

Village of Beverly Hills
Regular Village Council Meeting
Tuesday, November 21, 2023

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

Zoom link: <https://us02web.zoom.us/j/81946248202>

Meeting ID: 819 4624 8202

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 November 7, 2023.
2. Review and file **bills** recapped as of Monday, November 20, 2023.
3. Review and consider Parks & Recreation Board's **recommendation** to host 2024 Java & Jazz series.

Business Agenda

1. Review and consider **Agreement** with HAVEN to provide support services to victims of domestic violence and sexual assault.
2. Review and consider Interlocal **Agreement** with Birmingham Public Schools for the Village of Beverly Hills School Resource Officer.
3. Review and consider awarding **bid** to Inliner Solutions for the 2024 Sewer Rehabilitation Project.
4. Review and consider awarding **bid** to Trojan Development Company for Pump Station Project.
5. Review and consider FY 23-24 Budget **Amendments**.
6. Infrastructure updates
 - a. Safe Routes to School and TAP Grant Projects
 - b. Sidewalk Trip Hazard Pilot Project
 - c. Riverside Bridge
 - d. Tree Inventory

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

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.

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REGULAR COUNCIL MEETING MINUTES – NOVEMBER 7, 2023 – PAGE 1

Present: President George; President Pro-Tem Hrydziuszko; Members: Abboud, Drummond, Kecskemeti, and Mooney

Absent: O’Gorman

Also Present: Village Manager, Campbell
 Village Clerk/Assistant Manager, Rutkowski
 Village Attorney, Ryan
 Public Safety Director, Torongeau
 Finance Director, McCarthy
 Planning/Zoning Administrator, Stec

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 Hrydziuszko, to approve the agenda as published.

Motion passed.

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

Tim Luke, Nixon, asked whether there were plans for planting trees and for Beverly Park. He said that Wendbrook has been on the Council’s agenda several times this year, but Beverly Park has not. He asked about the status of the infrastructure plans.

CONSENT AGENDA

Motion by Mooney, second by Hrydziuszko, be it resolved, the consent agenda is approved. Mooney noted that the October 17, 2023 minutes would be approved as amended per the Clerk’s note that there was a typo on page 4 of the draft minutes.

1. Review and consider approval of minutes of a regular Council meeting held October 17, 2023.
2. Review and file bills recapped as of Monday, October 23, and Monday, November 6, 2023.
3. Review and consider request from the Groves Orchestra to host the Forte 5K at Beverly Park and on Village Streets on May 5, 2024.

Roll Call Vote:

Motion passed (6-0)

BUSINESS AGENDA

REVIEW AND CONSIDER SUBCOMMITTEE’S RECOMMENDATION FOR AN APPOINTMENT ON THE PLANNING COMMISSION

There is a vacancy on the Planning Commission for a partial term ending June 30, 2024. The Village received four applications to fill the vacancy.

Drummond provided an overview. A subcommittee consisting of members Drummond, Abboud, and George met with applicants prior to the regular meeting and a recommendation was made to appoint Danielle Gutierrez to the Planning Commission. He thanked all of the applicants who were interested in the position.

Motion by Drummond, second by Hrydziusko, be it resolved, the Beverly Hills Village Council appoints Danielle Gutierrez to the Planning Commission for a partial term ending June 30, 2024.

Roll Call Vote:
Motion passed (6-0)

George thanked everyone who applied.

REVIEW AND CONSIDER BEVERLY HILLS LIONS CLUB'S REQUEST TO HOST CANDY CANE COLLECTION FROM NOVEMBER 22 TO DECEMBER 23, 2023

Campbell gave an overview. Village Administration received a request from the Beverly Hills Lions Club asking to host their annual Candy Cane Collection from November 22 – December 24, 2023 in the Village of Beverly Hills. The Lions Club is a non-profit organization that has been soliciting donations to help organizations that support the hearing and vision impaired for numerous years. A request letter from the Lions Club was included in the meeting packet.

Dennis and Margaret Alberts, Candy Cane Collection Co-Chairs, Beverly Hills Lions Club, were in attendance via Zoom and provided more information about the request. They noted that they have already received permission from the property owners to collect donations during the daylight hours. They requested that the information about the collection be shared on the sign outside of the Village Offices. They thanked the Council for their support over the years.

Motion by Mooney, second by Abboud, be it resolved, the Beverly Hills Village Council approves the request from the Beverly Hills Lions Club to solicit donations for their annual Candy Cane Collection from November 22 to December 24, 2023 and the following notice will be placed on the display sign outside of the Village Offices, as long as there is no conflict: "Support Lions Candy Cane Collection November 22 to December 24" provided that a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's Office prior to the collection.

Roll Call Vote:
Motion passed (6-0)

REVIEW AND FILE 2022-2023 AUDIT PRESENTATION FROM PLANTE MORAN

Campbell provided an overview of the annual audit.

Rumzei Abdallah and Allison Wilk, Plante Moran, were present and provided a report on their audit findings. Abdallah went over the Financial Statement and PowerPoint presentation, which were included in the meeting packet.

Abdallah thanked the Administration for their work during the audit. He said there were no issues with the audit and no corrections that needed to be made. He noted the Village's OPEB account is

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71% funded, which is much higher than many other communities. Overall, the Village is in good financial standing.

Mooney commented on the pension funding decrease from 86% last year to 71% this year, noting that it is based on the market. He asked if the pension contribution should be increased. Abdallah stated that the Village should refer to the MERS actuarial valuation to determine that.

Mooney commented on the business-type activities debt, which is the Evergreen Farmington District debt. He clarified that the infrastructure charges are included in the sewage disposal charges on page 17 of the report. He noted that the General Fund and Public Safety Fund's fund balances are over the industry standard of 20%. He suggested paying off the fire truck with the fund balance. He commended Plante Moran for doing a nice job on the audit.

George asked if there were any areas of concern. Abdallah stated that there were no concerns.

George thanked Administration and the auditors for their hard work.

Motion by Mooney, second by Hrydziuszko, the Beverly Hills Village Council receives and files the audited financial statements from Plante Moran for Year Ending June 30, 2023.

Motion passed.

PUBLIC HEARING TO RECEIVE COMMENTS ON SPECIAL LAND USE REQUEST FOR 31535 SOUTHFIELD ROAD

Campbell provided an overview. At its September 27, 2023 meeting, after holding a public hearing on PC Case 23-08-10 Special Land Use, the Planning Commission passed a motion to recommend that Village Council approve a request to convert the former Bed Bath & Beyond building into an indoor commercial recreation facility. The proposal includes repurposing the building for thirteen indoor pickleball courts on the first floor with a mezzanine area including five golf simulator suites. The property is zoned B-1 Business. Indoor commercial recreation facilities are permitted in the B-1 district use after special approval.

The Planning Commission's September 27, 2023 recommendation included the following conditions:

1. A revised site plan addressing the following items is submitted for review by Council:
 - A dumpster enclosure is added to the plan
 - The lighting plan is revised to show the following:
 - o compliance with maximum footcandle levels at property lines abutting the R-M Multiple-Family district
 - o Any damaged light fixtures and support structures must be repaired or replaced (include specifications and details if any new fixtures are proposed)
2. All dead or dying landscape plantings are replaced per final approved plans.

The applicant has provided revised site plans dated 10/11/23 addressing the above conditions. The 10/27/23 Safebuilt Review Report, which was included in the meeting packet, provides a detailed zoning analysis including the review standards for special land use requests, and a review of the

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revised site plans confirming that the conditions of the September 27, 2023, Planning Commission motion to recommend approval have been addressed.

The approximately 40,000 square foot building is situated on a 3.1-acre site that was previously used for a single retail use (Bed Bath & Beyond). Bed Bath & Beyond went out of business in early 2023 and the building was vacated. The property is zoned B-1, Business and is also within an area of the Village Center Overlay District (VCOD) designated as “Big Box”. The VCOD designates this site as having “Medium Potential” for redevelopment. The request is exempt from the application of the VCOD because it does not propose any expansion to the existing building or the construction of any new buildings.

Per Section 22.08.300 of the Zoning Ordinance, the Village Council has final approval authority over special land use requests and the associated site plans. A public hearing shall be held before a decision is made on a special land use request. The public hearing has been advertised in compliance with the Procedure of Notice required by Section 22.08.300 of Chapter 22 “Zoning”. Upon conclusion of the public hearing, the Village Council shall deny, approve, or approve with conditions requests for special land use approval. The decision on a special land use request shall be incorporated in a statement of conclusions relative to the proposed use under consideration. The decision shall specify the basis for the decision, and any conditions imposed. The approval standards for special land use requests are outlined in the 10/27/23 Safebuilt review report.

George opened the public hearing at 8:21 p.m.

No one wished to be heard, so the public hearing was closed at 8:22 p.m.

Stec noted that he had not received any comments that were against the subject proposal.

Kecskemeti asked if there will be any improvements to the curbside façade. Stec said that there will eventually be new signage.

Abboud said he thinks this project will be good for the community because they will be bringing pickleball and more to the Village.

Hrydziuszko said she has heard a lot of support from the community. She said she is looking forward to seeing the building put to good use.

George asked about the liquor license procedure. Ryan said that they would need to submit an application to the Village down the road and that is separate from the item in front of Council today.

Linden Nelson, applicant, Southfield Road, said he contacted an attorney familiar with the Liquor Control Commission processes. He said there are two licenses available in the Village and he is interested in obtaining one. He introduced the soon-to-be operator of the recreation establishment, Neal Check, who is local. Nelson said he thinks this project will be an overwhelming success and said it has been a pleasure working with Village Administration.

Neal Check, operator, Southfield Road, said they are working on a name for the business right now. He said he has been wanting to open an indoor golf simulator for a while. He said the

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pickleball facility will bring people to Beverly Hills and will be very special. He talked about the operations, noting that the facility will have both open and reserve courts and deluxe indoor golf suites. He said there will be membership and open play options and a variety of programming.

Drummond said he was glad to hear that it would be open to the entire community and not solely members.

George asked about operating hours and liquor license.

Check said they plan to be open Sunday to Thursday, 7:00 am to 10:00 pm and Friday to Saturday, 7:00 am to midnight. Check said they are looking for a full liquor license and a simple food menu. He noted that it will be a health club focused on pickleball and golf with an option for refreshments and food.

REVIEW AND CONSIDER SPECIAL LAND USE REQUEST FOR 31535 SOUTHFIELD ROAD

An overview was provided and a public hearing was conducted for the Special Land Use Request for 31535 Southfield Road earlier in the meeting.

Motion by Drummond, second by Abboud, be it resolved that the Village Council approves Special Land Use Request 23-08-10 to establish an indoor commercial recreation facility at 31535 Southfield Road. The proposal has been found to be in conformance with the review standards for special land use requests contained in Section 22.18.300(h) of Chapter 22 “Zoning” of the Village Code of Ordinances.

Roll Call Vote:

Motion passed (6-0)

PUBLIC HEARING TO RECEICE COMMENTS ON THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR PROGRAM YEAR 2024

Campbell provided an overview. The Village of Beverly Hills has participated in the federally funded Community Development Block Grant (CDBG) program for more than 25 years. We are currently in a three-year subrecipient agreement with Oakland County to participate in this program. The Village’s estimated allocation for Program Year 2024 is \$12,521.00. The annual CDBG allocation is based on a formula that uses several objective measures of community needs. The U.S. Department of Housing and Urban Development (HUD) has established three national objectives, at least one of which must be met, to determine eligibility for a community to engage in any specific program. Additionally, the Village must comply with several rules, including a limit on our allocation for public service projects to a maximum of 15% of the total 2024 allocation and/or a minimum allocation of \$3,500 for each project.

This year Council is again being asked to consider allocating funds for Minor Home Repair services and Public Services - Yard Services for low-income and low-moderate-income level residents. A description of each service was provided in the meeting packet. We are recommending allocating \$9,021 for Minor Home Repair and \$3,500 for yard services through the CDBG program. The Village outsources the administration of these programs and Next has been the service provider for many years. Next continues to be a valued partner and ensures the program is administered per the extensive CDBG requirements.

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The Village received a request from HAVEN seeking a contribution for their program that provides various services for victims of domestic violence and sexual assault. Due to CDBG requirements and limitations for project funding, we cannot allocate funds to both the Yard Services program and to HAVEN. Therefore, without Council objection, administration is recommending the Village make a General Fund contribution for the same amount, \$3,500.00, to HAVEN, as it has done in the past to support their program.

George opened the public hearing at 8:52 p.m.

Cris Braun, Executive Director of Next, Birmingham, thanked the Council for their support through the CDBG program over the last several years. She described the Yard Services and Minor Home Repair programs that help residents get the support they need.

No one else wished to be heard, so the public hearing was closed at 8:54 p.m.

Mooney suggested that the Village provide HAVEN with its requested contribution amount of \$5,000 through General Fund monies.

Ryan stated that the Village would need to then have a contract with HAVEN to provide these support services.

It was the consensus of Council that Administration present an agreement with HAVEN at the next meeting.

REVIEW AND CONSIDER RESOLUTION AUTHORIZING THE VILLAGE OF BEVERLY HILLS' CDBG APPLICATION FOR PROGRAM YEAR 2024

The following resolution was offered in a motion by Mooney, with support from Hrydziusko:

Whereas, Oakland County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs; and

Whereas, Oakland County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan; and

Whereas, the Village of Beverly Hills has duly advertised and conducted a public hearing as follows:

President George opened the Public Hearing at 8:52 p.m.

Cris Braun, Executive Director of Next, Birmingham, thanked the Council for their support through the CDBG program over the last several years. She described the Yard Services and Minor Home Repair programs that help residents get the support they need.

President George closed the Public Hearing at 8:54 p.m. on November 7, 2023 for the purpose of receiving public comments regarding the proposed use of PY 2024 Community Development Block Grant (CDBG) funds in the approximate amount of \$12,521.00; and

Whereas, the Village of Beverly Hills found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need.

Account	Project Name	Amount
172170-731227	Minor Home Repair	\$9,021
172160-732170	Public Services – Yard Services	\$3,500

Therefore, be it resolved, that the Village of Beverly Hills' Community Development Block Grant application is hereby authorized to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the Council President or his designee is hereby authorized to execute all documents, agreements, or contracts which result from this application to Oakland County.

Roll Call Vote:
Motion passed (6-0)

REVIEW AND CONSIDER AUTHORIZING INTERLOCAL AGREEMENT WITH OAKLAND COUNTY'S INCIDENT MANAGEMENT TEAM

Campbell provided an overview. Pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, the County wishes to enter into an Agreement with the Village for the purpose of delineating the Parties' roles and responsibilities for their participation in the Oakland County Incident Management Team ("OCIMT") under the direction and supervision of the Oakland County Emergency Management Division ("Emergency Management Division"). The Village of Beverly Hills is a member of OCIMT.

The OCIMT will provide support to an Incident Commander by performing ICS functions as required by the incident kind, type, and complexity. The goal is to work together to implement and achieve the NIMS Implementation Objectives of Command and Management at the scene of an incident/emergency, disaster, or catastrophe. This is an Agreement that Oakland County requires of all members. OCIMT members have responded and supported first responders on incidents that overwhelm local communities such as tornadoes and other natural disasters.

Oakland County requires that all members of the OCIMT sign this Incident Management Interlocal Agreement and that it must be signed by the Village Manager.

Motion by Abboud, second by Mooney, be it resolved that the Village of Beverly Hills Council authorize the Village Manager to enter into this Agreement between the Oakland County Incident Management Team and the Village of Beverly Hills.

Roll Call Vote:
Motion passed (6-0)

REVIEW AND CONSIDER 2023 COMMUNITY PARK AND TRAIL CAPITAL GRANT PROGRAM AGREEMENT WITH OAKLAND COUNTY

Campbell gave an overview. Provided for the Council's review and consideration was an agreement with Oakland County Parks for the 2023 Community Park and Trail Capital Grant Program. The agreement has been reviewed by the Village Attorney who found it to be in order.

The Village applied for the Community Park and Trail Capital Grant in April 2023 and received notice of the award in August. The grant award of \$100,000 will go toward the renovation of the Beverly Park Playground. The Village's match amount of \$500,000 can come from a variety of sources including the General Fund, Park Fund, and Federal/State grant funding.

The Village thanks the Oakland County Board of Commissioners and the Community Park and Trail Capital Grant Program for providing funding to help construct a modern, accessible play structure and surface at Beverly Park. The Village also thanks the community groups who submitted letters of support for this application.

Mooney asked how this grant will interact with the Spark Grant. He said he was happy that the Village has received these grants. Campbell said he will keep the Council informed once discussions are had with the DNR.

Motion by Hrydziuszko, second by Kecskemeti, be it resolved, the Beverly Hills Village Council authorizes the Village Manager to execute the Community Park and Trail Capital Grant Program Agreement with Oakland County Parks as submitted.

Roll Call Vote:
Motion passed (6-0)

PUBLIC COMMENTS

None.

MANAGER'S REPORT

Halloween Hoot - The Administrative Staff would like to thank the members of the Parks & Recreation Board, Jason's Outdoor Services, and all the other participants for putting on an amazing Halloween Hoot this year. The list of participants includes:

Baldwin Public Library, Berkshire Middle School, Beverly Hills Club, Beverly Hills Grill, Beverly Hills Lions Club, Beverly Hills Little League, Beverly Hills Public Safety, Beverly Hills Veterinary Associates, Beverly Woods Homeowners Association, BPS Early Learning, Charlie Copeland, Corwin Family, Devonshire Pirates, Dream Arts, East Beverly Association, Goddard School Beverly Hills, Greenfield Beverly Association, HealthQuest Physical Therapy, Huntley Subdivision, Jason's Outdoor Services, Jody Messinger & Friends, Kakos Dental, Max Broock Birmingham - Dowler Duo, Max Broock Royal Oak - Lindsay King, MKA Salon, Next, Pacific Prep, Premier Pets, Racheal Hrydziuszko, The Hills Eye Care, Tracy Kecskemeti, Triton Plumbing Village of Beverly Hills, Village Pediatrics, and Westwood Estates

Campbell thanked all the sponsors as well. A list of sponsors was included in the meeting packet. The Village received about \$8,500 in donations and spent \$7,200. It was an incredible turnout and a great event.

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Bathrooms at Beverly Park – The HVAC unit installation at the Beverly Park bathrooms has been completed. The bathrooms are now heated and will be open during the winter months.

Coats for the Cold Coat Drive - The Village will be participating in Oakland County Sheriff, Mike Bouchard's, Coats for the Cold Coat Drive from November 1 to November 30, 2023. There is a collection box set up at Village Hall, 18500 W. 13 Mile Road, to receive the donated coats.

Community Tree Planting - Thanks to a DTE Energy Foundation grant that was recently awarded, the Parks & Recreation Board will be hosting a community tree planting event on Saturday, November 11th from 9:00 a.m. to 12:00 p.m. at Beverly Park. Experts from ReLeaf Michigan will be on site to show volunteers how to properly plant trees. There will also be a buckthorn removal demonstration at this event. This is a great opportunity for high schoolers to earn community service credits. Please sign up to volunteer using this link:
<https://www.signupgenius.com/go/9040F44A4AF2FA46-45561439-community#/>

Infrastructure Update – The Administration will provide updates on various infrastructure projects, including sidewalks and the Riverside Bridge at the November 21, 2023 Council meeting.

Veterans Day – Village and Township offices will be closed Friday, November 10th in observance of Veterans Day. We would like to thank all veterans for their service.

Mooney asked about the Beverly Hills Little League and status of the baseball diamonds. He also asked about Riverside Pond and Beverly Green.

COUNCIL COMMENTS

Drummond thanked the Public Safety Department for hosting the Cub Scouts on October 24th. He said the kids really appreciated their visit.

Kecskemeti said great job to McCarthy for her efforts on another outstanding audit outcome. She said the Halloween Hoot was a fun event and there was an overwhelming turnout. She thanked the Quinn family for helping her decorate and pass out candy at her treat station.

Abboud congratulated Gutierrez on her appointment to the Planning Commission. He gave an update on SEMCOG activities. He suggested entering the new playground in a statewide showcase. He said he attended the MML Convention in October and is working on the next level of the Elected Officials Academy. He said the Senior Advisory Council is working on establishing goals for 2024. He said he is grateful for the Village's CDBG contribution to Next. He wished his favorite teacher a happy birthday.

Hrydziusko thanked everyone who worked on the Hoot. She said it was a wonderful opportunity to showcase the Village. She said there will be a tree planting on Saturday, November 11th at Beverly Park. She said the Village has new tools to use during the buckthorn removal demonstration on Saturday as well. She said a lot of parks related items end up on the consent agenda because the Parks & Recreation Board has done the research and recommends approval. She listed a number of things that have been accomplished at Beverly Park, such as a new pavilion roof, heated bathrooms, new drinking fountain, trees, and the playground project. She

recommended having AEDs at Beverly Park. She said the Joint Fence Subcommittee recently met and the Planning Commission will discuss fences at their next meeting.

George thanked Administration for their hard work on the audit. He said the Halloween Hoot was outstanding and the line went all the way down to Mayfair and Nixon. He said Jason Gross' display along Beverly Road was great as well as the 35 treat stations. He thanked Rutkowski, the Parks & Recreation Board, and volunteers who helped with organizing and cleaning up the event. He said there had been some improvements made to the ball diamonds and he is in support of partnering with BHLL to develop a plan. He noted that just because Council's conversation on a topic fizzles out, does not mean that Administration is not working on it. He noted that he would like to see more detail about a forest plan in the 5-Year Community Recreation Plan. He also noted that several projects have been completed at Beverly Park this year.

ADJOURNMENT

Motion by Mooney, second by Abboud, to adjourn the meeting at 9:34 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 11/07/2023 THROUGH 11/20/2023.

ACCOUNT TOTALS:

101	GENERAL FUND	\$77,742.86
202	MAJOR ROAD FUND	\$4,806.23
203	LOCAL STREET FUND	\$41,936.90
205	PUBLIC SAFETY DEPARTMENT FUND	\$122,483.49
271	LIBRARY FUND	\$146,543.25
592	WATER/SEWER OPERATION FUND	\$278,761.04
701	TRUST & AGENCY FUND	\$995.00
730	RETIREE HEALTH CARE FUND	\$5,000.00
	TOTAL	<u>\$678,268.77</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$678,268.77</u>
	GRAND TOTAL	<u>\$678,268.77</u>

11/16/2023 10:29 AM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 11/07/2023 - 11/20/2023

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Check Date	Bank	Check	Vendor Name	Invoice Vendor	Amount
Bank COM COMERICA					
11/20/2023	COM	87934	21ST CENTURY MEDIA - MICHIG	21ST CENTURY MEDIA - MICHIG	192.25
11/20/2023	COM	87935	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	1,127.49
11/20/2023	COM	87936	APOLLO FIRE APPARATUS	APOLLO FIRE APPARATUS	275.35
11/20/2023	COM	87937	APPLIED INNOVATION	APPLIED INNOVATION	15.37
11/20/2023	COM	87938	ARROW OFFICE SUPPLY CO.	ARROW OFFICE SUPPLY CO.	309.90
11/20/2023	COM	87939	AXON ENTERPRISE, INC.	AXON ENTERPRISE, INC.	21,438.00
11/20/2023	COM	87940	BALDWIN PUBLIC LIBRARY	BALDWIN PUBLIC LIBRARY	146,543.25
11/20/2023	COM	87941	BEIER HOWLETT,P.C.	BEIER HOWLETT,P.C.	825.00
11/20/2023	COM	87942	BEVERLY HILLS ACE	BEVERLY HILLS ACE	14.79
11/20/2023	COM	87943	BLUE CARE NETWORK	BLUE CARE NETWORK	48,985.97
11/20/2023	COM	87944	BLUE CROSS BLUE SHIELD	BLUE CROSS BLUE SHIELD	36,862.23
11/20/2023	COM	87945	BOTTOMS UP BASEMENT FINISHI	BOTTOMS UP BASEMENT FINISHI	200.00
11/20/2023	COM	87946	CINTAS CORPORATION #31	CINTAS CORPORATION #31	174.46
11/20/2023	COM	87947	COALITION OF PUBLIC SAFETY	COALITION OF PUBLIC SAFETY	17,627.74
11/20/2023	COM	87948	COMCAST	COMCAST	194.85
11/20/2023	COM	87949	COMEAU EQUIPMENT CO INC.	COMEAU EQUIPMENT CO INC.	33,400.30
11/20/2023	COM	87950	CONSUMERS ENERGY	CONSUMERS ENERGY	1,298.59
11/20/2023	COM	87951	ERT CONSTRUCTION INC	ERT CONSTRUCTION INC	2,000.00
11/20/2023	COM	87952	FAREED, FADY	FAREED, FADY	1,500.00
11/20/2023	COM	87953	GREG ROSS	GREG ROSS	46.31
11/20/2023	COM	87954	GUNNERS METERS & PARTS INC.	GUNNERS METERS & PARTS INC.	40.00
11/20/2023	COM	87955	HURON VALLEY GUNS	HURON VALLEY GUNS	1,458.24
11/20/2023	COM	87956	HUTCH PAVING	HUTCH PAVING	4,953.00
11/20/2023	COM	87957	J.C. EHRLICH	J.C. EHRLICH	63.39
11/20/2023	COM	87958	J.H. HART URBAN FORESTRY	J.H. HART URBAN FORESTRY	16,551.63
11/20/2023	COM	87959	JANICE HAUSMAN	JANICE HAUSMAN	15.98
11/20/2023	COM	87960	JOHNSON THERMOL-TEMP INC.	JOHNSON THERMOL-TEMP INC.	615.00
11/20/2023	COM	87961	KELLER THOMA	KELLER THOMA	218.75
11/20/2023	COM	87962	KONE CHICAGO	KONE CHICAGO	227.88
11/20/2023	COM	87963	LEXISNEXIS RISK SOLUTIONS	LEXISNEXIS RISK SOLUTIONS	200.00
11/20/2023	COM	87964	MACQUEEN EMERGENCY	MACQUEEN EMERGENCY	629.78
11/20/2023	COM	87965	MAINSTREET RESTORATIONS	MAINSTREET RESTORATIONS	1,000.00
11/20/2023	COM	87966	MICHIGAN STATE FIREMEN'S	MICHIGAN STATE FIREMEN'S	75.00
11/20/2023	COM	87967	MIKE SAVOIE CHEVROLET	MIKE SAVOIE CHEVROLET	3,737.85
11/20/2023	COM	87968	MUNIWEB	MUNIWEB	170.00
11/20/2023	COM	87969	NC CEMENT CONTRACTORS LLC	NC CEMENT CONTRACTORS LLC	1,500.00
11/20/2023	COM	87970	NEXT	NEXT	360.00
11/20/2023	COM	87971	O.C.W.R.C.	O.C.W.R.C.	55,143.83
11/20/2023	COM	87972	OAKLAND COUNTY TREASURER'S	OAKLAND COUNTY TREASURER'S	220,508.45
11/20/2023	COM	87973	PLANTE & MORAN, PLLC	PLANTE & MORAN, PLLC	11,725.00
11/20/2023	COM	87974	RAY WIEGAND'S NURSERY	RAY WIEGAND'S NURSERY	263.99
11/20/2023	COM	87975	REDFORD LOCK SECURITY SOLUT	REDFORD LOCK SECURITY SOLUT	815.00
11/20/2023	COM	87976	ROCK ABBOUD	ROCK ABBOUD	640.02
11/20/2023	COM	87977	SAFEBUILT INC.	SAFEBUILT INC.	31,293.72
11/20/2023	COM	87978	SOUTHFIELD POSTAL SERVICE	SOUTHFIELD POSTAL SERVICE	1,600.00
11/20/2023	COM	87979	SUNSET MAINTENANCE SERVICE	SUNSET MAINTENANCE SERVICE	1,200.00
11/20/2023	COM	87980	TOM TRICE	TOM TRICE	50.00
11/20/2023	COM	87981	VILLAGE OF BEVERLY HILLS	VILLAGE OF BEVERLY HILLS	5,000.00
11/20/2023	COM	87982	WEX BANK	WEX BANK	4,888.45
11/20/2023	COM	87983	WOW! BUSINESS	WOW! BUSINESS	291.96

COM TOTALS:

Total of 50 Checks:	678,268.77
Less 0 Void Checks:	0.00
Total of 50 Disbursements:	678,268.77



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: 2024 Java and Jazz Series

Date: November 17, 2023

Administration received a request from the Ryan Bills Trio to continue the Java and Jazz series in 2024. The performances would be on the same schedule as 2023: the third Sunday of the month from May to October from 9:00 a.m. to noon at the Beverly Park Pavilion.

Ryan Bills has requested a fee of \$800.00 per performance to help him continue to build on the special concert events and to include even more of the best Detroit area musicians available. This is a \$100 increase from last year. Coffee and treats are also provided and a budget of \$200.00 per event would suffice. Over the last two years there have been a couple of sponsorships that help offset the costs.

The concert series has been well attended by people of all ages and has received very positive feedback for the past few years.

Mr. Bills said, "We had a great season this year and seeing the joy in the community is a big part of what makes this concert series so special. I can't say thank you enough to you guys for helping us facilitate this series!"

At their November 16th meeting, the Parks & Recreation Board recommended that the Village Council approve the request for a 2024 Java and Jazz series featuring the Ryan Bills Trio to be held on the third Sunday of month from May to October from 9:00 a.m. to noon at the Beverly Park pavilion in an amount not to exceed \$6,000.00.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves the request for a 2024 Java and Jazz series featuring the Ryan Bills Trio to be held on the third Sunday of month from May to October from 9:00 a.m. to noon at the Beverly Park pavilion in an amount not to exceed \$6,000.00. Funds for this event series are available in account #101-693-894.00 (Special Events).



To: Village Council President and Council Members

From: Village Manager

Date: November 16, 2023

Re: Review and Consider Agreement between Haven, Inc. and the Village for the Unique Services Provided by HAVEN, Inc.

At the last Council meeting, the Council discussed providing HAVEN, Inc., outside of CDBG, \$5,000 for the unique services HAVEN provides. HAVEN provides crisis intervention, shelter, advocacy, individual, group and family counseling for victims of domestic violence, sexual assault, and child abuse. Counseling is also provided to the perpetrator of domestic violence, in order to prevent further violence from occurring. A 24-hour crisis line is also available for immediate assistance for the residents of the community.

These are not services that the Village of Beverly Hills provides directly.

Attached is an agreement with HAVEN for the unique services it provides.

Suggested Resolution

Be it resolved, that the Village of Beverly Hills Council authorizes the Village Manager to enter into an agreement between HAVEN, Inc. and the Village of Beverly Hills in the amount of \$5,000 for Fiscal Year 23-24. Funds are available in the General Fund, Department 693, Community Action Program.

CONTRACT BETWEEN

HAVEN, Inc.

&

The Village of Beverly Hills

SECTION I. AGREEMENT

This contract is made this day, November __, 2023, between HAVEN Inc., hereinafter designated as the “Agency,” having its principal office at 801 Vanguard Drive, Pontiac, MI 48341, and the Village of Beverly Hills, hereinafter designated as the Municipality, with an address of 18500 W 13 Mile Road, Beverly Hills, MI 48025.

SECTION II. TERM AND EFFECTIVE DATES

This contract shall be effective as of December 1, 2023 and shall be in place, subject to availability of funding for 1 year from the beginning date or when funding has been expended, whichever comes first. This contract shall not exceed two years in duration.

SECTION III. PURPOSE

The purpose of this contract between the Agency and the municipality shall be to provide crisis intervention, shelter, advocacy, individual, group and family counseling for victims of domestic violence, sexual assault, and child abuse. Counseling is also provided to the perpetrator of domestic violence, in order to prevent further violence from occurring.

The broad goals are to provide available shelter to citizens of the Municipality when forced to escape from the home where violence occurs. Ongoing counseling is provided to help heal the damage caused by these difficult events. A 24-hour crisis line provides immediate assistance for the citizens of the Municipality. In consideration of mutual promises and covenants contained herein, the Municipality agrees to pay the Agency \$5,000 for the unique services that the Agency provides to the Municipality’s residents. In addition, the Municipality and Agency agree to the following:

SECTION IV. SERVICES PROVIDED

In consideration for the services performed by the Agency, including crisis intervention, shelter, advocacy, individual, group and family counseling for victims of domestic violence, sexual assault, and child abuse that the Village of Beverly cannot provide, the

SECTION V. THE AGENCY'S RESPONSIBILITIES

The Agency shall do the following:

A) Receive and maintain records pertaining to the monies received in accordance with this agreement for a minimum of three years from the completion of this agreement.

B) Provide management and personnel to adequately perform the services prescribed by this agreement.

C) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.

D) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insure thereon and furnished with a certificate thereof.

SECTION VI. COMPLIANCE

The agency shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, State and local governments.

SECTION VII. DISCRIMINATION PROHIBITED

The Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, familial status, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453. The Agency and Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, PA 220

and the Federal Rehabilitation Act of 1973, PA 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal Assistance. No person shall, on the ground of race, creed, color, sex, age, National origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Agency shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964 as amended.

SECTION VIII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property, or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

SECTION IX. GENERAL PROVISIONS

A) Merger or Integration:

This agreement constitutes the entire agreement between the Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.

B) Modification, Assignment or Subcontracting Absent Prior Written Consent:

No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives are automatically incorporated into this agreement on the date designated by law, regulation or directive.

C) Termination:

Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Agency for services actually rendered up to the point of notification of

termination, or for services actually rendered (and not contracted for) during the period of notice of termination, after notice is served.

D) Hold Harmless

To the fullest extent permitted by law, the Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community Development, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality, by reason or personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with, the activity authorized by this contract.

E) Confidentiality

The use or disclosure of information by the Municipality concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless written approval is obtained from the Agency.

F) Disputes

The Municipality shall notify the Agency in writing of its intent to pursue a claim against the Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality, at the request of the Agency, must meet with an appointed representative of the Agency for the purpose of attempting to resolve the dispute. The Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.

G) Notices

Whenever under this agreement provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below.

AGENCY

Name: HAVEN, Inc.

Representative:

Phone: 248.334.1284

Address: 801 Vanguard Drive

Pontiac, MI 48341

MUNICIPALITY

Name: Village of Beverly Hills

Representative: Jeff Campbell

Phone: 248.646.6404

Address: 18500 W 13 Mile Road

Beverly Hills, MI 48025

X. ACCEPTANCE

Name: HAVEN, Inc.

Officer Name: Christine Kinal

Officer Title: President and CEO

Signature: _____

Witnessed: _____

Date: _____

Name: Village of Beverly Hills

Officer Name: Jeff Campbell

Officer Title: Village Manager

Signature: _____

Witnessed: _____

Date: _____



To: Village Council President and Council Members

From: Village Manager

Date: November 16, 2023

Re: Review and Consider Interlocal Agreement between the Birmingham Public School District and the Village of Beverly Hills for the services of a School Resource Officer.

Pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, the Birmingham Public School District wishes to enter into this Interlocal Agreement with the Village for the purpose of delineating the Parties' roles and responsibilities in regard to the Village's School Resource Officer, assigned to the Birmingham Public School District.

The Village of Beverly Hills Public Safety Department has provided an SRO to the Birmingham Public Schools for over 20 years. This Agreement memorializes the arrangement with the Village of Beverly Hills, outlining, more specifically, the coverage by the SRO and the compensation to the Village for the use of the SRO.

The tragedy at Oxford High School in late 2021 brought forth concerns related to active shooters. Due to an increase in incidents at schools and the increase in gun violence, Birmingham Public Schools believe that the arrangement should be memorialized in an Agreement. The Administrative Staff agrees that the arrangement should be outlined.

The SRO will work primarily at Groves High School and will handle issues at other Birmingham Public Schools within the Village limits as needed. The SRO will remain under the control of the Public Safety Department and will follow all departmental policies and procedures while assigned to the schools. When school is in session, the SRO will report back to Public Safety.

The School District has agreed to pay 100% of the officer's salary and benefits, thus there will be no adverse impact to the Village budget. The Agreement is attached for your review and consideration. Please be advised that the City of Birmingham and the Birmingham Public School District entered into a very similar agreement earlier this year.

Suggested Resolution

Be it resolved, that the Beverly Hills Village Council authorizes the Village Manager to enter into this Interlocal Agreement between the Birmingham Public School District and the Village of Beverly Hills for a School Resource Officer.

**AGREEMENT BETWEEN THE VILLAGE OF BEVERLY
HILLS AND THE BIRMINGHAM SCHOOL DISTRICT
PROVIDING FOR A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT is entered into this ___ day of _____, 2023 by and between the **VILLAGE OF BEVERLY HILLS**, whose address is 18500 W 13 Mile Road Beverly Hills, MI 48025 (hereinafter referred to as the "Village") and the **BIRMINGHAM SCHOOL DISTRICT**, whose address is 31301 Evergreen Road Beverly Hills, MI 48025 (hereafter referred to as the "District") and the foregoing shall collectively be referred to as the Parties, and make this Agreement pursuant to the Urban Cooperation Act of 1967 (the "Act"), 1967 PA 4, MCL 124.501, et seq. to provide for the joint exercise of certain powers, privileges, or authority that the parties share in common and that each might exercise separately as described in this agreement.

WHEREAS, the Village agrees to participate with the District for a School Resource Officer Program and will provide the District a School Resource Officer ("SRO") that is within the jurisdiction of the Village of Beverly Hills; and

WHEREAS, the term *District* may include the Birmingham School District's Security Officer, a Birmingham School District principal of an assigned school, or the Birmingham School District; and

WHEREAS, the District and the Village desire to set forth in this Agreement the specific roles, responsibilities, terms and conditions of the services to be performed and provided by the SRO in the District.

NOW THEREFORE, the terms, conditions, and roles of this Agreement are as follows:

1. Provision of School Resource Officer ("SRO"): The Village shall provide and assign one regularly employed full-time police officer to the District as an SRO to be assigned to the following schools as needs are determined by the SRO, in collaboration with the District's designee:

- a. Groves High School
- b. Berkshire Middle School
- c. Beverly Elementary School
- d. Greenfield Elementary School

2. Employment of School Resource Officers: The SROs shall be employees of the Beverly Hills Department of Public Safety and shall be subject to the administration, supervision and control of the Department. The Department of Public Safety, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. The Department of Public Safety retains the right to manage and direct services provided by the SRO.

In the event the District and the Village together find the SRO fails to abide by the terms of this Agreement, fails to follow the policies and procedures of the District as they pertain to the SRO, or fails to perform the SRO's duties, the SRO shall be directed by the Director of Public Safety to remedy the problems within fifteen (15) school days. If the SRO fails to remedy the problems within fifteen (15) school days after the date of notification or an agreed upon date by the Parties, the Superintendent or designee may request the Village to assign a new SRO in

accordance with the procedures set forth in Paragraph 4.

3. Goals and Objectives of the Program and the SRO:

- a. To establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
- b. While it is ultimately the District's responsibility, the SRO will assist in maintaining a safe and secure environment on a school campus which will be conducive to learning.
- c. Promote positive attitudes regarding the police role in society, especially to children.

4. Selection of SRO: The Parties acknowledge that the selection of the SRO is a critical aspect of the SRO Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO. The Director of Public Safety, or their designee, with input from the Superintendent or designee, shall select the SRO. The Director of Public Safety or their designee will consult with the District on the selection and the criteria that was utilized in making the decision. The following factors will be considered, among others, in the selection process:

- a. The officer's desire to work with youth.
- b. The officer's prior experience in law enforcement and youth work.
- c. The officer's interpersonal and communication skills along with their work records.
- d. The officer's academic background and/or other pertinent training.

5. Training and Certification: The SRO must be a MCOLES certified police officer employed by the Village and must have and maintain all training and credentials necessary to maintain that status. The SRO should receive training in the following areas:

- a. Basic SRO
- b. Advanced SRO
- c. Single Officer Rapid Deployment
- d. Adolescent Mental Health and trauma-informed care
- e. Family and Educational Rights and Privacy Act (FERPA)
- f. Diversity, Equity, and Inclusion, which may include implicit bias and disproportionality in school-based arrests based on race and disability.

6. Regular Duty Hours of SROs:

- a. The SRO will be assigned to the District on a full-time basis of eight (8) hours on those days and during those hours that school is in session. SRO work schedule will primarily coincide with Groves High School with adjustments made based on the needs of additional Birmingham Schools located within the Village as agreed to by the Director of Public Safety.
- b. Whenever possible, it is the intent of the parties that the SRO's service duty hours shall conform to the school day. However, the Parties may mutually agree to adjust the SRO's hours in order to attend after school events, training, investigative work, public speaking events and any other need related to the services under this Agreement. Those hours shall be considered as regular time hours under this Agreement upon mutual agreement of the Parties.
- c. It is understood and agreed that time spent by SRO's attending municipal or Circuit Court, Juvenile Court, and/or criminal cases arising from and/or out of their employment as an SRO, shall be considered a part of the regular hours worked by the SRO under this Agreement.
- d. In the event an SRO is absent from work due to unforeseen circumstances, the SRO shall notify their supervisor in the Department of Public Safety and the contact person designated by the district. The Department of Public Safety will assign another qualified officer, if available, to substitute for the SRO who is absent, beginning with the sixth consecutive day of absence. If the assigned SRO is absent less than six days, no substitute will be assigned.
- e. The SRO position is a 12-month position running concurrent with the school year calendar. It is preferred that an SRO take vacation time when students are not in attendance. In the event an SRO elects to take vacation time when school is in session, the Department of Public Safety will notify the District of the impending absence and may assign another qualified officer to substitute for the SRO who is absent, contingent on the availability of personnel.
- f. It is understood by the District that the SRO may be called from the school and SRO duties in order to assist with an active emergency in the Village, which shall be at the request of the on duty Department of Public Safety supervisor. The time spent during such reassignment shall not be considered hours worked under this Agreement unless it is connected to a school related issue. In such an event, the compensation paid by the District to the Village shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.

7. Scope of Work: While on duty, the SRO shall perform the following duties:

- a. Plan and participate in classroom instruction in specialized programs and on a visiting instructor basis, when requested.

- b. Act as a resource person in the area of law enforcement education at the request of the District, principals, and approval of the Director of Public Safety.
- c. Conduct criminal investigations of violations of law on District property, which is initiated by the SRO or reported by school personnel per interagency agreement. Additionally, may investigate any juvenile cases involving Birmingham students on or off school property.
- d. Work in conjunction with school-based security to maintain the peace on District property.
- e. Visit Birmingham schools and work with administrators, staff, students, and parents to improve school/police relations in the area of security and emergency response.
- f. Act as a resource person to the District on police matters and incidents.
- g. Assist the Principal or his/her designee in coordinating emergency medical response at the discretion of the SRO.
- h. Be familiar with all District policies, administrative guidelines, and procedures, including student handbooks and the student code of conduct, and make reasonable efforts to adhere to the same, to the extent they do not conflict with the policies and procedures of the Department of Public Safety in non-emergency situations.
- i. The SRO will not be responsible for general student discipline. The administration of student discipline, including student code of conduct violations, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct for which law enforcement intervention is required. However, the SRO may assist the superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules in order to maintain a safe learning environment, if agreed to by the Director of Public Safety for the Village of Beverly Hills. When it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, the SRO will intervene to preserve the peace of the school.
- j. The SRO will wear their department authorized duty weapons in accordance with Department of Public Safety policy.

8. Employment and Supervision: The SRO is an employee of the Village and not an employee of the District. This Agreement shall not create an employment relationship between the District and the SRO. The Village is responsible for the training, discipline, and dismissal of its personnel. As an employee of the Village, the SRO is subject to the chain of command of the Village. In the performance of their duties, the SRO shall coordinate and communicate with the Principal or the Principal's designee of the school to which they are assigned.

9. Compensation: The District agrees to pay the Village the costs for performing all services covered by this Agreement. The basic cost includes all salaries and wages, sick leave, vacations, employee benefits, supervision, Public Employees' Retirement Contribution Insurance premiums, Social Security, general liability insurance, unemployment insurance, worker's compensation, equipment costs, vehicle costs, and all other indirect costs incurred by the Village in providing the services as listed in Attachment A. The changes to costs year to year shall be paid to the Village based on an annual notice provided by the Village. These may include retroactive costs due to pending union contractual agreements.

The amount of the SRO's salary and fringe benefits shall be determined by the Village annually and shall be based on and is pursuant to an agreement between the Village of Beverly Hills Police Officers in conjunction with the Village of Beverly Hills. The Village of Beverly Hills Village Manager will provide information to the District as reasonably requested to substantiate the cost factors in determining the amounts of the officer's salary and fringe benefits.

10. Access to Education Records:

- a. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- b. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation and the extent to which time is of the essence.
- c. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

11. Term And Termination:

- a. Initial Term. This Agreement shall be effective as of November 26, 2023 and shall be for a 3 year term ending November 25, 2026. The term of this agreement will be impacted by and subject to the availability of a qualified, eligible and willing Department of Public Safety Officer to serve as the SRO.
- b. Extension. The Parties have the option to extend this Agreement for up to three (3) additional one-year terms (the "Extension Terms"), upon mutual written agreement of the Parties annually.

Termination. Any party may terminate this Contract for any reason upon written notice to the other parties of not less than ninety (90) days prior to the date of such termination. In the event of early termination, the District shall only be responsible for paying for services rendered up to the date of termination. However, in the event of early termination, if the District has paid for Services that were not rendered, the District shall be entitled to a return of, and the Village shall pay, the pro-rata portion of the payment. If this

Agreement is terminated with any of the provisions contained herein, regardless of the basis for termination, the District shall neither be liable to, nor obligated to pay, the Village for any other costs associated with the SRO and their employment with the Village of Beverly Hills.

12. Indemnification: Each Party is solely responsible for the act(s) and omission(s) of its own elected official and any entity or person for whom each Party is legally liable. To the extent permitted by law, each Party agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the other party, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the other party, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the party including its employees and agents, in the performance of this Agreement.

13. Insurance Submission Requirements: The District has submitted proof to the Village that it meets all Village insurance requirements, as specified in Paragraph 17. Insurance, with coverage amounts at no less than the Village's minimum requirements, must be held by the District throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of the District's acceptance of the terms of this Agreement.

During the term of this Agreement and any renewal thereof, the Village and District shall maintain errors and omissions and general liability insurance in the amounts stated below, naming each other the District as an additional insured. The Village and the District shall provide certificates of insurance with each other the District before commencing services under this Agreement.

14. Confidential And Or Proprietary Information: The District acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The District recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the Village. Therefore, the District agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The District shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The District further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The Village acknowledges that in performing services pursuant to this Agreement, certain confidential and/or propriety information (including, but not limited to District security plans or procedures, student records, or other information that would be exempt from disclosure to the public) may become involved. The Village recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the District. Therefore, the Village agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Village agrees that such

proprietary information and data and any information or data protected from disclosure by law obtained under this Agreement shall be utilized only in connection with this Agreement and shall not be made available to any other person or entity except as required by law.

15. Compliance With Laws: The Parties agree to fully and faithfully carry out the duties as set forth herein using their best efforts in accomplishing all services under this Agreement, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Party is subject, the Parties hereby agree to be bound by all Federal, State, or Village ordinances, rules, regulations and policies, all District policies, administrative guidelines, and procedures, including student handbooks and the student code of conduct as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

16. Non-Compliance With Insurance Requirements: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the other Party to terminate this Agreement. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; the Parties agree and understand that this engagement is at will and may be terminated by either Party for any cause or no cause.

17. Standard Insurance Requirements: Each Party shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

- a. Workers' Compensation Insurance: The Parties shall each procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance: The District shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage.

The Village shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$5,000,000** for armed SRO services and not less than **\$2,000,000** for unarmed SRO services per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage.

18. Written Notices: Written notices regarding this Agreement shall be addressed to the following:

Village: Village of Beverly Hills
18500 W 13 Mile Road
Beverly Hills, MI 48025
Attn: Director of Public Safety and
Village Manager

District: Birmingham Public Schools
31301 Evergreen Road
Beverly Hills, MI 48025
Attn: Superintendent and
Deputy Superintendent

19. General Provisions:

- a. The SROs are employees of the Village and not employees of the District, and under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. Accordingly, the Village shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of the SRO Program, including by way of illustration, Federal and State income tax, FICA, FUTA, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required and the Village will indemnify, defend and hold the District harmless for the payment of such sums, interest, penalties, or cost of collection of same. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Agreement on behalf of the Village, its employees, or agents.
- b. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it. The remainder of the Agreement shall remain in full force and effect.
- c. The headings of the sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
- d. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- e. Neither the District nor the Village may assign this Agreement without prior written consent from the non-assigning party.

20. Amendments: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

21. Waiver Of Breach: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

22. Complete Agreement: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of the District's agreement with the Village of Beverly Hills. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the Village and the District shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

23. Direct Or Indirect Interest: If, after the effective date of this Agreement, any official of the Village, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the District, the Village shall have the right to terminate this Agreement without further liability to the District if the disqualification has not been removed within ninety (90) days after the Village has given the District notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

24. Failure To Perform: If the District fails to perform its obligations hereunder, the Village may take any and all remedial actions provided by the general specifications or otherwise permitted by law. If the Village fails to perform its obligations hereunder, the District may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

25. Legal Proceedings: Any claim arising out of or relating to interpretation of this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

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IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and the District, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Approved by:

BIRMINGHAM SCHOOL BOARD

on _____, 2023

By: _____

Its: Board President

By: _____

Its: Board Secretary

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ____ day of _____, 2023 before me personally appeared _____ who acknowledged that with authority on behalf of the Birmingham School Board to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

BIRMINGHAM SCHOOL DISTRICT

on _____, 2023

By: _____ Dr. Embekka

Roberson Superintendent

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ____ day of _____, 2023 before me personally appeared Dr. Embekka Roberson who acknowledged that with authority on behalf of the Birmingham School Board to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

VILLAGE OF BEVERLY HILLS:

on _____, 2023

By: _____

John George, Council President

By: _____

Kristin Rutkowski, Village Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ____ day of _____, 2023 before me personally appeared John George and Kristin Rutkowski who acknowledged that with authority on behalf of the Village of Beverly Hills to do so they signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

APPROVED:

Jeffrey Campbell, Village Manager
(Approved as to substance)

Richard Torongeau, Director of Public
Safety (Approved as to substance)

Sheila McCarthy, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT A

The costs of the School Resource Officer are being transparently articulated with the Birmingham Board of Education. These costs cover from November 26, 2023, through November 25, 2024, and are described as:

Salary and Benefits (based on PSO contract provisions)	\$128,032
Liability Insurance Costs (based on MMRMA quote)	\$2,135
Vehicle Costs	\$6,000
Total	\$136,167

The Birmingham Board of Education will be invoiced \$ for the costs incurred for the period listed above and sent to:

Birmingham Public Schools
Deputy Superintendent
31301 Evergreen Road
Beverly Hills, Michigan 48025



To: Village Council President and Council Members

From: Village Manager

Date: November 17, 2023

Re: Awarding of the Sewer Lining Bid

Attached to this memorandum, please review the results of the bid for the Sewer Lining Project. The Council approved sewer lining repairs in the amount of \$150,000. Subsequent to Council's approval of the proposal, the Village learned that the Oakland County Water Resources Commissioner (WRC) has \$100,000 in reserve monies budgeted in 2024 for major repairs, that could be put towards this project. The lowest, qualified bidder, Inline Solutions, is a preferred vendor with WRC. Thus, with the funding from our WRC account, the total cost to the for the proposed project, including engineering costs, is \$207,812, with only \$107,812 coming out of account 592-536-934.23. As noted above, there is \$150,000 available under account 592-536-934.23 for FY 2024.

Brad Shepler from HRC will be present to answer any questions regarding the bid award.

Recommended Resolution

Be it resolved, the Beverly Hills Village Council awards the Sewer Lining Project bid to Inline Solutions, LLC in the amount of \$177,812.00. Be it further resolved, the Council approves HRC's engineering costs for this project in an amount not to exceed \$30,000.00. Funds for this project are available in Account 592-536-934.23.



November 16, 2023

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

Attn: Jeffrey Campbell, Village Manager

Re: FY24 Sewer Rehabilitation Program
Bid Tabulation and Review

HRC Job No. 20230274

Dear Mr. Campbell:

Hubbell, Roth & Clark, Inc. (HRC) has reviewed the bids received on November 14, 2023, for the subject project. There were a total of four (4) bids received and publicly opened and read with the bids ranging between a high bid of \$363,381.00 to a low bid of \$177,812.00. Copies of the bid tabulation are enclosed for your reference and distribution. The total project budget for the FY24 Sewer Rehabilitation Program is \$250,000 and the Engineer's not-to-exceed budget for professional engineering services is \$30,000.

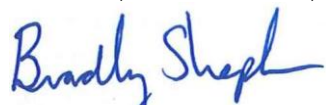
After reviewing the bids received, Inliner Solutions, LLC of Romulus, Michigan was the lowest responsive bidder. Inliner Solutions has satisfied the requirements of the specifications and has submitted all of the necessary information in order for the bid proposal to be considered complete and responsive. Inliner Solutions is a preferred contractor with the Oakland County Water Resources Commissioner's office (WRC) and is familiar with sewer lining projects of this size and type having successfully completed numerous sewer lining projects within Southeast Michigan of comparable and larger size than the subject project. Additionally, HRC has experience working with Inliner Solutions on many projects and has had positive experience working with them.

As a result, we recommend awarding the Village of Beverly Hills FY24 Sewer Rehabilitation Program construction contract to Inliner Solutions, LLC at a total amount of \$177,812.00, subject to receipt of the appropriate bonds and insurances. We also recommend the Village Council authorize the Village Manager to sign the contract books when executed by the Contractor and verified by our office. Construction is anticipated to begin by the end of February 2024 and be completed by the beginning of May 2024.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Bradley Shepler, P.E.
Senior Associate

BWS/mlc

Attachment: (1) Bid Tabulation

pc: Village of Beverly Hills; Neil Johnston
HRC; D. Mitchell, J. Nagle, M. Corona, File

				Inliner Solutions		DVM Utilities		Pipeline Management		Lanzo Construction	
				28529 Goddard Rd Romulus, MI (734) 955-2508		6045 Sims Rd Sterling Heights, MI (586) 979-0402		2673 E Maple Rd Milford, MI (248) 685-1500		29390 Groesbeck Highway Roseville, MI (954) 979-0802	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
BASE BID - Division I				Quantity	Unit						
Item											
1.	Mobilization (5% Max)		1	LS	\$1,000.00	\$1,000.00	\$2,000.00	\$3,129.97	\$5,000.00	\$5,000.00	
2.	Color Audio Video Route Survey		1	LS	\$400.00	\$400.00	\$600.00	\$350.00	\$750.00	\$750.00	
3.	Sanitary Manhole, Standard, Over Existing Sewer, Pavement		1	Ea	#####	\$15,000.00	\$22,500.00	\$33,593.75	\$45,300.00	\$45,300.00	
4.	Clean and Pre-Televise, 15-inch Dia. Sewer		272	Lft	\$7.00	\$1,904.00	\$7.00	\$1,904.00	\$13.00	\$3,536.00	
5.	Sewer Lining, CIPP, 15-inch Dia. Sanitary		272	Lft	\$60.00	\$16,320.00	\$86.00	\$23,392.00	\$115.00	\$31,280.00	
6.	Heavy Sewer Cleaning, 15-inch Diameter, as-needed		272	Lft	\$1.00	\$272.00	\$2.50	\$680.00	\$25.00	\$6,800.00	
7.	Cut/Grind Protruding Sewer Leads, Clay		1	Ea	\$135.00	\$135.00	\$350.00	\$100.00	\$580.00	\$580.00	
8.	Lateral Connection Cleaning		3	Ea	\$135.00	\$405.00	\$260.00	\$780.00	\$260.00	\$780.00	
9.	Site Restoration		50	Syd	\$25.00	\$1,250.00	\$115.00	\$5,750.00 *	\$90.00	\$4,500.00	
Division I Subtotal					\$36,686.00		\$57,956.00		\$65,729.44		\$98,526.00
BASE BID - Division II				Quantity	Unit						
Item											
10.	Mobilization (5% Max)		1	LS	\$1,000.00	\$1,000.00	\$850.00	\$1,319.71	\$5,000.00	\$5,000.00	
11.	Color Audio Video Route Survey		1	LS	\$400.00	\$400.00	\$600.00	\$350.00	\$750.00	\$750.00	
12.	Clean and Pre-Televise, 12-inch Dia. Sewer		129	Lft	\$7.00	\$903.00	\$15.00	\$1,935.00	\$13.00	\$1,677.00	
13.	Sewer Lining, CIPP, 12-inch Dia. Sanitary		129	Lft	\$55.00	\$7,095.00	\$92.00	\$11,868.00	\$145.00	\$18,705.00	
14.	Heavy Sewer Cleaning, 12-inch Diameter, as-needed		129	Lft	\$1.00	\$129.00	\$5.00	\$645.00	\$25.00	\$3,225.00	
15.	Chemical Grout Joints		1	Ea	\$3,500.00	\$3,500.00	\$1,300.00	\$1,250.00	\$1,600.00	\$1,600.00	
16.	Site Restoration		10	Syd	\$25.00	\$250.00	\$65.00	\$650.00	\$88.00	\$880.00	
Division II Subtotal					\$13,277.00 *		\$17,848.00		\$27,714.00		\$31,837.00
BASE BID - Division III				Quantity	Unit						
Item											
17.	Mobilization (5% Max)		1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,259.50	\$5,000.00	\$5,000.00	
18.	Color Audio Video Route Survey		1	LS	\$400.00	\$400.00	\$600.00	\$350.00	\$750.00	\$750.00	
19.	Clean and Pre-Televise, 12-inch Dia. Sewer		314	Lft	\$7.00	\$2,198.00	\$6.00	\$1,884.00	\$13.00	\$4,082.00	
20.	Sewer Lining, CIPP, 12-inch Dia. Sanitary		314	Lft	\$52.00	\$16,328.00	\$58.00	\$18,212.00	\$93.00	\$29,202.00	
21.	Site Restoration		10	Syd	\$25.00	\$250.00	\$66.00	\$660.00	\$88.00	\$880.00	
Division III Subtotal					\$20,176.00 *		\$22,356.00		\$26,440.50 *		\$39,914.00
BASE BID - Division IV				Quantity	Unit						
Item											
22.	Mobilization (5% Max)		1	LS	\$1,000.00	\$1,000.00	\$2,000.00	\$2,895.63	\$5,000.00	\$5,000.00	
23.	Color Audio Video Route Survey		1	LS	\$400.00	\$400.00	\$600.00	\$350.00	\$750.00	\$750.00	
24.	Sanitary Manhole, Standard, Over Existing Sewer, Pavement		1	Ea	#####	\$15,000.00	\$22,000.00	\$28,187.50	\$45,300.00	\$45,300.00	
25.	Clean and Pre-Televise, 8-inch Dia. Sewer		380	Lft	\$7.00	\$2,660.00	\$5.00	\$1,900.00	\$13.00	\$4,940.00	
26.	Sewer Lining, CIPP, 8-inch Dia. Sanitary		380	Lft	\$50.00	\$19,000.00	\$38.00	\$14,440.00	\$67.00	\$25,460.00	
27.	Cut/Grind Protruding Sewer Leads, Clay		2	Ea	\$135.00	\$270.00	\$300.00	\$200.00	\$580.00	\$1,160.00	
28.	Chemical Grout Joints		5	Ea	\$3,500.00	\$17,500.00	\$500.00	\$6,250.00	\$2,650.00	\$13,250.00	
29.	Site Restoration		50	Syd	\$25.00	\$1,250.00	\$28.00	\$1,400.00	\$88.00	\$4,400.00	
Division IV Subtotal					\$57,080.00		\$45,440.00		\$60,808.13		\$100,260.00

BASE BID - Division V		Inliner Solutions		DVM Utilities		Pipeline Management		Lanzo Construction	
Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Total Cost
30. Mobilization (5% Max)	1	LS	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,752.03	\$2,752.03	\$5,000.00
31. Color Audio Video Route Survey	1	LS	\$400.00	\$400.00	\$600.00	\$600.00	\$350.00	\$350.00	\$750.00
32. Clean and Pre-Televise, 12-inch Dia. Sewer	258	Lft	\$7.00	\$1,806.00	\$7.00	\$1,806.00	\$7.00	\$1,806.00	\$3,354.00
33. Clean and Pre-Televise, 15-inch Dia. Sewer	364	Lft	\$7.00	\$2,548.00	\$5.00	\$1,820.00	\$9.00	\$3,276.00	\$4,732.00
34. Sewer Lining, CIPP, 12-inch Dia. Sanitary	258	Lft	\$55.00	\$14,190.00	\$55.00	\$14,190.00	\$90.00	\$23,220.00	\$25,800.00
35. Sewer Lining, CIPP, 15-inch Dia. Sanitary	364	Lft	\$60.00	\$21,840.00	\$75.00	\$27,300.00	\$65.00	\$23,660.00	\$38,220.00
36. Heavy Sewer Cleaning, 15-inch Diameter, as-needed	364	Lft	\$1.00	\$364.00	\$3.25	\$1,183.00	\$0.01	\$3.64	\$11,648.00
37. Cut/Grind Protruding Sewer Leads, Clay	2	Ea	\$135.00	\$270.00	\$300.00	\$600.00	\$100.00	\$200.00	\$1,160.00
38. Lateral Connection Cleaning	5	Ea	\$135.00	\$675.00	\$250.00	\$1,250.00	\$500.00	\$2,500.00	\$1,300.00
39. Site Restoration	10	Syd	\$750.00	\$7,500.00	\$65.00	\$650.00	\$2.50	\$25.00	\$880.00
Division V Subtotal				\$50,593.00	*	\$51,399.00		\$57,792.67	\$92,844.00
TOTAL BID AMOUNT				\$177,812.00	*	\$194,999.00		\$238,484.74	\$363,381.00
ENGINEER: Maria Corona Hubbell, Roth & Clark, Inc. 555 Hulet Drive Bloomfield Hills, MI 48302									

*Amount corrected by Engineer.



To: Village Council President and Council Members

From: Village Manager

Date: November 17, 2023

Re: Awarding of the Pump Station Bid

Attached to this memorandum, please see the results of the bid for the work on three Beverly Hills pump stations. In 2022, Council approved a proposal for repairs to three pump stations located in Beverly Hills. The project was to be funded by monies received from the American Rescue Plan Act (ARPA). The lowest, qualified bid is in excess of the ARPA funding available for this project. There is approximately \$421,000 available in the ARPA funding that is remaining to go towards this project. The Council does have options if it wishes to decrease the scope of the project to meet the budget. In addition, as detailed in the Memorandum and Recommendation from HRC, which is attached, the Oakland County Water Resources Commissioner (WRC) has \$100,000 in reserve monies budgeted in 2025 for major repairs, that could be put towards this project.

The winning bid for the construction costs, after the removal of some non-critical items, is \$614,900.20. The original and amended total project budgets are listed below:

Original Construction Budget: \$318,660

Original Engineering Budget: \$34,060

Original Total Project Cost: \$352,720

Proposed Construction Cost: \$614,900

Proposed Amended Engineering Budget: \$60,750

Proposed Total Project Cost: \$675,650

Please be advised that any monies in excess of ARPA funds or available funds for major repairs in our WRC fund will have to come out of the Village Water and Sewer Fund, Fund 592. Funding is available in 592 to supplement the additional construction and engineering costs.

Brad Shepler from HRC will be present to answer any questions.

Recommended Resolution

Be it resolved, the Beverly Hills Village Council awards the Sanitary Pump Station Improvement Project bid to Trojan Development Company in the amount of \$614,900.20. Be it further resolved, the Council approves HRC's engineering costs for this project in an amount not to exceed \$60,750. Funds for this project are available in Account 592.



November 17, 2023

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

Attention: Mr. Jeffery Campbell, Village Manager

Re: Sanitary Pump Station Improvement Project
Bid Results & Recommendation of Award

HRC Job No. 20220454

Dear Mr. Campbell,

Hubbell, Roth & Clark, Inc (HRC) has reviewed the bids received on October 17, 2023, for the subject project. There were three (3) bids received and publicly opened and read with the lowest responsive bid submitted by Trojan Development Company of Oxford, Michigan with an as-read bid of \$685,900.20. Copies of the Bid Tab are enclosed for your reference and distribution. The low bid was higher than the preliminary budget provided during the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), otherwise known as ARPA funds, but below the final pre-bid Engineer's Estimate of construction costs on this Contract.

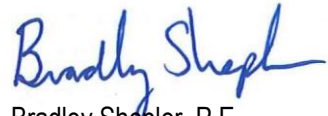
Trojan Development Company has satisfied the requirements of the specifications and has submitted all of the necessary information in order for the bid proposal to be considered complete and responsive. Trojan Development Company is a preferred contractor with the Oakland County Water Resources Commissioner's office (WRC), is familiar with WRC operated and maintained sanitary pump stations of this size and type and has successfully completed numerous sanitary pump station improvement projects within Southeast Michigan of comparable and larger size than the subject project.

Through coordination efforts between the Contractor, Village, WRC and HRC, value engineering and removal of non-critical items from the project, the Village was able to negotiate a reduced project cost of \$614,900.20 to complete the Work. Therefore, we recommend award of the Sanitary Pump Station Improvement Project construction contract to Trojan Development Company at the negotiated total amount of \$614,900.20 subject to the Contractor supplying the requisite bonds and insurance certificates. The project is scheduled to start in April of 2024 and progress through mid-August.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Bradley Shepler, P.E.
Senior Associate

Attachment

pc: Village of Beverly Hills; Neil Johnston
HRC; D. Mitchell, J. Nagle, File



Memorandum

To: Jeff Campbell/Neil Johnston

From: Bradley Shepler, P.E.

Date: November 15, 2023

Subject: Sanitary Pump Station Improvement Project
Updated Cost Estimates, Bid Results and Project Budget

HRC Job No. 20220454

This memorandum was developed to document and summarize preliminary budgeting, scope modifications and cost increases during design and conversations held during the final design and bidding process for the subject project.

An original construction cost estimate for sanitary pump station improvements of \$318,660 was submitted to HRC by the WRC based on their investigation and list of immediate needs at each of the pump stations. This project budget assumed that WRC staff would be performing most of the pump, valve and piping replacement work and did not take into account the full nuance and complexity of the work involved with the complete shutdown of the stations to replace the pumping systems, valves and piping. Additionally, complementary work was added to the scope to take advantage of the total system shutdown required to perform the originally scoped work. As such, as design progressed, the scope grew and the estimated project costs increased. These scope and project cost increases were presented and reviewed with Village staff prior to bidding. It was discussed at that time to proceed with bidding the full job but to split the project into Divisions (based on the individual pump station sites) so that the project could be tailored (i.e. Division(s) omitted) to work within the Village's project budget.

Due to other ARPA projects being completed under budget, the remaining funds in the ARPA available to pay for the construction costs of this project is approximately \$421,000.00. The bids for the project were collected on October 17, 2023 and the low bid was \$685,900.20. Understanding that CSLFRF were not enough to fund the entire project, HRC reached out to the WRC to discuss the potential transfer of system reserves being held by the County for Capital Improvement projects. Through these discussions it was discovered that the WRC had monies integrated into their rate methodology for improvements to the Sanitary Pump Stations that would no longer be needed with the completion of the subject project and could transfer up to \$100,000 of system reserves to the Village for this project. Additionally, discussions with the Village Finance Director indicated that up to \$50,000 is available in the sewer fund that could be allocated for this project in this fiscal year (FY24) and that another \$50,000 could be allocated in FY25 to complete the project. These additional project transfers would bring the total available funds for this project to approximately \$621,000.

Village staff and HRC then met with Trojan Development Company and WRC staff on October 25, 2023 to discuss the budget concerns with the project and ways the scope could be adjusted to work within the Village's available funds. After some value engineering, removal of non-critical items of work and coordination agreements between the WRC and Trojan Development Company fostered from their long-term relationship with each other, the Village and Trojan Development Company were able to negotiate a revised total construction cost of \$614,900.00. The following items of work were negotiated;

- 1) Item #9 was removed from the Contract (-\$25,500.00)
- 2) Item #12, #21 and #47 were removed from the Contract (-\$28,000.00)
- 3) Building Improvements at Pump Station #8 (Items #29-#40) were prioritized and reduced (-\$17,600.00)

- Item #9 was a proposed long-term improvement to the Pump Station #7 site that would allow for easier future rehabilitation work but was not necessary for the construction of the project. It was determined to be a non-critical item with minimal impact to the project if removed.
- Items #12, #21 and #47 were allowances for the rental of a vactor truck to be onsite during periods when the pump station is shut down and upstream flow is surcharging the wet well and the upstream system. These items were precautionary items to include in the project to minimize the risk of system backups due to this project. The WRC agreed to utilize their vactor trucks as a standby should they be needed to be used so that the contractor would not have to rent a vactor for the project.
- Item #29 – Item #40 were improvements to the building at pump station #8. HRC's structural team along with the Contractor provided additional value engineering to prioritize the work and reduce the scope of the improvements.

In total, the negotiations yielded a proposed \$71,100.00 savings, which would bring the total construction cost down to \$614,900.20, which is \$6,100.00 less than the total available monies including the ARPA and the additional funds from the WRC and the Village water and sewer fund.

Although the contingency is small, it is recommended that the Village proceed with the full project utilizing the remaining ARPA and the additional funds through the WRC and Village water and sewer fund contributions.

However, should Village Council not wish to pursue these additional funds, it is recommended that Division 1 and Division 3 be completed with the site improvements and building improvements in Division 2 being completed up to the full amount remaining in the ARPA.



November 17, 2023

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

Attention: Mr. Jeffery Campbell, Village Manager

Re: Sanitary Pump Station Improvement Project
Bid Results & Recommendation of Award

HRC Job No. 20220454

Dear Mr. Campbell,

Hubbell, Roth & Clark, Inc (HRC) has reviewed the bids received on October 17, 2023, for the subject project. There were three (3) bids received and publicly opened and read with the lowest responsive bid submitted by Trojan Development Company of Oxford, Michigan with an as-read bid of \$685,900.20. Copies of the Bid Tab are enclosed for your reference and distribution. The low bid was higher than the preliminary budget provided during the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), otherwise known as ARPA funds, but below the final pre-bid Engineer's Estimate of construction costs on this Contract.

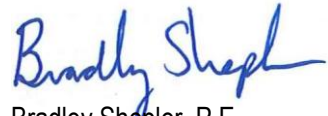
Trojan Development Company has satisfied the requirements of the specifications and has submitted all of the necessary information in order for the bid proposal to be considered complete and responsive. Trojan Development Company is a preferred contractor with the Oakland County Water Resources Commissioner's office (WRC), is familiar with WRC operated and maintained sanitary pump stations of this size and type and has successfully completed numerous sanitary pump station improvement projects within Southeast Michigan of comparable and larger size than the subject project.

Through coordination efforts between the Contractor, Village, WRC and HRC, value engineering and removal of non-critical items from the project, the Village was able to negotiate a reduced project cost of \$614,900.20 to complete the Work. Therefore, we recommend award of the Sanitary Pump Station Improvement Project construction contract to Trojan Development Company at the negotiated total amount of \$614,900.20 subject to the Contractor supplying the requisite bonds and insurance certificates. The project is scheduled to start in April of 2024 and progress through mid-August.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Bradley Shepler, P.E.
Senior Associate

Attachment

pc: Village of Beverly Hills; Neil Johnston
HRC; D. Mitchell, J. Nagle, File

BID TABULATION
SANITARY PUMP STATION IMPROVEMENTS PROJECT
VILLAGE OF BEVERLY HILLS
OAKLAND COUNTY, MICHIGAN

Bids Due: Tuesday, October 17, 2023 at 11:00 a.m.
HRC Job # 20220454

Trojan Development Co.
P.O. Box 534
Oxford, MI 48371
Phone: (248) 628-6200

CSM Mechanical, LLC
1235 Holden Ave.
Milford, MI 48381
Phone: (248) 302-2078

Midwest Power Systems, Inc.
2401 Hickory Oak
Milford, MI 48380
Phone: (248) 770-5121

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
DIVISION 1 – PUMP STATION #7								
1. Mobilization, Max 5%	1 LS	LUMP SUM		\$8,500.00		\$14,592.00		\$5,500.00
2. Color Audio-Video Route Survey	1 LS	LUMP SUM		\$1,950.00		\$1,887.00		\$1,000.00
3. Valve Chamber Piping & Valve Replacement	1 LS	LUMP SUM		\$31,000.00		\$20,964.00		\$20,000.00
4. Valve Chamber Existing Equipment Protection and Coating	1 LS	LUMP SUM		\$8,000.00		\$6,317.00		\$6,500.00
5. Wet Well Piping Replacement	1 LS	LUMP SUM		\$56,000.00		\$65,881.00		\$45,000.00
6. Pump & Pump Base Removal and Replacement	3 EA	EA	\$40,000.00	\$120,000.00	\$61,547.00	\$184,641.00	\$45,366.67	\$136,100.01
7. Bypass Pumping, PS #7	1 LS	LUMP SUM		\$11,000.00		\$14,668.00		\$45,000.00
8. 12 inch Temporary Line Stop (ALLOWANCE)	1 LS	LUMP SUM		\$25,500.00		\$10,600.00		\$10,600.00
9. Cut in Gate Valve and Well, 12 inch, Special	1 EA	EA		\$25,500.00	\$20,815.00	\$26,000.00		\$26,000.00
10. 12 inch Line Stop Preparation and Coordination	1 LS	LUMP SUM		\$6,500.00		\$2,278.00		\$4,500.00
11. Maintaining Traffic	1 LS	LUMP SUM		\$8,500.00		\$3,136.00		\$4,500.00
12. Vector Truck Rental (ALLOWANCE)	1 LS	LUMP SUM		\$12,000.00		\$12,000.00		\$12,000.00
13. Electrical System Upgrades, PS #7	1 LS	LUMP SUM		\$5,000.00		\$10,210.00		\$7,200.00
Subtotal Amount of Bid (DIVISION 1)				\$304,550.00		\$367,989.00		\$323,900.01
DIVISION 2 – PUMP STATION #8								
14. Mobilization, Max 5%	1 LS	LUMP SUM		\$8,500.00		\$10,388.50		\$5,500.00
15. Color Audio-Video Route Survey	1 LS	LUMP SUM		\$2,300.00		\$2,223.00		\$1,000.00
16. Valve Chamber Piping & Valve Replacement	1 LS	LUMP SUM		\$27,000.00		\$20,871.00		\$23,900.00
17. Valve Chamber Existing Equipment Protection and Coating	1 LS	LUMP SUM		\$8,000.00		\$5,376.00		\$6,500.00
18. Wet Well Piping Replacement	1 LS	LUMP SUM		\$54,500.00		\$61,590.00		\$45,000.00
19. Pump & Pump Base Removal and Replacement	2 EA	EA		\$72,500.00	\$32,519.00	\$65,038.00	\$39,500.00	\$79,000.00
20. Bypass Pumping, PS #8	1 LS	LUMP SUM		\$10,500.00		\$13,153.00		\$45,000.00
21. Vector Truck Rental (ALLOWANCE)	1 LS	LUMP SUM		\$8,000.00		\$8,000.00		\$8,000.00
22. Emergency Bypass (ALLOWANCE)	1 LS	LUMP SUM		\$4,000.00		\$4,000.00		\$4,000.00
23. Maintaining Traffic	1 LS	LUMP SUM		\$3,500.00		\$3,136.00		\$3,500.00
24. Electrical System Upgrades, PS #7	1 LS	LUMP SUM		\$5,500.00		\$9,630.00		\$5,500.00
25. Remove and Replace Automatic Transfer Switch	1 LS	LUMP SUM		\$13,750.00		\$14,753.00		\$9,500.00
SITE IMPROVEMENTS								
26. Concrete Curb and Gutter, C4, Mod	23	LFT		\$2,900.00	\$126.00	\$2,898.00	\$217.39	\$4,999.97
27. Site Clearing, Grading and Rip Rap	1	LS		\$5,600.00		\$18,200.00		\$5,000.00
28. Adjust Structure	1	VFT		\$1,250.00		\$3,136.00	\$2,500.00	\$2,500.00
BUILDING IMPROVEMENTS								
29. Quantity Confirmation, Max 10%	1	LS		\$500.00		\$4,349.00		\$5,000.00
30. Mudjacking	200	CFT	\$28.00	\$5,600.00	\$12.70	\$2,540.00	\$20.00	\$4,000.00
31. Wall Gap Repair	70	LFT	\$38.57	\$2,699.90	\$17.85	\$1,249.50	\$30.00	\$2,100.00
32. Interior Crack Repair	50	LFT	\$30.00	\$1,500.00	\$26.80	\$1,340.00	\$30.00	\$1,500.00
33. Wall Corner Connection Repair	4	EA	\$937.50	\$3,750.00	\$710.00	\$2,840.00	\$375.00	\$1,500.00
34. Roof Repair Membrane	130	LFT	\$50.00	\$6,500.00	\$154.73	\$20,114.90	\$153.85	\$20,000.50
35. Crack Pressure Injection	65	LFT	\$104.62	\$6,800.30	\$37.90	\$2,463.50	\$38.46	\$2,499.90
36. Concrete Surface Repair	125	SFT	\$89.60	\$11,200.00	\$57.34	\$7,167.50	\$20.00	\$2,500.00
37. Foundation Clips	5	EA	\$320.00	\$1,600.00	\$181.00	\$905.00	\$300.00	\$1,500.00
38. Framing Post Repair	4	EA	\$1,425.00	\$5,700.00	\$282.00	\$1,128.00	\$800.00	\$3,200.00
39. Structural Steel Coating	50	SFT	\$55.00	\$2,750.00	\$62.10	\$3,105.00	\$80.00	\$4,000.00
40. Wall Corner Repair	60	LFT	\$40.00	\$2,400.00	\$10.60	\$636.00	\$41.67	\$2,500.20
Subtotal Amount of Bid (DIVISION 2)				\$280,400.20		\$290,230.90		\$299,200.57
DIVISION 3 – PUMP STATION #6								

BID TABULATION
SANITARY PUMP STATION IMPROVEMENTS PROJECT
VILLAGE OF BEVERLY HILLS
OAKLAND COUNTY, MICHIGAN

Bids Due: Tuesday, October 17, 2023 at 11:00 a.m.
HRC Job # 20220454

Trojan Development Co.
P.O. Box 534
Oxford, MI 48371
Phone: (248) 628-6200

CSM Mechanical, LLC
1235 Holden Ave.
Milford, MI 48381
Phone: (248) 302-2078

Midwest Power Systems, Inc.
2401 Hickory Oak
Milford, MI 48380
Phone: (248) 770-5121

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
41. Mobilization, Max 5%	1 LS	LUMP SUM		\$7,500.00		\$4,510.00		\$5,500.00
42. Color Audio-Video Route Survey	1 LS	LUMP SUM		\$1,950.00		\$1,887.00		\$1,000.00
43. Valve Chamber Piping & Valve Replacement	1 LS	LUMP SUM		\$18,500.00		\$21,906.00		\$12,700.00
44. Valve Chamber Existing Equipment Protection and Coating	1 LS	LUMP SUM		\$7,000.00		\$4,704.00		\$6,500.00
45. Wet Well Piping Replacement	1 LS	LUMP SUM		\$42,000.00		\$36,470.00		\$45,000.00
46. Bypass Pumping, PS #6	1 LS	LUMP SUM		\$10,500.00		\$14,110.00		\$45,000.00
47. Vactor Truck Rental (ALLOWANCE)	1 LS	LUMP SUM		\$8,000.00		\$8,000.00		\$8,000.00
48. Maintaining Traffic	1 LS	LUMP SUM		\$5,500.00		\$3,136.00		\$3,500.00
Subtotal Amount of Bid (DIVISION 3)				\$100,950.00		\$94,723.00		\$127,200.00
TOTAL AMOUNT BID ALL DIVISIONS				\$685,900.20		\$752,942.90		\$750,300.58
								*

ENGINEER: Bradley Shepler, P.E.
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48303

MEMORANDUM

To: Honorable President George; Village Council
CC: Jeffrey Campbell, Village Manager; Tom Ryan, Village Attorney; Peggy Linkswiler,
Treasurer
From: Sheila McCarthy, Finance Director
Date: November 17, 2023
Re: FY 2024 Budget Amendments

Attached are proposed FY 2024 Village of Beverly Hills Budget Amendments.

In the General Fund there are various revenue and expenditure amendments including amendments to reclassify expenditures between the various general ledger accounts and adjustments to actual. The net effect of the amendments is a net fund decrease of \$23,105.

In the Major Road Fund there is an amendment of \$222,000 for the asphalt work on 14 Mile. Other amendments include reclassifying various expenditures between accounts and an amendment for traffic signs approved by the Council on Riverside and Pierce Road. The net effect of the amendments is a net fund decrease of \$226,572 in Major Roads and a net fund decrease of \$4,151 in Local Roads.

In the Public Safety Fund there are amendments due to Rap MMRMA program money received as well as Opioid Settlement money. Expenditure adjustments are due to retiree costs being transferred back to Public Safety from Fund 730, Retiree Health Care Fund. The net effect of the amendments is a net fund decrease of \$22,591.

These proposed FY2024 Budget Amendments have been reviewed by the Village Administration and are recommended for approval.

Recommended Resolution

Be it resolved that the Village of Beverly Hills Council authorizes Village Administration to transfer or adjust monies reserved in the General, Major Roads, Local Roads and Public Safety Fund, as reflected in the November 17, 2023, memorandum from Finance Director, Sheila McCarthy.

Village of Beverly Hills

FY24: Proposed Budget Amendments for 11/21/23 Council Meeting

a/c	Fund	Account Description	Original Budget	Budget Amendments	Amended Budget	
General Fund Revenue Amendments						
101-000-571.00	General	METRO ACT APPLICATION	-	500	500	Adjust to actuals received
101-000-574.03	General	STATE REVENUE - LIQUOR LICENSE REBATE	5,500	1,875	7,375	Adjust to actuals received
101-000-632.00	General	LANDLORD INSPECTION REVENUE	19,000	(19,000)	-	G/L a/c number change
101-000-627.00	General	LANDLORD INSPECTION REVENUE	-	19,000	19,000	G/L a/c number change
101-000-674.01	General	HALLOWEEN HOOT REVENUE	6,500	2,000	8,500	Adjust to actuals received
101-000-675.00	General	CALENDAR AD REVENUE	1,000	2,150	3,150	Adjust to actuals received
		Net Revenue Amendment Increase (Decrease)		6,525		
General Fund Expenditure Amendments						
101-171-718.03	General	DENTAL INSURANCE	-	2,000	2,000	Employee added Dental insurance
101-215-801.20	General	RECODIFICATION SERVICES	-	3,240	3,240	Timing from FY23 to FY24
101-248-723.06	General	RETIREE DENTAL	-	2,000	2,000	Moved from 730 back to 101 and 205
101-248-723.08	General	RETIREE HEALTH BASIC FEE	-	755	755	Moved from 730 back to 101 and 205
101-248-933.01	General	BS&A SOFTWARE ANNUAL SUPPORT FEE	4,000	1,200	5,200	Increased BS&A support fees
101-441-946.00	General	ENGINEERING	-	1,100	1,100	Speed study
101-751-934.02	General	BUCKTHORN ERADICATION	500	3,500	4,000	Additional Buckthorn Eradication
101-751-934.18	General	R&M PARK	20,000	10,000	30,000	Expenses reclassified to R & M Park
101-751-934.20	General	OUTDOOR SERVICES LANDSCAPING	10,000	(10,000)	-	Expenses reclassified from Outdoor Services Landscaping
101-751-949.00	General	ART IN THE PARKS	-	1,200	1,200	New Account set up in FY24
101-900-974.07	General	LAND IMPROVEMENTS - GENERAL	-	14,635	14,635	Village Hall Landscaping, approved by Council
101-900-975.05	General	BUILDING, BUILDING IMPROVEMENTS	10,000	(10,000)	-	Combine 975.05 and 975.00
101-900-975.00	General	CAPITAL BUILDING IMPROVEMENTS	10,000	10,000	20,000	Combine 975.05 and 975.00
		Net Expenditure Amendment Increase (Decrease)		29,630		
		Net of Revenues & Expenditures		(23,105)		
Major Road Fund Revenue Amendments						
202-000-688.07	Major	SPECIAL ASSESSMENT	1,000	1,000	2,000	Adjust to actuals
		Net Revenue Amendment Increase (Decrease)		1,000		
Major Road Fund Expenditure Amendments						
202-449-926.00	Major	ASPHALT RESURFACE/HMA PATCHING	20,000	222,000	242,000	For work on 14 mile, timing between FY23 & FY24
202-463-792.00	Major	ROAD REPAIR MATERIAL & MAINTENANCE	36,750	(36,750)	0	Reclassified to 934.58 Road R & M
202-463-934.07	Major	CULVERT REPAIR & MAINTENANCE	2,087	(2,087)	0	
202-463-934.16	Major	BASINS GRATES & COVERS	1,148	(1,148)	0	Expenses being reclassified to Drainage - R & M, 938.77
202-463-934.24	Major	R & M DITCHES	3,953	(3,953)	0	
202-463-934.26	Major	R & M BUILDING & GROUNDS	9,000	6,000	15,000	Additional per DPW Director
202-463-934.27	Major	ROAD SHOULDERING	5,000	(5,000)	0	Reclassified to 934.58 Road R & M
202-463-934.37	Major	WEED/GRASS CUTTING/TRIMMING	35,000	(35,000)	0	Reclassified to R & M Building & Grounds
202-463-934.57	Major	RIGHT OF WAY (ROW) MAINTENANCE	-	45,000	45,000	New Account, expenses reclassified
202-463-934.58	Major	ROAD REPAIR & MAINTENANCE	-	41,750	41,750	New Account, expenses reclassified F/463-792.00
202-463-937.00	Major	ASPHALT & COLD PATCH	17,958	(17,958)	0	Reclassified to Road Repaid & Maintenance
202-463-938.77	Major	DRAINAGE - REPAIRS & MAINTENANCE	-	7,188	7,188	Reclass from 934.07/934.16/934.24
202-478-940.01	Major	WINTER EQUIPMENT RENTAL	7,254	(7,254)	-	
202-478-934.59	Major	WINTER ROAD R & M	-	7,254	7,254	Reclass to new a/c "Winter Road R & M"
202-900-976.01	Major	CAPITAL EQUIPMENT - NEW TRAFFIC SIGNS	-	7,530	7,530	Traffic signs approved by Council on Riverside/Pierce
		Net Expenditure Amendment Increase (Decrease)		227,572		
		Net of Revenues & Expenditures		(226,572)		
Local Road Fund Revenue Amendments						
				-	-	
		Net Revenue Amendment Increase (Decrease)		0		

Village of Beverly Hills

FY24: Proposed Budget Amendments for 11/21/23 Council Meeting

a/c	Fund	Account Description	Original Budget	Budget Amendments	Amended Budget	
		Local Road Fund Expenditure Amendments				
203-463-792.00	Local	ROAD REPAIR MATERIAL	46,729	(46,729)	-	Expenses reclassified to 934.58 Road R & M
203-463-934.07	Local	CULVERT REPAIR & MAINTENANCE	29,906	(29,906)	-	Expenditures posted to Drainage R & M
203-463-934.16	Local	BASINS GRATES & COVERS	8,200	(8,200)	-	
203-463-934.24	Local	R & M DITCHES	6,986	(6,986)	-	
203-463-934.25	Local	SIDEWALK MAINTENANCE	50,000	1,500	51,500	Adjust to actual YTD expenditures
203-463-934.36	Local	DUST CONTROL	1,300	(1,300)	-	
203-463-934.37	Local	WEED/GRASS CUTTING/TRIMMING	4,000	(4,000)	-	Reclassified to R & M Building & Grounds, 202-463-934.26
203-463-934.57	Local	RIGHT OF WAY (ROW) MAINTENANCE	-	55,000	55,000	New Account, reclass from various other accounts
203-463-934.58	Local	ROAD REPAIR & MAINTENANCE	-	30,000	30,000	Asphalt & Cold patch now included in this account
203-463-937.00	Local	ASPHALT & COLD PATCH	29,805	(29,805)	-	Reclassified to Road R & M, 202-463-934.58
203-463-938.77	Local	DRAINAGE - REPAIRS & MAINTENANCE	-	40,000	40,000	Expenditures Reclassed from various Maintenance a/c's
203-463-940.00	Local	EQUIPMENT RENTAL	15,000	(13,000)	2,000	a/c only used for outside equipment rentals
203-478-934.59	Local	WINTER ROAD MAINTENANCE	-	15,769	15,769	New account, prior account Winter Equipment Rental
203-478-940.01	Local	WINTER EQUIPMENT RENTAL	15,769	(15,769)	-	In FY24 - charged to 934.59, Winter Road Maintenance
203-900-980.03	Local	EQUIPMENT - LOCAL ROADS	-	17,577	17,577	Traffic Control signs/Speed Humps approved by Council
		Net Expenditure Amendment Increase (Decrease)		4,151		
		Net of Revenues & Expenditures		(4,151)		
		Public Safety Fund Revenue Amendments				
205-000-677.00	Public Safety	RAP MMRMA PROGRAM	-	29,521	29,521	Unbudgeted RAP grant received
205-000-688.50	Public Safety	OTHER REVENUE - OPIOIDS SETTLEMENT	-	2,088	2,088	Opioid Settlement money unbudgeted
		Net Revenue Amendment Increase (Decrease)		31,609		
		Public Safety Fund Expenditure Amendments				
205-345-723.06	Public Safety	RETIREE DENTAL	-	25,000	25,000	Budgeted in Fund 730, move for FY24 to Fund 205
205-345-723.07	Public Safety	RETIREE HEALTH INSURANCE OPT- OUT	-	27,000	27,000	Budgeted in Fund 730, move for FY24 to Fund 205
205-345-723.08	Public Safety	RETIREE HEALTH BASIC FEE	-	2,200	2,200	Budgeted in Fund 730, move for FY24 to Fund 205
		Net Expenditure Amendment Increase (Decrease)		54,200		
		Net of Revenues & Expenditures		(22,591)		



To: Village Council President and Council Members

From: Village Manager

Date: November 17, 2023

Re: SRTS and TAP Update

Attached to this memorandum, please find an update from the Village's Engineering Consultant, HRC, a report outlining an on the Sidewalk Connector Program. Brad Shepler from HRC will be present to answer any questions or concerns.



VILLAGE OF BEVERLY HILLS SIDEWALK CONNECTOR PROGRAM

HRC Project Nos. 20210547 & 20211142

Topographic Survey and Design

Account of Project Standing

APS #: 2

Time Period: September 1, 2023 to October 31, 2023

Prepared By: Jack Nagle, P.E. Date Issued: November 2, 2023

Summary:

This document provides an update on the construction progress of the Sidewalk Connector Program (TAP Grant and SRTS Grant Projects) in the Village of Beverly Hills

Work Completed Since the Last Account of Project Standing:

Tap Grant Project

- Working on preliminary set of plans
- Working with EGLE to determine permit requirements for floodplain (Part 31) and river crossing (Part 301) Permits
- Working with structural staff to re-align sidewalk over the Rogue River to minimize the length of the bridge
- Developed temporary and permanent easement documents.
- Submitted quarterly reports to Michigan Department of Transportation
- Submitted NEPA Review
- Reviewing options for retaining wall materials

SRTS Grant Project

- Working on preliminary set of plans
- Developed temporary and permanent easement documents.
- Held meeting to discuss final alignment with Village Staff
- Sidewalk alignment re-adjusted after meeting with Village Staff.
- Begin to evaluate drainage impacts
- Submitted quarterly reports to Michigan Department of Transportation
- Submitted NEPA Review
- Contacted DTE about Utility Pole Conflicts and Pole Relocation.

Focus of Efforts in Next Month:

Tap Grant Project

- Present Temporary and Permanent Easement Documents to the affected property owners.
- Continue to work on preliminary plan set.
- Part 31 Permitting
- Pedestrian bridge design
- Design of retaining wall sections



VILLAGE OF BEVERLY HILLS SIDEWALK CONNECTOR PROGRAM

HRC Project Nos. 20210547 & 20211142

Topographic Survey and Design

Account of Project Standing

- Culvert and hydraulic Analysis
- Grant Reporting

SRTS Grant Project

- Present Temporary and Permanent Easement Documents to the affected property owners.
- Continue to work on preliminary plan set.
- Continue to evaluate drainage impacts.
- Grant Reporting

Schedule Status:

Tap Grant Project

- Currently on pace for Grade Inspection (GI) Submittal in February/March 2024.

SRTS Grant Project

- Currently on pace for Grade Inspection (GI) Submittal in February/March 2024.

Critical Decisions Made:

Tap Grant Project

- Bridge is required along 13 Mile Road at the river crossing east of Lahser Rd.
- Appears we can utilize a boardwalk section and add a culvert extension to the river crossing west of Lahser to avoid having to add another bridge to the project.

SRTS Grant Project

- Design team was tasked to avoid existing landscaping features (trees, bushes, fences, etc.) as best as possible in lieu of maintaining a straighter sidewalk alignment.
- Riverside and Greenfield Sections will be added after the project if Village budget allows.

Outstanding Critical Questions:

Tap Grant Project

- Evaluating the permitting requirements at the river crossing west of Lahser.
- Will easement discussions along topographically challenging areas allow our desired alignment to be instituted.

SRTS Grant Project

- Is the scope of the project going to be reduced or are we going to include the portions of Greenfield Rd. and Riverside Drive that were considered for omission to reduce project cost estimate?



VILLAGE OF BEVERLY HILLS SIDEWALK CONNECTOR PROGRAM

HRC Project Nos. 20210547 & 20211142

Topographic Survey and Design

Account of Project Standing

- If scope is reduced, who will be charged with getting consensus from the schools for the change?

Village of Beverly Hills Assistance Needed:

Tap Grant Project

- Provide assistance with easement and encroachment discussions with property owners.
- Support the necessary clearing efforts that will be required along 13 Mile Rd. and Evergreen Rd.

SRTS Grant Project

- Provide assistance with easement and encroachment discussions with property owners.
- Reach out to school principals to approved reduced scope project

Impediments to Project Schedule:

Tap Grant Project

- Easement Acquisitions
- Detail design efforts of bridge, boardwalk and retaining wall sections.

SRTS Grant Project

- Easement Acquisitions
- DTE Pole relocations
- Agreements with Homeowners with R.O.W. Encroachments

Scope and/or Budget Concerns:

Tap Grant Project

- The design budget is currently 20% expended.
- No design budget concerns at this time.
- Construction cost estimate will be updated once detailed design bridge, boardwalk and retaining wall sections are further along.
- Work for easement acquisition will be billed separately.

SRTS Grant Project

- The design budget is currently 65% expended.
- No design budget concerns at this time.
- Construction cost estimate will be updated once scope reduction critical questions are answered.
- Work for easement acquisition will be billed separately.



To: Village Council President and Council Members

From: Village Manager

Date: November 17, 2023

Re: Project Report from Precision Concrete Cutting and Existing Sidewalk Discussion

This summer, the Village Council approved a pilot project for Precision Concrete Cutting to perform concrete cutting on E Rutland, W Rutland, 13 Mile, Marguerite, Elizabeth, and Madoline. The Administration is pleased with the project results. Attached for your review is a report from the company summarizing the project.

The Council may want to consider moving forward with the maintenance methods provided by Precision Concrete. For reference, they perform these sidewalk maintenance methods in Birmingham, Ann Arbor, Lansing, and various other communities in Oakland County. This method provides greater cost savings than simply replacing slabs that have heaved or are uneven. Precision will be providing several cost estimates to complete portions of the Village. The Administration is providing a map of the Village broken down into sections that should be completed first. More sections will be considered later upon the installation of the new sidewalks that are a part of the TAP and Safe Routes to School Program. The map is attached for your review. Precision should have rough estimates for the work by Monday. The packet will be supplemented at that time.

There will be cost reductions for sidewalks that are contiguous to each other and for work performed prior to July 1, 2023. After this type of work is performed, the Village will have to replace slabs that cannot be corrected by Precision's method. Please be advised that under the Village Charter, the Village may assess maintenance and construction costs on the owner of property abutting the sidewalk. The Council should consider what, if any, of this sidewalk maintenance or replacement work should be assessed to the residents of the Village.



Village of Beverly Hills, MI

2023 SIDEWALK IMPROVEMENT PROJECT, TRIP HAZARD ELIMINATION

Project Summary and Closure

Village of Beverly Hills Objectives:

Save the Sidewalk

Reduce Costs

Improve Walkability

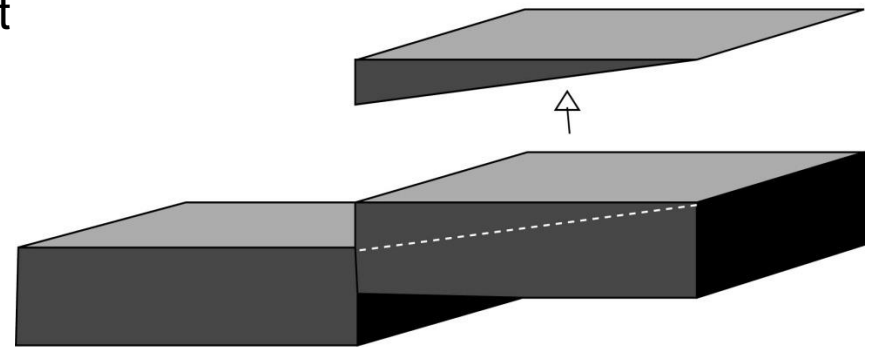
Remove Liabilities



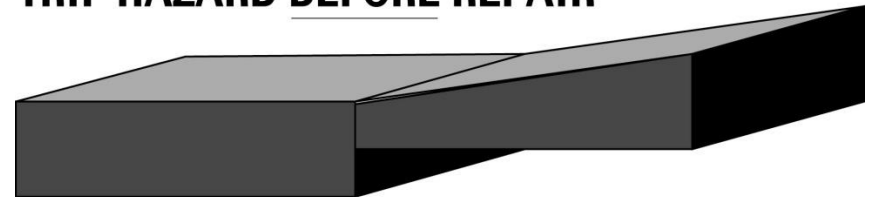


What exactly did we do?

- ✓ Provided a solution that's significantly less expensive than demolish/replacement (Low Cost @\$69 vs \$350 replacement)
- ✓ Charged a competitive per linear foot rate (Easy audit/billing).
- ✓ RECYCLED all scrap concrete
- ✓ ADA slope, zero point of differential between slabs or cracks, to both sides of the sidewalk, uniform texture, and NO DAMAGE to remaining concrete or adjacent walls/trees/fixtures



TRIP HAZARD BEFORE REPAIR



TRIP HAZARD AFTER SAW CUT REPAIR



Before and after pictures, one inch trip hazard





We did **Not** Grind your sidewalks, we CUT them.



OUR PATENTED CUTTING PROCESS....

- ✓ Cost effective, any season
- ✓ Clean, no limits w/ adjacent objects
- ✓ Will NOT damage the concrete
- ✓ Leaves a smooth desirable appearance, complete edge to edge
- ✓ Complies with the Americans with Disabilities Act (ADA) requirements or your specifications



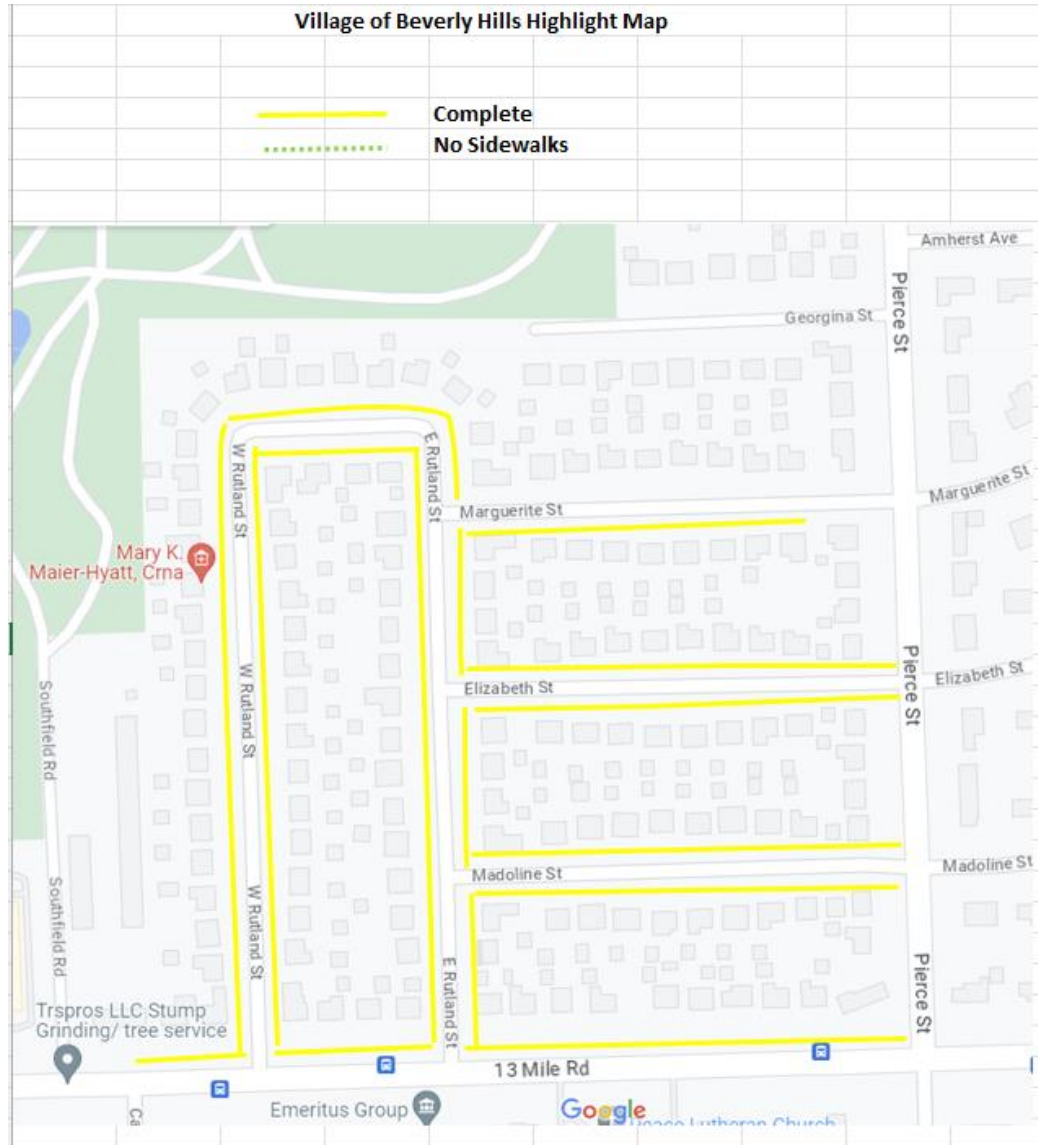


2023 Summary Reports

- Work done in July and August
- W 13 Mile Rd
- W Rutland St
- E Rutland St
- Madoline St
- Elizabeth St
- Marguerite St



Area Completed





Completed Work

Work Completed Summer 2023

Job No. (Area)	Location	RR (Remove and Replace) or out of scope	# of Trip Hazards Cut	Linear Feet	Inch Feet
1	W 13 Mile Rd (northside from Pierce St to the west)	2	109	353.5	163.00
2	W Rutland St	11	233	669.5	298.75
3	E Rutland St	13	194	579.0	260.31
4	Madoline St	8	166	465.5	193.94
5	Elizabeth St	3	173	486.5	199.13
6	Marguerite St (partial, southside from Rutland St to 16925 Marguerite St)	3	64	193.5	85.13
		40	939	2,747.5	1,200.25



Village of Beverly Hills 2023

Budget		Inch Feet	
\$	50,000	PO Amount	1,190 Contract qty
\$	50,411	Completed Value	1,200 Completed qty
\$	3		
\$	(411)	Remaining Balance	-10 Qty remaining

Avg cost per correction \$350 rip-out and replace

Corrected Verticle Displacements 939 (2023 Spring Total)

Cutting Work Done \$ 50,000

IF Demolished Replaced \$ 328,650

Saved \$ 278,650

Programs replace on avg 2 panels per correction

TOTAL SAVINGS \$ 607,300



Our Patented System Is Fast & Effective!

- ✓ We averaged 156+ sidewalk corrections per day
- ✓ Our process allowed us to correct difficult trip hazards
- ✓ We provided daily details on work planned and completed with daily sign-offs
- ✓ No street or sidewalks were closed during our work





Results w/Precision Concrete Cutting:

- ✓ Clean: Detailed clean up of all debris
- ✓ Cost Effective: Superior quality and budget friendly
 - ✓ City **Savings EXCEEDED \$607,300** vs replacement
- ✓ Attractive: Uniform, smooth finish (Great resident feedback)
- ✓ Audit-able: Daily Job Reports reconciled
- ✓ No Impact to Landscape: No slurry, No turf or trees affected
- ✓ Timely: Completed on schedule (**August 2, 2023**)



2023 Sidewalk Project Phases

Initiation, Planning, Delivery, Closure

In Summary

- Project completed **ON-TIME** and **WITHIN BUDGET**
- High **QUALITY** results, ALL req'd areas completed
- No Accidents
- No Performance or Delivery Issues
- Full Compliance achieved
- Resident feedback VERY positive



Precision Concrete, Inc.

Mark Bonkowski (President)

Dean Drow (Project Manager)

Ben Johnson (Business Development Manager)

Jerry Timar (Delivery Manager)

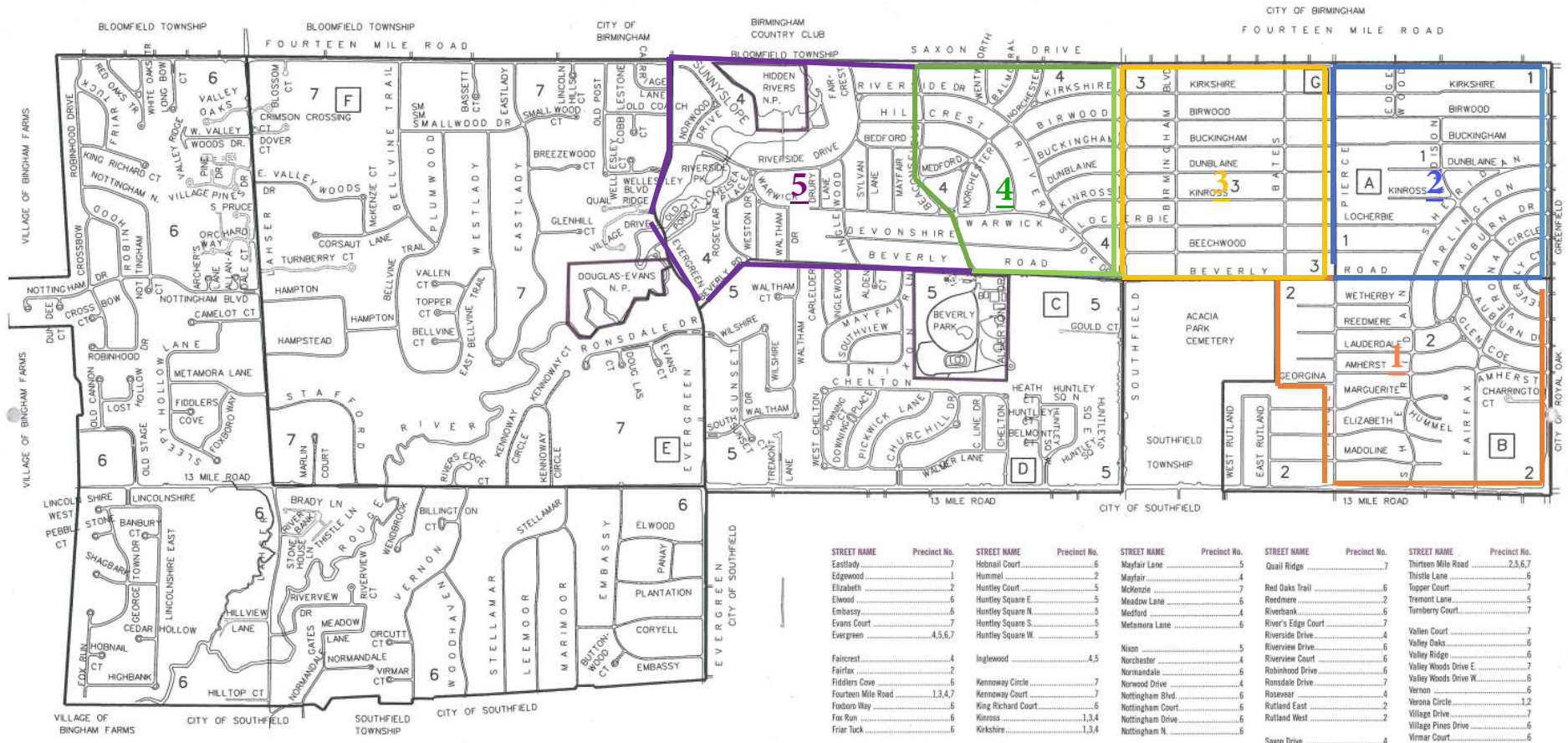
and the rest of the PCC Team!

We look forward to future projects together

www.MichiganSafeSidewalks.com

Thank You !

Village of Beverly Hills



MAP OF PROPOSED SIDEWALK AREAS FOR REPAIR



To: Honorable President George; Village Council Members

From: Jeff Campbell, Village Manager

Subject: Supplement to Business Item #6B

Date: November 17, 2023

Below is an estimate from Precision Concrete Cutting to complete the pilot project throughout the rest of the Village. for the entire village over a 1-year period and a 6-year period. If the Village elects to complete the project over a shorter duration, we will see a lower cost than the 6-year estimate. Precision Concrete Cutting's rates are forecasted to increase by about +/-5% per year.

- If Beverly Hills were to fix all the trip hazards in a single year the total cost is estimated to be \$988,300.
- If Beverly Hills were to fix all the trip hazards over a 6-year period, the total cost is estimated to be \$1,217,877.
- Total savings of cutting vs. traditional replacement is estimated to be \$6,175,000.

Job No. (Area)	Location	RR (Remove and Replace) or out of scope	Estimated # of Trip Hazards Cut	Estimated Linear Feet	Estimated Inch Feet	Estimated Cost	1 Year Project, \$500k or all work completed within 1 year (2024) Net Cost	6 Year Project, each area completed in a new year, final work 2029)
1	Southeast	0	2,279	6,741	2,942	\$164,744	\$123,558	\$129,441
2	Northeast A	0	3,086	10,248	4,389	\$245,770	\$184,328	\$201,883
3	Northeast B	0	4,957	14,665	6,400	\$358,382	\$268,787	\$319,984
4	West A	0	1,394	4,123	1,799	\$100,758	\$75,569	\$97,160
5	West B	0	5,372	15,893	6,936	\$388,406	\$291,304	\$402,277
6	Far West	0	825	2,442	1,066	\$59,673	\$44,755	\$66,066
	Totals	0	17,913	54,112	23,531	\$1,317,733	\$988,300	\$1,216,812
					Additional Services:	\$0		
					Travel and Expenses:	\$0		
					Discount* :	-\$329,433		
					Net Proposed Total:	\$988,300		



To: Village Council President and Council Members

From: Village Manager

Date: November 17, 2023

Re: Riverside Bridge Proposals

Attached to this memorandum, please find an update from the Village's Engineering Consultant, HRC, a report outlining two Riverside Bridge Proposals. Brad Shepler from HRC will be present to answer any questions or concerns.

Memorandum

To: Brad Shepler, P.E.

From: Krista Schoonveld, P.E. and Rich Nacey, P.E.

Date: November 2, 2023

Subject: Village of Beverly Hills
Riverside Bridge Deck Rehabilitation Options

HRC Job No. 20230111

As requested, on July 7, 2023, Rich Nacey and Krista Schoonveld completed an updated site investigation regarding the deterioration observed in the deck and sidewalk of the Riverside Bridge crossing over the Rouge River, just east of Evergreen Road. This bridge consists of 36" wide x 33" deep reinforced concrete box beams and a 6" reinforced concrete deck.

Site observations include reflective longitudinal cracking in the deck full span length, diagonal and random deck cracking in each quadrant, as well as several transverse cracks mostly along the east approach joint, spalling and delamination of the concrete deck in the northeast and northwest quadrants, and minor efflorescence between the adjacent box beam joints on the underside of the deck. The majority of efflorescence noted on the underside was noted along the second joint from the upstream fascia beam below the sidewalk, along with some minor longitudinal cracking in the beams at this joint. Efflorescence and cracking were also observed in the post-tensioning grout pockets.

Observations of Significance:

- Cracking, deterioration, and delamination of the deck noted in the northeast and northwest quadrants.
 - Northeast quad approximately 95 square feet
 - Northwest quad approximately 35 square feet
- Cracking located along the deck and approach joint was noted.
- Significant deterioration and delaminations noted in the upstream sidewalk. Totalling approximately 380 square feet.
- Deterioration and delamination noted along the deck joint of the downstream sidewalk. Totalling approximately 170 square feet.
- Efflorescence along the box beam underside below the upstream sidewalk.
- Cracking and spalling along the top of the concrete railing.
 - Upstream rail approximately 34 linear feet.
 - Downstream rail approximately 16 linear feet.
- Overall good condition of the underside of all box beams.
- Efflorescence and cracking in post-tensioned grout pockets.
- Box Beams are in exceptionally good condition, considering their age.
- Substructure units noted to be in good condition, with small local spalls and a few hairline cracks.

Evaluation:

Moisture and salt laden water has migrated under the concrete sidewalk along the sidewalk/deck joint and due to freeze-thaw cycles has caused the concrete sidewalk surface to deteriorate, scale and delaminate from the deck. In addition, moisture and salt laden water has also migrated under the concrete deck along the approach joints and due to freeze thaw cycles, has caused the concrete deck surface to delaminate from the box beams. It is our opinion that the deterioration is likely limited to the concrete deck and sidewalk and does not extend into the top flange of the box beam. The efflorescence noted along the box beam joints indicates the water is likely leaking under the sidewalk and deck and migrating through the box beam joints. The box beams were noted to be in good condition, considering their age, but if the water migration is not addressed, continued deterioration of the concrete sidewalk and deck will persist, and detrimental deterioration of the box beams is expected.

Prioritized Recommendations (Higher to lower):

1. Replace cracked and delaminated concrete deck in the northeast and northwest quadrant along the approach joint. During removal operations the box beam top flanges should be evaluated.
2. Replace cracked, spalled and delaminated concrete sidewalks.
3. Clean, repair and apply hot pour joint sealant to each approach joint.
4. Clean, repair and reestablish the sidewalk to deck joint and apply hot pour joint sealant.
5. Apply a silane-based penetrating sealant to all exposed surfaces of the concrete deck, sidewalk, and railing to seal all cracks.
6. Replace cracked and spalled concrete along top of bridge railing.
7. Replace deteriorated grout in post-tensioned pockets.

The above noted repairs should be combined into a bridge maintenance project.

Note:

The grouted sandstone inlaid façade in the bridge barrier railing has experienced significant deterioration. While not a structural component of the bridge, the facade deterioration impacts the aesthetic value of the bridge and replacement is recommended, should budget allow.

Comparison: Preliminary Opinion of Construction Costs:

For comparison purposes, cost estimates were prepared for an entire superstructure replacement and a rehabilitation option. Future dollars were not part of this comparison. The estimated service life of each option provides the estimated life span of the structure given appropriate maintenance be completed. A life cycle cost comparison for two options is as follows considering anticipated maintenance and any required rehabilitation to extend the service life is completed:

Option A – Superstructure Replacement: Reuse existing substructure, no substructure repairs, new box beams, new deck and railing and minor approach pavement work:

Estimated Service Life	30 years
Estimated Construction Costs	\$1,400,000
Estimated Maintenance Costs (≈\$9,300/yr)	\$280,000
Total at End of 30 Years	\$1,680,000

Option B – Rehabilitation of the Superstructure: Repair deck delaminations, partial sidewalk replacement, partial barrier replacement using concrete form liners, beam grout pocket repairs, pressure injection of cracks in beams:

Estimated Service Life.....	15 years
Estimated Construction Costs	\$285,000
Estimated Maintenance Costs (≈\$13,600/yr)	\$410,000
Estimated Future Rehabilitation Costs (@ 15 years).....	<u>\$270,000</u>
Subtotal at End of 30 Years (without Partial Barrier Replacement) ..	
\$965,000	

Estimated Partial Barrier/Facade Replacement.....	<u>\$130,000</u>
Total at End of 30 Years	
\$1,095,000	

Note: All Cost Estimates are based on 2023 dollars (ENR CCI: 13497.97).

Recommendation:

Given the condition of the existing box beams and substructure units and the lower life cycle costs, we recommend the Village pursue the bridge rehabilitation option (Option B) for repair of the Riverside Bridge. We do not feel that complete superstructure replacement of the bridge (Option A) is necessary at this time.

PURPOSE

Engineer's #8223 Riverside Bridge

Owner:	City of Beverly Hills	Est. Date:	11/1/2023
Project:	2023 Riverside Bridge Repairs	Project No.	20230111
Work:	Option A - Superstructure Replacement	Prepared By:	K. Schoonveld
		Checked By:	R. Nacey

Basis of Estimate:	Concept:	<input type="checkbox"/>	BOD:	<input type="checkbox"/>	Design:	<input type="checkbox"/>
	Prelim:	<input checked="" type="checkbox"/>	Revised:	<input type="checkbox"/>	Final:	<input type="checkbox"/>

Item No.	Prioritized Item	Quantity	Unit	Unit Price	Sub Total
1	Structures, Rem	1	LS	\$ 165,000.00	\$ 165,000
2	Backfill, Structure, CIP	65	CY	\$ 23.33	\$ 1,516
3	Excavation, Fdn	130	CY	\$ 17.50	\$ 2,274
4	Aggregate Base, LM	65	Cyd	\$ 80.00	\$ 5,200
5	HMA Surface, Rem	195	SY	\$ 15.00	\$ 2,925
6	HMA, 5E10	7	TON	\$ 400.00	\$ 2,800
7	Prest Conc Box Beam, Furn, 33 inch	1148	Ft	\$ 475.00	\$ 545,300
8	Prest Conc Box Beam, Erect, 33 inch	1148	Ft	\$ 70.00	\$ 80,360
9	Superstructure Conc	130	Cyd	\$ 350.00	\$ 45,500
10	Superstructure Conc, Form, Finish, and Cure	1	LSUM	\$ 145,000.00	\$ 145,000
11	Bridge Railing, Aesthetic Parapet Tube	164	Ft	\$ 260.00	\$ 42,640
12	Reinforcement, Steel, Epoxy Coated	29250	LB	\$ 2.00	\$ 58,500
13	Underdrain, Fdn, 4 inch	170	Ft	\$ 15.00	\$ 2,550
14	Water Repellent Treatment, Penetrating	640	SY	\$ 58.32	\$ 37,325
15	Traffic Control	1	LS	\$ 11,664.00	\$ 11,664
	Mobilization	10%			\$ 114,855
	Contingencies	10%			\$ 114,855
Superstructure Replacement Construction Subtotal:					\$ 1,400,000
*1	Deck and Approach Joint Repairs (every 2 years)	10	LS	\$ 7,650.00	\$ 76,500
*2	Water Repellent Treatment, Penetrating, Future (every 5 years)	4	LS	\$ 37,325.00	\$ 149,300
	Mobilization	10%			\$ 22,580
	Contingencies	10%			\$ 22,580
Future Preventative Maintenance Construction Subtotal:					\$ 280,000
Engineer's Preliminary Opinion of Probable Construction Cost:					\$ 1,680,000
Engineer's Preliminary Opinion of Probable Cost per year:					\$ 56,000

Engineer's Note:

This estimate does not include design fees or project management fees. This estimate is for construction costs only. Estimate is based on 2023 dollars (ENR CCI: 13497.97). This option assumes no modifications of the substructure are required to replace the superstructure in kind and full closure of the bridge will occur during construction. Replacement of the superstructure assumes a 30 year service life before rehabilitation is required. Maintenance items up to 30 years are included.

* Likely not required the first 10 years after superstructure replacment

PURPOSE

Engineer's Preliminary Opinion of Probable Construction Cost

Owner:	City of Beverly Hills	Est. Date:	11/1/2023
Project:	#8223 Riverside Bridge Rehab	Project No.	20230111
Work:	Option B - Deck, Sidewalk, & Barrier	Prepared By:	K. Schoonveld
		Checked By:	R. Nacey

Basis of Estimate:	Concept:	<input type="text"/>	BOD:	<input type="text"/>	Design:	<input type="text"/>
	Prelim:	<input checked="" type="text" value="x"/>	Revised:	<input type="text"/>	Final:	<input type="text"/>

Item No.	Prioritized Item	Quantity	Unit	Unit Price	Sub Total
1	Deck Delamination Repair	130	SF	\$ 438.00	\$ 56,940
2	Concrete Sidewalk Repair	550	SF	\$ 205.00	\$ 112,750
3	Deck and Approach Joint Repairs	250	Ft	\$ 30.00	\$ 7,500
5	Water Repellent Treatment, Penetrating	600	SY	\$ 59.00	\$ 35,400
4	Railing Coping Repair	50	Ft	\$ 175.00	\$ 8,750
6	Post Tension Grout Pocket Repairs	10	SF	\$ 175.00	\$ 1,750
7	Pressure Injection	200	LF	\$ 59.00	\$ 11,800
	Mobilization	10%			\$ 23,489
	Contingencies	10%			\$ 23,489
Current Rehabilitation Construction Subtotal:					\$ 282,000
1	Deck and Approach Joint Repairs (every 2 years)	15	LS	\$ 7,650.00	\$ 114,750
2	Water Repellent Treatment, Penetrating, Future (every 5 years)	6	LS	\$ 37,325.00	\$ 223,950
	Mobilization	10%			\$ 33,870
	Contingencies	10%			\$ 33,870
Future Preventative Maintenance Construction Subtotal:					\$ 410,000
*1	Deck Delamination Repair	200	SF	\$ 438.00	\$ 87,600
*2	Concrete Sidewalk Repair	550	SF	\$ 205.00	\$ 112,750
*3	Railing Coping Repair	50	Ft	\$ 175.00	\$ 8,750
*4	Post Tension Grout Pocket Repairs	10	SF	\$ 175.00	\$ 1,750
*5	Pressure Injection	200	LF	\$ 59.00	\$ 11,800
	Mobilization	10%			\$ 22,265
	Contingencies	10%			\$ 22,265
Future Major Maintenance Construction Subtotal:					\$ 270,000
1	Superstructure Conc	17	Cyd	\$ 350.00	\$ 5,950
2	Aesthetic Texturing	55	Syd	\$ 900.00	\$ 49,500
3	Structures, Rem, Portion	1	LS	\$ 50,000.00	\$ 50,000
	Mobilization	10%			\$ 10,545
	Contingencies	10%			\$ 10,545
Partial Barrier/Facade Replacement Construction Subtotal:					\$ 130,000
Engineer's Preliminary Opinion of Probable Construction Cost:					\$ 1,092,000
Engineer's Preliminary Opinion of Probable Cost per year:					\$ 36,400

Engineer's Note:

This estimate does not include design fees or project management fees. This estimate is for construction costs only. Estimate is based on 2023 dollars (ENR CCI: 13497.97). Preventative maintenance items and future anticipated major maintenance for 30 years are included.

* Major maintenance of the deck, sidewalk and barrier coping assumes a 15 year service life of the rehabilitation.



MEMO

Date: November 17, 2023
To: Village Council, Jeff Campbell, Village Manager
From: Neil Johnston, Director Public Services
Subject: Street Tree Inventory Update

The Administration has researched options for a complete street tree inventory throughout the Village. Many tree care professionals were asked to submit proposals with timelines, cost, and software. To properly care for the urban forest in Beverly Hills we need to know what we have. A street tree inventory/ assessment is a perfect way to do that. An inventory will provide the following inspection data for village trees:

- Locations (Address and GPS coordinates)
- Date inventoried
- Species
- Size
- Multi-stem trees
- Condition/ Health
- Structural defects/ Maintenance needs
- Risk assessment/ Rating/ Residual risk
- Further inspection needs
- Overhead utilities
- Stumps
- Planting sites

Maintenance of the villages urban forest is necessary to sustain tree benefits and minimize risks. The Village of Beverly Hills should be proactive in pruning and vigilant in monitoring for potential hazards and tree health problems. A predetermined routine maintenance schedule can help manage costs in the long term and reduce the time and expenses involved with emergency removals and clean-up.

To assess roughly 5,500 trees would take staff approximately 156 working days, that timeframe does not include time it would take for data entry. Tree inventory/ mapping software for this project would cost \$3,500- \$7,000 a year depending on the complexity of our tree assessment requirements. The Village has spoken with numerous qualified tree care professionals, with teams of arborists, and one other consulting arborist have been contacted by village staff to complete a street tree inventory for the Village of Beverly Hills.

In the meantime, the Village applied for the DNR Urban Community Forestry Program Grant in September 2023. The grant application is currently under review. Awardees are expected to be announced by the end of November. After a determination is made on the grant applications, the Administration will present a proposal and recommendation to Council.

Thank you,

Neil Johnston,
Director of Public Services



To: Honorable President George; Village Council Members

From: Jeff Campbell, Village Manager

Subject: Manager's Report

Date: November 17, 2023

Beverly Hills Women's Club

The Administration would like to thank the Beverly Hills Women's Club for donating funds to pay for a Knox Box for residents who may need assistance from the Public Safety Office. A Knox Box is a small, wall-mounted safe that holds building keys for Public Safety Officers to retrieve in emergency situations. As the Public Director stated in his weekly report, "[T]hank you, Janet Mooney, and members. What a blessing for the residents and families." Thank you to the Women's Club for their generous donation.

Lions Club Annual Candy Cane Collection

The Beverly Hills Lions Club is hosting its annual Candy Cane Collection in Beverly Hills from November 22 to December 24. They will be soliciting donations at Market Fresh and at the Corners Shopping Plaza. Funds raised will go to charities that support the vision and hearing impaired.

Beverly Hills Little League

The Beverly Hills Little League is hosting its annual public BHLL Board meeting on Thursday, November 30th at 7:00 pm at the Beverly Hills Village Office (18500 W. 13 Mile Rd, Beverly Hills, MI 48025). They have several open board positions as this is the last year for several of their volunteers. They are looking for anyone interested in joining the Little League Board to attend this meeting. During this meeting, the league President, Aaron Olds, will go over open board positions, the associated responsibilities, and answer any questions that potential volunteers may have.

Tree Planting

Thank you to the Parks & Recreation Board and all of the volunteers who participated in the community tree planting and buckthorn removal on Saturday, November 11th at Beverly Park. 21 trees of various species were planted at Beverly Park thanks to grant funding from the DTE Energy Foundation.

Last Day for Curbside Chipping

Last curbside chipping of the season will be the week of November 27, 2023. The last day for yard waste collection is December 11/12. Both chipping and yard waste collection will resume in April.

Thanksgiving Holiday

The Village Office will be closed on Thursday, November 23 and Friday, November 24 for Thanksgiving.

Beverly Hills Public Safety **Activity Report**

Nov. 1st - 16th 2023

The **Village Women's Club of Beverly Hills** has once again donated money for a Knox Box to help residents who may need assistance from the Public Safety Office. Thank you, Janet Mooney, and members. What a blessing for the residents and families.

The Public Safety Department has changed vendors for crime mapping, CrimeDar went out of business. If you are interested in crime mapping the Village go to **CLEMIS Public Crime Search (arcgis.com)**. You have 6 months of data loaded and showing a crime as recent as yesterday. As a reminder, there is a dem video and user guide for Public Rime Search on CLEMIS Links page: Clemis.

The Beverly Hills Public Safety Department is hiring Public Safety Officers again, please go to our webpage at **BeverlyHillsPolice.com** and see if you qualify.

CALLS FOR SERVICE

- **330 Calls for Service.**
- **41 Tickets issued.**
- **6 Arrests.**
- Vehicle Lockout on Devonshire.
- Traffic Accident on East Valley Woods.
- Crime Prevention at Greenfield School.
- Reckless Driving reported at Southfield and 13 Mile.
- Alarm on Southfield.
- Suspicious Circumstance at Taco Bell.
- Animal Complaint on Kinross and Southfield.
- Medical at Mission Point.
- Crime Prevention at Greenfield School.
- Trespass notification at Market Fresh.

- Officers were dispatched to Centerline PD to pick up a subject with a warrant. The arrest was without incident.
- Suspicious Circumstance at Berkshire School.
- Citizen Assist at Mission Point.
- Radar Detail at 14 Mile and Bellvine Trail.
- Extra Patrol at Beverly Park.
- Medical on Village Drive.
- Extra Patrol around Gould and Southfield.
- Flee and Elude from a traffic stop at 13 Mile and Southfield. Officers terminated the chase at 12 Mile.
- Officers stopped a driver for a minor traffic violation at 13 Mile and Southfield. The driver was arrested for warrants and Driving While License Suspended. The arrest was without incident.
- Carbon Monoxide Alarm on Warwick.
- Crossing Guard Detail at Southfield and Beverly.
- Crime Prevention at Greenfield School.
- Traffic Accident at 13 Mile and Lahser.
- Medical on Belmont Court.
- Traffic Accident on Southfield.
- Welfare Check on Kirkshire.
- Prisoner Transport from Birmingham PD.
- Crime Prevention at Groves High School.
- Medical on 13 Mile.
- Crossing Guard at Southfield and Beverly.
- Carbon Monoxide Alarm on Lauderdale.
- Radar Detail at Lahser and 14 Mile.
- Medical at Huntley Square Apartments.
- Traffic Enforcement at 13 Mile and Sheridan.
- Beverly Park closed for the night.
- Extra Patrol around Southfield and Locherbie.
- Medical at Mission Point.
- Trouble with Employee at Mission Point.
- Motorist Assist at Evergreen and 13 Mile.
- Crime Prevention at Berkshire School.
- Crime Prevention at Beverly Hills Academy.
- Crime Prevention at Greenfield School.
- Crossing Guard Detail at Southfield and Beverly.
- Medical on Smallwood.
- Larceny From Automobile reported on Auburn.
- Larceny From Auto reported on Auburn again.
- Operation Medicine Cabinet.
- Alarm at Tubby's Submarine.

- Crime Prevention at Beverly Hills Academy.
- Threats Report on Fox Run.
- Medical on Village Drive.
- Crossing Guard Detail at Southfield and 13 Mile.
- Crime Prevention at Greenfield School.
- Animal Complaint on Allerton.
- Motorist Assist at Greenfield and Auburn.
- Radar Detail at Lahser and Hillview.
- Radar Detail at 14 Mile and Bellvine Trail.
- Suspicious Person on Greenfield.
- Traffic Enforcement at Southfield and Beverly.
- Beverly Park closed for the night.
- Suspicious Circumstances on Birwood.
- Flee and Elude from a traffic stop at 13 Mile and Fairfax. Officers terminated the pursuit.
- Alarm on Southfield.
- Extra Patrol around Sheridan and Madison.
- Extra Patrol in Huntley Square Apartments.
- Traffic Enforcement AT Birwood and Birmingham.
- Radar Detail at Lahser and Hampton.
- Beverly Park opened for the day.
- Radar Detail at Evergreen and Elwood.
- Extra Patrol around Bellvine Trail and Smallwood.
- Welfare Check on Madoline.
- Extra Patrol at Groves for a cheerleading competition.
- Extra Patrol around Topper Court and Bellvine Trail.
- Animal Complaint on Pierce.
- Alarm on 13 Mile.
- Motorist Assist on 13 Mile at Huntley Square Apartments.
- Hospice Death at Mission Point.
- Medical at Huntley Square Apartments.
- Extra Patrol at Groves for a cheerleading competition.
- Traffic accident at Groves High School.
- Animal Complaint at Southfield and Beverly.
- Traffic Enforcement at 13 Mile and Greenfield.
- Radar Detail at 13 Mile and Rutland.
- Beverly Park closed for the night.
- Extra Patrol at Books-A-Million.
- Traffic Enforcement at 14 Mile and Pierce.
- Medical on Elizabeth.
- Beverly Park opened for the day.
- Medical on Arlington.
- Suspicious Circumstances at Mission Point.

- Medical at Mission Point.
- Fire
- Animal Complaint on Amherst.
- Traffic Enforcement at Warwick and Riverside.
- Traffic Accident on Southfield.
- Natural Gas Leak on Madison.
- Welfare Check on Kennoway.
- Found Property turned into the station from 13 Mile.
- Reckless Driving reported on Evergreen and 14 Mile.
- Suspicious Circumstances on Beverly.
- Fire Truck Checks at the station.
- Medical at Mission Point.
- Alarm on Southfield.
- Crossing Guard Detail at Beverly and Southfield.
- Crime Prevention at Beverly School.
- Citizen Assist at Mission Point.
- Suspicious Circumstances on Lincolnshire.
- Radar Detail on Hillview and Lahser.
- Extra Patrol at Beverly Park.
- Medical on Verona.
- Operation Medicine Cabinet.
- Crossing Guard Detail at Beverly and Southfield.
- Identity Theft reported on Madoline.
- Operation Medicine Cabinet.
- Crime Prevention at Beverly School.
- Alarm on Camelot.
- Suspicious Circumstances at Mission Point.
- Radar Detail on 14 Mile at Bellvine Trail.
- Traffic Enforcement at 13 Mile and Evergreen.
- Beverly Park closed for the night.
- Citizen Assist on Southfield.
- Medical at Mission Point.
- Reckless Driver reported on Lahser at 13 Mile.
- Sudden Death on Locherbie.
- Crossing Guard Detail at Beverly and Southfield.
- Public Relations fire truck at the Goddard School.
- Medical on Southfield.
- Medical on Southfield and 13 Mile.
- Animal Complaint at Beverly and Rosevear.
- Fire Alarm on Devonshire.
- Traffic Accident at Evergreen and 14 Mile.
- Medical on Eastlady.
- Radar Detail on 14 Mile and Bellvine Trail.
- Beverly Park closed for the night.

- Extra Patrol around Bellvine Trail and Plumwood.
- Traffic Enforcement at 14 Mile and Lahser.
- Traffic Enforcement at Southfield and Beverly.
- Extra Patrol around Warwick and Norchester.
- Extra Patrol at Market Fresh.
- Medical on Locherbie.
- Extra Patrol in the Huntley Square Apartments.
- Traffic Enforcement at 13 Mile and Southfield.
- Fire Alarm on Smallwood.
- Lift Assist on Kinross.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Crossing Guard Detail at Beverly and Southfield.
- Extra Patrol at Market Fresh.
- Traffic Enforcement at Warwick and Riverside.
- Crossing Guard Detail at Southfield and Beverly.
- Crime Prevention at Greenfield School.
- Suspicious Circumstances on Churchill.
- Radar Detail on Evergreen and Waltham.
- Crime Prevention at the Beverly Hills Academy.
- Traffic Enforcement at Pierce and Beverly.
- Motorist Assist at 13 Mile and Lahser.
- Extra Patrol at the Beverly Hills Club.
- Assisted Bloomfield Township PD with a suspicious person at 13 Mile and Old Stage.
- Traffic Enforcement at Beverly and Pierce.
- Radar Detail at 13 Mile and Rutland.
- Beverly Park closed for the night.
- Radar Detail at 14 Mile and Lahser.
- Traffic Enforcement at 13 Mile and Greenfield.
- Extra Patrol around Nottingham and Robinhood.
- Extra Patrol around Lincoln Hills and 14 Mile.
- Radar Detail at Lahser and Hampton.
- Extra Patrol around Pierce and Reedmere.
- Crime Prevention at Groves High School.
- Extra Patrol in Huntley Square Apartments.
- Crossing Guard Detail at Beverly and Southfield.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly Park.
- Medical at Mission Point.
- Crossing Guard at Southfield and Beverly.
- Extra Patrol at Greenfield School.
- Crime Prevention at Greenfield School.

- Alarm on Meadow Lane.
- Crime Prevention at the Beverly Hills Academy.
- Suspicious Person at Groves High School.
- Suspicious Circumstances on Vernon.
- Medical in Huntley Square Apartments.
- Medical on Verona.
- Traffic Accident on 13 Mile.
- Radar Detail at 14 Mile and Eastlady.
- Officers responded to Taco Bell on Southfield for a two-car injury accident. The responsible driver was arrested for Driving While Intoxicated and taken into custody without incident.
- Beverly Park closed for the night.
- Extra Patrol around Kirkshire and Birmingham.
- Extra Patrol around Pierce and Georgina.
- Extra Patrol in the Huntley Square Apartments.
- Extra Patrol around Riverside and Evergreen.
- Crossing Guard Detail at Southfield and Beverly.
- Radar Detail on 13 Mile.
- Medical on Kirkshire.
- Medical on Walmer.
- Suspicious Person at Groves High School.
- Medical on 14 Mile.
- Crossing Guard Detail at Beverly School.
- Traffic Accident on 13 Mile.
- Traffic Accident on 13 Mile and Stellamar.
- Found dog in Huntley Square Apartments.
- Traffic Enforcement at 13 Mile and Evergreen.
- Beverly Park closed for the night.
- Suspicious Circumstances on Fox Run.
- Extra Patrol around Ronsdale and Evans Court.
- Extra Patrol around Groves High School.
- Traffic Enforcement at 13 Mile and Greenfield.
- Welfare Check on Bellvine Trail.
- Traffic Accident at Southfield and 14 Mile.
- Motorist Assist at 13 Mile and Southfield.
- Solicitor Complaint on Southfield.
- Traffic Accident at Greenfield and 14 Mile.
- Welfare Check on Verona.
- Traffic Accident at Southfield and Locherbie.
- Hospice Death on Mayfair Lane.
- Traffic Enforcement at 14 Mile and Pierce.
- Traffic Enforcement at 13 Mile and Southfield.
- Beverly Park closed for the night.

- Officers stopped a driver at 13 Mile and Southfield for a minor traffic violation. The driver was arrested for Driving While License Suspended and taken into custody without incident.
- Traffic Enforcement at 13 Mile and Evergreen.
- Extra Patrol around Medical Village.
- Crime Prevention at the Beverly Hills Academy.
- Radar Detail at Southfield and Locherbie.
- Traffic Enforcement at 14 Mile and Lahser.
- Officers stopped a driver for a minor traffic violation at 13 Mile and Southfield. The driver was arrested for Driving While License Expired. The arrest was without incident.
- Juvenile Complaint at Beverly and Norchester.
- Medical at Mission Point.
- Extra Patrol around Ronsdale and Evergreen.
- Medical on Long Bow Court.
- Crime Prevention at Beverly Park.
- Fire Truck Checks at the station.
- Traffic Accident on Southfield.
- Suspicious Person on Riverside and Beverly.
- Employee Trouble at Better Health Market.
- Court Ordered PBT at the front desk.
- Alarm on Southfield.
- Citizen Assist at Mission Point.
- Extra Patrol around 14 Mile and Bellvine Trail.
- Carbon Monoxide Alarm on Beechwood.
- Beverly Park closed for the night.
- Reckless Driving was reported on 13 Mile and Evergreen.
- Radar Detail on Southfield and Beverly.
- Traffic Enforcement at 14 Mile and Robinhood.
- Alarm at Groves High School.
- Traffic Enforcement at Pierce and Buckingham.
- Crime Prevention at Berkshire School.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Crime Prevention at Groves High School.
- Extra Patrol at the Medical Village.
- Radar Detail at 13 Mile and Old Stage.
- Suspicious Person on Vernon.
- Extra Patrol at Market Fresh.
- Medical on Southfield.
- Traffic Accident at 13 Mile and Old Stage.

- Extra Patrol at the Beverly Hills Club.
- Medical in the Huntley Square Apartments.
- Welfare Check on Elizabeth.
- Medical on 13 Mile.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Alarm on 13 Mile.
- Fire Alarm on Auburn.
- Traffic Enforcement at 13 Mile and Greenfield.
- Beverly Park closed for the night.
- Radar Detail at 14 Mile and Eastlady.
- Crime Prevention at Groves High School.
- Extra Patrol at Medical Village.
- Extra Patrol around Old Post and Wellesley.
- Extra Patrol around Bates and Birwood.
- Suspicious Circumstances on Reedmere.
- Extra Patrol in the Huntley Square Apartments.
- Extra Patrol in Acacia Cemetery.
- Crime Prevention at Groves High School.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Alarm on Kinross.
- Crime Prevention at Beverly Hills Academy.
- Extra Patrol in Beverly Park.
- Suspicious Circumstances at 13 Mile and Fairfax.
- Informational Report made at the front desk.
- Fraud reported at the Flagstar Bank.
- Operation Medicine Cabinet.
- Officers were dispatched to Clawson PD for a warrant pick-up. The arrest was without incident.
- Crime Prevention at Groves High School.
- Suspicious Persons on Old Post.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Motorist Assist at Lahser and 13 Mile.
- Animal Complaint at Lahser and 14 Mile.
- Radar Detail at 14 Mile and Pierce.
- Radar Detail at Evergreen and Waltham.
- Smoke Investigation on Nottingham.
- Beverly Park closed for the night.
- Radar Detail at Lahser and Hampton.
- Extra Patrol at Beverly Park after hours.
- Extra Patrol around Sheridan and Elizabeth.
- Extra Patrol around Verona and Beverly.

- Extra Patrol around Mayfair and Southview.
- Traffic Enforcement on Southfield Road.
- Extra Patrol in Huntley Square Apartments.
- Medical on Bedford.
- Medical on Martin.
- Suspicious Person at Riverside and Hill Crest.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Radar Detail at Southfield and Beverly.
- Radar Detail at Hillview and Lahser.
- Suspicious Persons on Ronsdale.
- Fraud reported on Ronsdale.
- Medical on Bedford.
- Medical on Verona.
- Lost Property reported on 14 Mile.
- Suspicious Circumstances on Bellvine Trail.
- Crime Prevention at Beverly School.
- Crime Prevention at Groves High School.
- Animal Complaint at 13 Mile and Evergreen.
- Medical on Spruce Lane.
- Prisoner Pick up at Birmingham PD.
- Larm on Southfield.
- Medical at Mission Point.
- Assault at Mission Point.
- Medical on Wendbrook.
- Follow up investigation at Mission Point.
- Crime Prevention at Groves High School.

Fire and Emergency Medical Services

- 1 Structure Fire (Kirkshire).
- 45 EMS Calls.
- 1 Natural Gas Leak.
- 2 Smoke Investigations.
- 6 Fire Alarms.
- 2 Weekly Apparatus Checks.
- Supervise Midnight Platoons 3 and 4.
- NFIRS data uploaded to FEMA.
- 64 Hours Fire Training Completed.
- 27 Hours of EMS Training Completed.
- 2024-2-63-Q54F-0175 – SOFA Basic Fire Equipment Operator Course Finalization and Closeout.
- 2024-2-63-Q54F-0176 – SOFA Basic Fire Equipment Operator Course Finalization and Closeout.

- 2024-2-63-Q37E-0158 – OCC Recon RIT Course Finalization and Closeout.
- Complete and submit Oakland CTC High Rise Multiple Alarm Response Q-Course Application to MFFTC.
- 2023 Annual Protocol Assessment for Level MFR – Course Administration.
- 2023 Stroke Assessment for Level MFR – Course Administration.
- Attend Fire Governance Meeting.
- Oakland CTC FY2024 Fireworks Funds Formula Allocation Administration.
- Attended MABAS 3201 Meeting.

Detective Bureau and School Liaison

- PSO Cazan entered Fire training records per LT Ginther.
- PSO Cazan worked on suppressing records for Michigan Clean Slate Legislation.
- PSO Cazan took multiple reports at desk.
- SLO Balagna attended Unified Command training in Rochester Hills.
- SLO Balagna conducted a fire safety presentation at the Goddard School.
- Det. Baller completed medical at the station for prisoner.
- Received autopsy/toxicology report from Oakland County Medical Examiner.
- Closed out death investigation case.
- Defensive driving police training completed.
- Hate crimes training for law enforcement training completed.
- Missing persons with Alzheimer's disease training completed.
- In-custody arraignment on OWI-Show cause hearing.
- Five themes for success fire training completed.
- Active shooter response for EMS training completed.
- Firefighting tools training completed.
- A prisoner transport request sent to the Oakland County Jail.
- Swear to for Retail Fraud 2nd Offense-Ace Hardware.
- Traffic Conference at 46th District Court.
- Court Innovations at 46th District Court.
- Swear to for Retail Fraud 1st Degree-Ace Hardware.
- In-custody arraignment for OWI-Violation of Probation.

- Took video footage to Oakland County Prosecutor for evidence.

Michigan Attorney General Dana Nessel wants to make Michigan residents aware that members of Generation Z – those born between the late 1990s and early 2010s – are three times more likely to be victims of online scams.

Those under 20 lost an estimated [\\$8.2 million in 2017](#) and [\\$210 million in 2022](#), a more than two-thousand percent increase, per the FBI's Internet Crime Reports.

Though they have been raised in the internet age and have a deep familiarity with their devices, members of Gen Z tend to be more frequent victims of identity theft, account hacking, and romance scams than their grandparents, [finds a 2022 report from the National Cybersecurity Alliance](#).

Members of Generation Z spend large amounts of time shopping online or engaging with social media. Both are spaces where they will find plenty of fraudsters waiting. Members of Gen Z perform these tasks on their cellphones and are frequently [targeted with phishing emails and ads from fake e-commerce platforms catered specifically to their interests](#).

Gen Z-ers, young and in the early stages of their professional life, are [often targeted with bogus job offers](#) promising to accelerate their careers. These offers will often require payment for training or supplies. However, no legitimate employer will require payment for a position.

Young adults are also likely to leave apps always available and always “on” without having to log in between uses. Two-factor authentication is rarely used among this age group, and it is not unusual for members of Gen Z to reuse passwords on multiple platforms. These present more vulnerabilities and enabling two-factor authentication could better protect young consumers.

“Many members of Generation Z are handling their finances for the first time and may be susceptible to bad actors looking to scam them,” Nessel said. “Protecting your information and your devices is an important step in staying safe online. If you have been scammed, the Consumer Protection Team in my office can help.”

The Attorney General recommends using the following tips to avoid online scams:

- Enable two-step authentication.
- Turn off location-based services on your cellphone.
- Deactivate cookie tracking.

- Delete accounts you are not using.
- Change your passwords often and use unique passwords not based on known words or phrases.
- Watch out for the unexpected. Out-of-the-blue communications should be looked upon with suspicion.

Following the above safety tips and applying common sense privacy practices will help online users of all generations stay safe and keep their information secure.

To file a complaint with the Attorney General, or get additional information, contact the Consumer Protection Team at P.O. Box 30213, Lansing, MI 48909. Those interested can also call 517-335-7599, the toll-free at 877-765-8388, fill out an [online complaint form](#), or fax 517-241-3771.

Fast cash for a monthly fee with Brigit app? Not so fast

By Bridget Small, Consumer Education Specialist

November 2, 2023

Paying a monthly membership fee to get instant cash advances of up to \$250 with no hidden fees might sound like a great idea. But what if most people who enroll don't get anything close to \$250, get stuck with a hard-to-cancel membership, and are charged hidden fees? That's deceptive, according to an FTC lawsuit and settlement with Bridge It, Inc. — a personal finance app also known as Brigit.

Using ads on Facebook, Instagram, YouTube, and other social media sites, the company promised that people who enrolled in Brigit's "Plus" membership could get up to \$250 whenever they needed it. But the FTC says the promise of money melted away after people signed up, gave their bank account numbers, and agreed to let Brigit automatically debit their accounts \$9.99 a month. In fact, Brigit denied some people any cash advance, says the FTC, and many couldn't get the amount they were seeking. Only about one percent of customers got the \$250 shown in the ads. And if you tried to cancel your membership, the FTC says, you ran into a confusing process designed to stop you from cancelling and to keep you paying.

All the above? It's illegal. The law says businesses must make it easy for you to cancel automatically billed paid subscriptions. What do you do if a business charges you without your consent, and if the company won't refund your money? Dispute the charge right away with your credit or debit card company. Ask for your money back. And if you think a

business isn't following the law, report it at
[ReportFraud.ftc.gov](https://www.ftc.gov/ReportFraud).



OAKLAND COUNTY SHERIFF'S OFFICE
Sheriff Michael J. Bouchard

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