroom and online sessions deliver the foundations of conservation, and local field experiences guide students through forestland, grassland, wetland, lake, and stream environments. Participants work on capstone projects with other students to help them apply what they learn to real-world conservation needs in their communities.

The Conservation Stewards Program is administered by Michigan State University Extension and planned and delivered in partnership with local conservation networks.

### Course Themes

- Foundations of Conservation: Heritage, Ecology & Society and Conservation
- Terrestrial, Wetland, and Aquatic Ecosystems
- Natural Communities of Michigan

### Course Offering

Offered every other year in various regions in Michigan. Course location is dependent on support from local conservation organizations.

### Course Instructors

Professional-level instruction is provided by Michigan State Extension, Michigan Natural Features Inventory, and local experts.



LEARN MORE

[www.canr.msu.edu/csp](http://www.canr.msu.edu/csp)

