

Village of Beverly Hills
Regular Village Council Meeting
Tuesday, October 17, 2023

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

Zoom link: <https://us02web.zoom.us/j/82945955653>

Meeting ID: 829 4595 5653

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

AGENDA

Roll Call/Call to order

Pledge of Allegiance

Amendments to Agenda/Approve Agenda

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

1. Review and consider approval of **minutes** of a regular Council meeting held October 3, 2023.
2. Review and file **bills** recapped as of Monday, October 9, 2023.
3. Set public hearing date for November 7, 2023 to receive comments on the use of Community Development Block Grant funds for Program Year 2024.
4. Set public hearing date for November 7, 2023 to review special land use **request** for 31535 Southfield Road.

Business Agenda

1. Review and consider **renewal** of insurance with the Michigan Municipal Risk Management Authority (MMRMA).
2. Review and consider annual **contract** with Next to provide Senior Services.
3. Review and consider **amendments** to the Local Planning Infrastructure Grant Agreement.
4. Review and consider Michigan Natural Resource Trust Fund Project **Agreement** for the Wendbrook property acquisition.
5. Second **announcement** of a vacancy on the Planning Commission.

Public Comments

Manager's **report**

Council comments

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

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

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 – OCTOBER 3, 2023 – PAGE 1

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

Absent: Abboud and Kecskemeti

Also Present: Village Manager, Campbell
Village Clerk/Assistant Manager, Rutkowski
Village Attorney, Ryan

ROLL CALL/CALL TO ORDER/PLEDGE OF ALLEGIANCE

President George called the regular Village Council meeting to order at 7:35 p.m. in the Village Council Chambers located at 18500 W. Thirteen Mile Road, Beverly Hills, MI 48025. The Pledge of Allegiance was recited by those in attendance.

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Motion passed.

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

Larissa Richardson on behalf of Representative Rashida Tlaib, said that Tlaib sends her greetings. She said Tlaib’s Southfield office holds office hours every Tuesday and Thursday for the community and encouraged residents to reach out.

CONSENT AGENDA

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

1. Review and consider approval of minutes of a special Council meeting held September 18, 2023.
2. Review and consider approval of minutes of a special Council meeting held September 19, 2023.
3. Review and consider approval of minutes of a Closed Session meeting held September 19, 2023.
4. Review and consider approval of minutes of a regular Council meeting held September 19, 2023.
5. Review and file bills recapped as of Monday, September 25, 2023.
6. Review and consider Parks & Recreation Board’s recommendation to extend Beverly Park pavilion rental season from April to November 2024.

Roll Call Vote:

Motion passed (5-0)

BUSINESS AGENDA**REVIEW AND CONSIDER COLLECTIVE BARGAINING AGREEMENT WITH THE VILLAGE OF BEVERLY HILLS LIEUTENANTS AND SERGEANTS ASSOCIATION**

Campbell provided an overview. In August of 2023, the Public Safety Command Union and the Village of Beverly Hills reached a tentative agreement for Collective Bargaining Agreement that expired in June of 2023. The Administration presented the tentative agreement to Council at the closed session on September 19, 2023. The Council directed the Administration to prepare the final CBA for ratification. The CBA was provided in the meeting packet.

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

A summary of the terms agreed upon in the tentative agreement and included in the CBA are set forth below:

- Three (3) year contract (ending June 30, 2026)
- Wages shall be the following percentages above the highest base wages of PSOs.

	7/1/2023	7/1/2024	7/1/2025
Lieutenant	+17%	+19%	+21.5%
Sergeant	+12%	+13.5%	+15%

- Economic improvements to mirror those provided to patrol officers:
 - 2% shift premium for employees whose home shift is the midnight shift; 2% bureau premium for employees assigned to the Detective Bureau, Fire Prevention Bureau, or any other special assignment that the employee is considered subject to being on-call.
 - FTO compensation will be increased to 2 hours of compensatory time for each full duty day as the training FTO (currently 1.5 hours of compensatory time).
 - The Employer contribution to the DC plan will be increased as follows (total increase of 1.5%, same as the PSOs):

1.0% increase retroactive to 7/1/23
0.5% increase effective 7/1/24

- Overtime rate will be double-time (2.0) if employees are forced to work a 12-hour shift.
- FTO compensation will be increased to 2 hours of compensatory time (currently 1.5 hours of compensatory time).
- Longevity increased by \$500 increments to \$1000 for 5 years of service; \$2000 for 10 years of service; \$2500 for 15 years of service; and \$3500 for 20 years of service.
- Language changes (disciplinary process, promotions, special assignments, and incorporating current policies regarding overtime, leave bank payouts, and long-term disability into the contract)

Motion by Hrydziuszko, second by Mooney, be it resolved that the Council for the Village of Beverly Hills approves and ratifies the tentative agreement between the Village of Beverly Hills and Michigan Association of Police as bargaining unit for the Beverly Hills Public Safety Lieutenants and Sergeants Association.

Roll Call Vote:
Motion passed (5-0)

SECOND READING AND CONSIDERATION OF PROPOSED ORDINANCE 387 TO AMEND THE VILLAGE CODE, CHAPTER 42, SECTION 42.12, GAMES IN STREETS

Campbell provided an overview. When the Village decided to place its charter and ordinances on Municode, there was some discussion about ordinances that needed to be updated. At that time, Ordinance 42.12, Games in Streets, was an ordinance that was mentioned by members of Council as an ordinance that could be updated. In addition, during conversations with the attorney for Municode while reviewing the Village ordinances, the attorney asked if Games in Streets had been updated or removed.

Based on these factors, the Administration scheduled a public hearing for September 5, 2023 to address these matters. The public hearing and first reading were tabled at the September 5, 2023 meeting and later held at the September 19, 2023 meeting. The Administration has proposed suggested changes to the Games in Streets ordinance for Council consideration in a First Reading. Council requested one point of clarification.

Ryan gave the second reading of the proposed ordinance.

Motion by Hrydziuszko, second by Mooney, be it ordained the Beverly Hills Village Council approves Ordinance 387 to amended Section 42.12 of the Beverly Hills Municipal Code, Games in Streets:

Section 1.01. That Village of Beverly Hills Ordinance Chapter 42, Section 42.12, Games in Streets, for the Village of Beverly Hills is hereby amended to read as follows:

42.12 GAMES IN STREETS. No person shall affix or leave a sports apparatus, including, but not limited to, a basketball hoop, hockey net, or soccer goal ten (10) feet from the recognized street surface. No apparatus shall obstruct any Village sidewalk.

PENALTIES. Any person, firm or corporation violating any of the provisions of this Ordinance shall be responsible for a civil infraction, and upon conviction thereof, shall be fined no less than five hundred dollars (\$500.00) for each such offense, or such fine in the discretion of the court, together with the costs of such prosecution. Each day that a violation of this Ordinance continues shall be a separate offense.

Enforcement. In addition to ordering the defendant determined to be responsible for a civil infraction to pay a civil fine, costs, damages and expenses, the judge or magistrate shall be authorized to issue any judgment, writ or order necessary to enforce, or enjoin violation of this Chapter.

Section 2.01. SEVERABILITY. If any section, clause or provision of this Ordinance shall be declared to be inconsistent with the Constitution and laws of the State of Michigan and voided by any court of competent jurisdiction, said section, clause or provision declared to be unconstitutional and void shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force.

Section 3.01. SAVING CLAUSE. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law when they were commenced.

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Section 4.01. REPEALER. Any Ordinance conflicting with this Ordinance be and the same is hereby repealed.

Section 5.01. EFFECTIVE DATE. A public hearing having been held by the Village Council on September 19, 2023, the provision of this Ordinance shall become effective 20 days following its publication in The Birmingham-Bloomfield Eagle, a newspaper circulated within said Village.

Roll Call Vote:
Motion passed (5-0)

REVIEW AND CONSIDER MICHIGAN NATURAL RESOURCES TRUST FUND PROJECT AGREEMENT FOR THE WENDBROOK PROPERTY ACQUISITION

Campbell provided an overview. In February of 2022, the Village of Beverly Hills submitted an application to the Michigan Natural Resources Trust Fund for an acquisition grant to purchase property located at 30815 Wendbrook in Beverly Hills, MI. The project is entitled the Rouge River Acquisition. The application requested that the MNRTF issue an acquisition grant amount of \$1,500,000 with the Village providing a match of \$500,000 to cover a proposed purchase price of \$2,000,000. The proposed Beverly Hills match was to come from the current owner of the property, Mike and Martha White.

In December of 2022, the MNRTF approved a grant of \$1,000,000 dollars to fund the purchase of the River Rogue Acquisition Project. The required match from the Village of Beverly Hills is \$333,400 dollars under the grant. The Whites have stated that they will donate the grant match of \$333,400 and the remaining \$666,600 to the Village of Beverly Hills for the purchase of the property.

On August 7, 2023, the DNR forwarded a Project Agreement to the Village of Beverly Hills with its standard terms and conditions for an acquisition. The Project Agreement is attached to this memorandum. In addition, the Project Agreement requires that the Village include a legal description and boundary map. A legal description and boundary map is attached to this memorandum. The Agreement sets forth the grant amount provided by the MNRTF and the Village's required match. It also states that the Village must choose a closing option at the signing of this Agreement. The closing options are:

- Utilizing a Grant Reimbursement Process
- Utilizing an Escrow Closing Process

The Grantee shall also immediately make funds available to meet the match, complete a 40 year title search, an environmental assessment, and obtain two (2) appraisals prior the purchase of the property. Under the Agreement, the acquisition must be completed by August 31, 2025. The Agreement sets forth conditions and requirements related to the purchase of the property.

Please be advised that the Agreement may be cancelled by the DNR with a 30-day notice to the Village, due to Executive Order, budgetary reduction, or other lack of funding. The Village may terminate the Agreement at any time for any reason. Both parties can also mutually cancel the

agreement at any time as well. The DNR requires that the Agreement is approved by resolution. The proposed resolution was provided for review and consideration.

O’Gorman asked about the deadline for submitting the resolution and agreement. Campbell stated that the DNR would like the documents by the end of October.

There was discussion about tabling this item since two members of Council were absent from this meeting.

Motion by O’Gorman, second by Hrydziuszko, the Beverly Hills Village Council tables the item to consider the MNRTF Project Agreement for the Wendbrook property acquisition until a special session can be held due to two absences on the Council.

Roll Call Vote:

Drummond – yes

George – yes

Hrydziuszko – yes

Mooney – no

O’Gorman – yes

Motion passed (4-1)

George asked the Clerk to get Council’s availability to schedule a special session for the following Tuesday, Wednesday, or Thursday.

Mooney said the decision should be made during a regular, televised meeting.

George said that he was trying to accommodate everyone’s schedule and availability.

ACCEPT ANDREW DRUMMOND’S RESIGNATION FROM THE PLANNING COMMISSION AND FIRST ANNOUNCEMENT OF A VACANCY ON THE PLANNING COMMISSION

Campbell gave an overview. Andrew Drummond previously held a seat on the Beverly Hills Planning Commission, but with his recent appointment to the Village Council, a vacancy was created on the Commission. The vacancy is for a partial term ending June 30, 2024.

The Planning Commission generally meets on the fourth Wednesday of the month at 7:30 p.m. The Planning Commission advises the Village Council regarding the proper physical development of Beverly Hills. The Commission recommends ordinances or amendments to existing ordinances. It also makes recommendations on zoning changes, site plan developments, and special approval uses.

All interested and eligible residents of Beverly Hills are encouraged to apply to become a member of the Planning Commission. Applications are available on the Village website or by emailing the Village Clerk at krutkowski@villagebeverlyhills.com. Applications may be submitted to the Clerk’s office via email, regular mail, in person, or using the drop box located outside the Village office (18500 W. 13 Mile Road, Beverly Hills, MI 48025). A copy of the application is included in this meeting packet. Applications are due Tuesday, October 31, 2023.

Motion by Mooney, second by Hrydziuszko, the Beverly Hills Village Council accepts Andrew Drummond's resignation from the Planning Commission and makes the first announcement of a vacancy on the Planning Commission for a partial term ending June 30, 2024.

Motion passed.

PUBLIC COMMENTS

George Barnes, Wendbrook, said he wants to be sure that he is at the meeting when the Council considers the project agreement for Wendbrook. He stated that he has lived on that street since 1978. He said there are other parks in the Village that people can reasonably access. He does not think that a park should be on a residential street and was concerned about increased traffic and noise.

Marlisa Meah, Billington Ct., thinks Wendbrook would be better used for developed houses and an increased tax base. She said Beverly Hills has enough parks, but not enough senior citizen housing.

Suzanne Grimm, Vernon, offered to give other residents more background information on the Wendbrook property. She said the owners' intention is to preserve the land. She said she thinks it will be good for the community.

Mike Garvey, Amherst, said that the DNR money will evaporate if the Village does not go through with the park at Wendbrook. He asked if the DNR could pull the money if the Village does not progress the way that they envision.

Amru Meah, Billington Ct., asked if residents missed the opportunity to vote on how Wendbrook should be developed.

David Tillman, Vernon, said his house backs up to Wendbrook and it is a gorgeous piece of property, which is one of the main reasons he purchased it. He loves the nature and peace in the area. He thought that it would remain zoned as it is. He does not think a parking lot should be built because it would result in more vehicles and more noise. He said it would change the character of the neighborhood. He said he moved to Beverly Hills to get away from the noise and could not have reasonably anticipated that this project would move forward when he first purchased his home.

MANAGER'S REPORT

Java and Jazz - The final Java and Jazz of the season will be held on Sunday, October 15, 2023 from 9:00 a.m. to 12:00 p.m. featuring the Ryan Bills Trio. Thank you to the Beverly Hills Lions Club for sponsoring the coffee for this event.

Beverly Hills Lions Club Fall Festival - The Beverly Hills Lions Club is holding their annual Fall Festival at the Beverly Park pavilion on Sunday, October 15th from 1:00 to 4:00 p.m. The event is open to the public. Free cider and donuts will be available along with activities for children.

Halloween Hoot - The Halloween Hoot will be held at Beverly Park on Saturday, October 28, 2023 from 6:00 to 8:00 p.m. We have received an overwhelming response this year and we are looking

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forward to seeing all of the decorated treat stations! Thanks to our sponsors, this event is free to attend.

Columbus Day - The Village Offices are open on Columbus Day and Trash/Recycling Pickup will not be delayed the week of October 9th.

COUNCIL COMMENTS

Hrydziusko commented on the mill pond at Riverside Park and the possibility of putting in a windmill and aerator, which may be coming before Council to approve at an upcoming meeting.

George asked about getting an opinion from Administration and the Attorney on the aerator apparatus depending on whose property it would be placed. He went over the acquisition grant guidelines. He thanked Administration for their work on negotiations with the command unit.

ADJOURNMENT

Motion by Mooney, second by Hrydziusko, to adjourn the meeting at 8:18 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 09/26/2023 THROUGH 10/09/2023.

ACCOUNT TOTALS:

101	GENERAL FUND	\$84,681.68
202	MAJOR ROAD FUND	\$15,437.91
203	LOCAL STREET FUND	\$70,823.39
205	PUBLIC SAFETY DEPARTMENT FUND	\$30,305.20
287	ARPA FUND	\$152,314.25
401	CAPITAL PROJECTS FUND	\$32,562.24
592	WATER/SEWER OPERATION FUND	\$303,882.93
	TOTAL	<u>\$690,007.60</u>
	MANUAL CHECKS- COMERICA	
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$690,007.60</u>
	GRAND TOTAL	<u>\$690,007.60</u>

10/09/2023 08:33 AM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 09/26/2023 - 10/09/2023

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank ARPA COMERICA - ARPA FUNDS					
10/09/2023	ARPA	18	60878	BIDIGARE CONTRACTORS, INC.	143,906.84
10/09/2023	ARPA	19	08500	HUBBELL ROTH & CLARK INC	8,407.41
ARPA TOTALS:					
Total of 2 Checks:					152,314.25
Less 0 Void Checks:					0.00
Total of 2 Disbursements:					152,314.25
Bank COM COMERICA					
10/09/2023	COM	87725	60217	AMAZON CAPITAL SERVICES	1,325.20
10/09/2023	COM	87726	31164	APOLLO FIRE APPARATUS	494.46
10/09/2023	COM	87727	59125	APPRIVER, LLC	263.12
10/09/2023	COM	87728	60633	ARMANDO TABORGA	250.00
10/09/2023	COM	87729	51802	ARROW OFFICE SUPPLY CO.	66.18
10/09/2023	COM	87730	60728	ASCENSUS	2,600.00
10/09/2023	COM	87731	59419	AXON ENTERPRISE, INC.	9,288.00
10/09/2023	COM	87732	02000	BADGER METER INC	143.29
10/09/2023	COM	87733	60880	BERKLEY PUBLIC SAFETY	156.55
10/09/2023	COM	87734	51409	BEVERLY HILLS ACE	319.73
10/09/2023	COM	87735	50920	BIRMINGHAM PUBLIC SCHOOLS	250.00
10/09/2023	COM	87736	49980	C&G PUBLISHING	171.25
10/09/2023	COM	87737	58959	CADILLAC ASPHALT, LLC	750.60
10/09/2023	COM	87738	03700	CARRIER & GABLE	574.01
10/09/2023	COM	87739	60887	CHRISTOPHER MAKRIS	250.00
10/09/2023	COM	87740	59347	CINTAS CORPORATION #31	64.37
10/09/2023	COM	87741	59323	CLEANNET	858.00
10/09/2023	COM	87742	51439	COMCAST	53.31
10/09/2023	COM	87743	04500	COMEAU EQUIPMENT CO INC.	36,141.00
10/09/2023	COM	87744	58648	CTS-COMPANIES	457.75
10/09/2023	COM	87745	60152	D'ANGELO BROTHERS	2,271.78
10/09/2023	COM	87746	59925	DEBORAH KENT	250.00
10/09/2023	COM	87747	60876	DENTON GROUP, LLC	300.00
10/09/2023	COM	87748	52025	DETROIT SALT COMPANY	708.72
10/09/2023	COM	87749	51385	DTE ENERGY	7,530.00
10/09/2023	COM	87750	51385	DTE ENERGY	6,421.60
10/09/2023	COM	87751	60372	EAGLE LANDSCAPING & SUPPLY	741.50
10/09/2023	COM	87752	59097	ERIKA BRODERDORF	250.00
10/09/2023	COM	87753	60884	GAIL LINDEN	250.00
10/09/2023	COM	87754	60611	GEI CONSULTANTS, INC.	8,086.75
10/09/2023	COM	87755	53489	GREAT AMERICA FINANCIAL SVCS.	600.00
10/09/2023	COM	87756	49646	GUNNERS METERS & PARTS INC.	112.00
10/09/2023	COM	87757	58625	HALT FIRE	1,372.00
10/09/2023	COM	87758	60892	HEATHER BILLS	250.00
10/09/2023	COM	87759	60743	HEATHER CHESNUTT	250.00
10/09/2023	COM	87760	08500	HUBBELL ROTH & CLARK INC	41,205.64
10/09/2023	COM	87761	08500	HUBBELL ROTH & CLARK INC	1,368.05
10/09/2023	COM	87762	60750	HURON VALLEY GUNS	407.49
10/09/2023	COM	87763	58950	HYDROCOPR	346.00
10/09/2023	COM	87764	59839	J.C. EHRLICH	63.39
10/09/2023	COM	87765	39070	J.H. HART URBAN FORESTRY	7,596.25
10/09/2023	COM	87766	59423	JAMES HEALY	840.00
10/09/2023	COM	87767	51101	JANICE HAUSMAN	63.88
10/09/2023	COM	87768	59158	JASON'S OUTDOOR SERVICES LLC	4,575.00
10/09/2023	COM	87769	60846	JAY BLENKHORN	125.24
10/09/2023	COM	87770	59582	JOHNSON THERMOL-TEMP INC.	1,324.82
10/09/2023	COM	87771	60890	JONATHON BRINKER	250.00
10/09/2023	COM	87772	51579	JOSEPH ANDERSON	250.00
10/09/2023	COM	87773	60891	LAURA DAGOSTINO	250.00
10/09/2023	COM	87774	51792	LEXISNEXIS RISK SOLUTIONS	200.00
10/09/2023	COM	87775	60888	LUCIA BERRY	250.00
10/09/2023	COM	87776	60620	MACQUEEN EMERGENCY	1,063.96
10/09/2023	COM	87777	60882	MARY-CATHERINE DECARTERET	250.00
10/09/2023	COM	87778	60889	MEGAN WILHELM	250.00
10/09/2023	COM	87779	60885	MICHAEL HUDDLESTUN	250.00
10/09/2023	COM	87780	60883	MICHAEL RYAN	250.00
10/09/2023	COM	87781	52030	MICHIGAN GRAPHICS & AWARDS	20.00
10/09/2023	COM	87782	59330	MIKE SAVOIE CHEVROLET	102.20
10/09/2023	COM	87783	51182	NELSON BROTHERS SEWER &	205.00
10/09/2023	COM	87784	50830	OAKLAND COUNTY TREASURER'S	220,466.33
10/09/2023	COM	87785	50838	OAKLAND SCHOOLS	1,111.75
10/09/2023	COM	87786	60877	PRECISION CONCRETE, INC.	50,000.00
10/09/2023	COM	87787	15300	PRINTING SYSTEMS	766.31
10/09/2023	COM	87788	60879	PROGRESSIVE PLUMBING SUPPLY CO.	102.40
10/09/2023	COM	87789	51746	QUEEN ESTHER WEST	250.00
10/09/2023	COM	87790	16500	S.O.C.R.R.A.	38,488.00

10/09/2023 08:33 AM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 09/26/2023 - 10/09/2023

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
10/09/2023	COM	87791	16600	S.O.C.W.A.	69,278.70
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10/09/2023	COM	87793	50635	TERESA SICKINGER	250.00
10/09/2023	COM	87794	60881	THE ROSSOW GROUP	350.00
10/09/2023	COM	87795	31043	THOMAS J RYAN PC.	8,687.50
10/09/2023	COM	87796	60555	VERSADIAL SOLUTIONS	900.00
10/09/2023	COM	87797	60744	WILLIAM JENKINS	250.00
10/09/2023	COM	87798	53572	WOW! BUSINESS	946.27
10/09/2023	COM	87799	20900	ZIP ETC INC	218.00

COM TOTALS:

Total of 75 Checks:	537,693.35
Less 0 Void Checks:	0.00
Total of 75 Disbursements:	537,693.35

REPORT TOTALS:

Total of 77 Checks:	690,007.60
Less 0 Void Checks:	0.00
Total of 77 Disbursements:	690,007.60



To: Honorable Village President George & Village Council Members

From: Mark Stec, Planning & Zoning Administrator

Date: 10/11/23

RE: PC Case 23-08-10_Special Land Use Request_31535 Southfield Road

At its September 5, 2023 meeting, Village Council referred PC Case 23-9-10 Special Land Use request for the conversion of the former Bed Bath & Beyond building into an indoor commercial recreation facility. The proposal includes repurposing of the interior of the building for thirteen 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 a permitted use after special approval in the B-1 zoning district.

After holding a public hearing on the matter at its September 27, 2023 meeting, the Planning Commission passed a motion to recommend approval of the request by Village Council. The 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:
 - compliance with maximum footcandle levels at property lines abutting the R-M Multiple-Family district
 - 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 the attached revised plans addressing the above conditions. The plans appear to meet the conditions. However, a complete review of the plans will be provided to the Village Council as it considers final approval of the request. Per village ordinances, upon receiving a recommendation on special land use requests from the Planning Commission, Village Council shall also hold a public hearing prior to making a final determination on the request.

Request

At this time, it is being requested of the Village Council to place the item on the agenda of its November 7, 2023 meeting for public hearing and consideration of final approval.

Attachments:

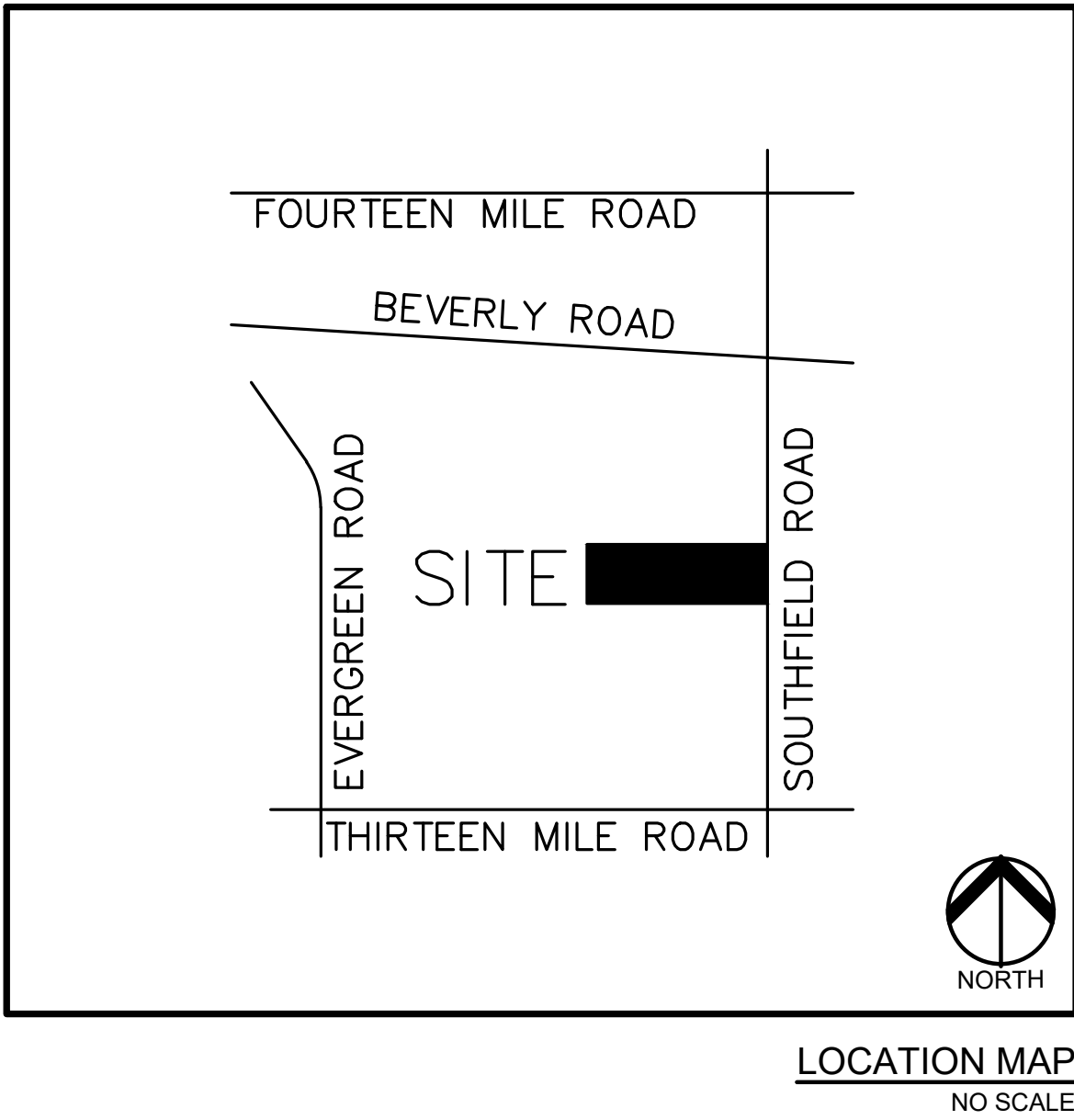
- 10/11/23 revised site plans

SITE PLANS

INDOOR RECREATION CENTER

31535 SOUTHFIELD ROAD

VILLAGE OF BEVERLY HILLS, MICHIGAN 48025



INDEX OF DRAWINGS	
NUMBER	TITLE
C-0.0	COVER SHEET
C-1.0	SITE PLAN
A1.1	FIRST AND SECOND FLOOR PLANS
A2.1	BUILDING ELEVATIONS
A3.1	BUILDING SECTIONS
	LANDSCAPE PLAN
1 of 1	PHOTOMETRIC PLAN
	REFERENCED LIGHTING PLAN (BED/BATH/BEYOND)

Received 10/11/23
PC Case 23-08-10

DESIGN TEAM

APPLICANT

NELSON VENTURES
2966 INDUSTRIAL ROW DRIVE
TROY, MICHIGAN 48084
CONTACT: LINDEN NELSON
PHONE: 248.721.2100
LINDEN@NELSONVENTURES.COM

CIVIL ENGINEER

PEA GROUP
1849 POND RUN
AUBURN HILLS, MICHIGAN 48326
CONTACT: JAMES P. BUTLER, PE
PHONE: 844.813.2949
JBUTLER@PEAGROUP.COM

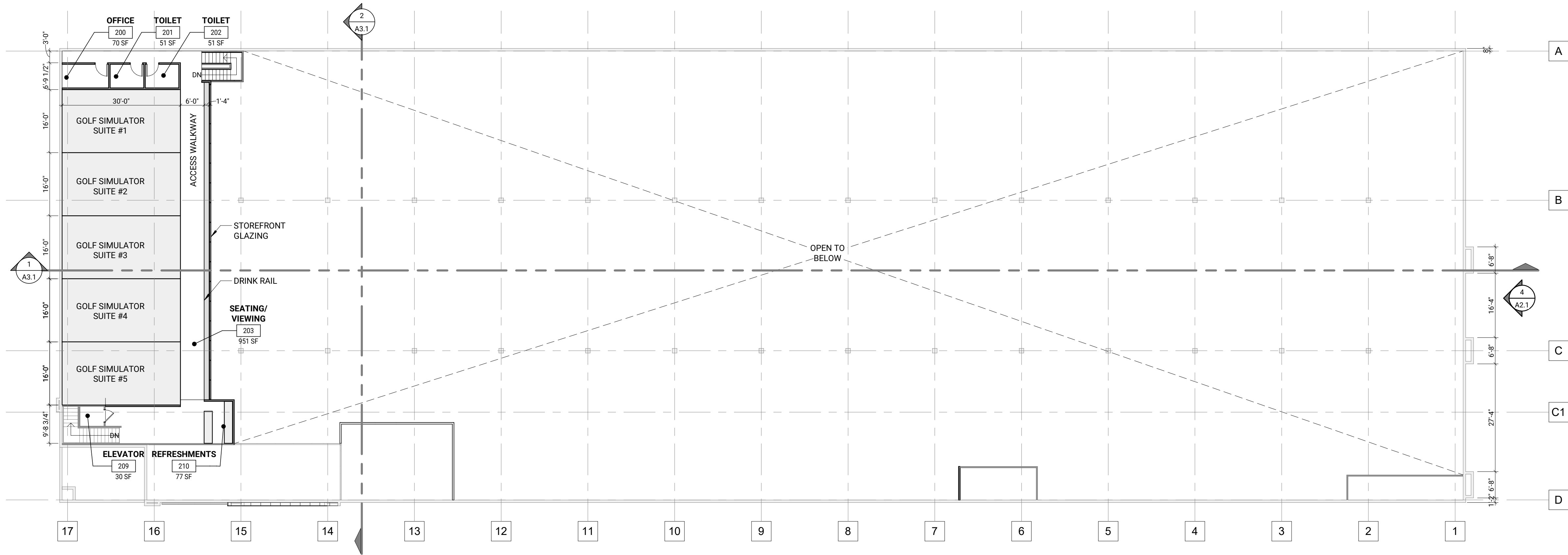
ARCHITECT

STUDIO DETROIT ARCHITECTS
2040 PARK AVENUE, SUITE: 200
DETROIT, MICHIGAN 48226
CONTACT: ZACH RATHWELL
PHONE: 313.682.7086
ZACH@STUDIO-DETROIT.COM

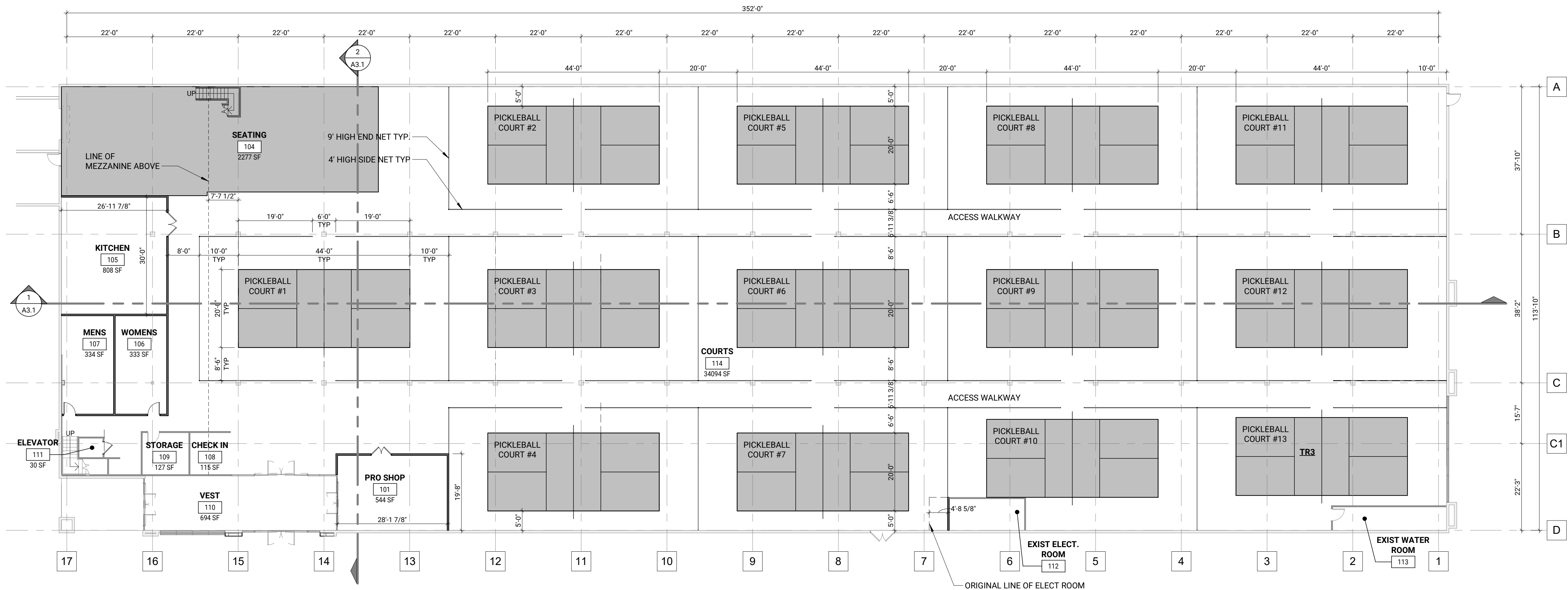


REVISIONS	
DESCRIPTION	DATE





PROPOSED SECOND FLOOR PLAN
1/16" = 1'-0"



PROPOSED FIRST FLOOR PLAN
1/16" = 1'-0"

INDICATES FENCE

PARKING CALCULATIONS

USABLE AREA CALCULATIONS

USE	AREA	COUNT	TOTAL AREA
PICKLE BALL COURTS	1,200 SF EA	13	15,600 SF
GOLF SIMULATOR	480 SF EA	5	2,400 SF
ADDITIONAL SEATING	2,400 SF	1	3,000 SF
TOTAL USABLE AREA			21,000 SF

REQUIRED PARKING CALCULATIONS

INDOOR COMMERCIAL RECREATION - ONE SPACE PER 200 SQ FT OF USEABLE FLOOR AREA

USEABLE AREA / 200 SF = PARKING COUNT

21,000 SF / 200 SF = 105 SPACES

SPACES REQUIRED: 105

SPACES PROVIDED: 164

DO NOT SCALE DRAWINGS

ISSUED

08.31.23 USE CHANGE

DRAWN ZJR

CHECKED KJC

SEAL



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BIRMINGHAM, MICHIGAN

PROJECT -----

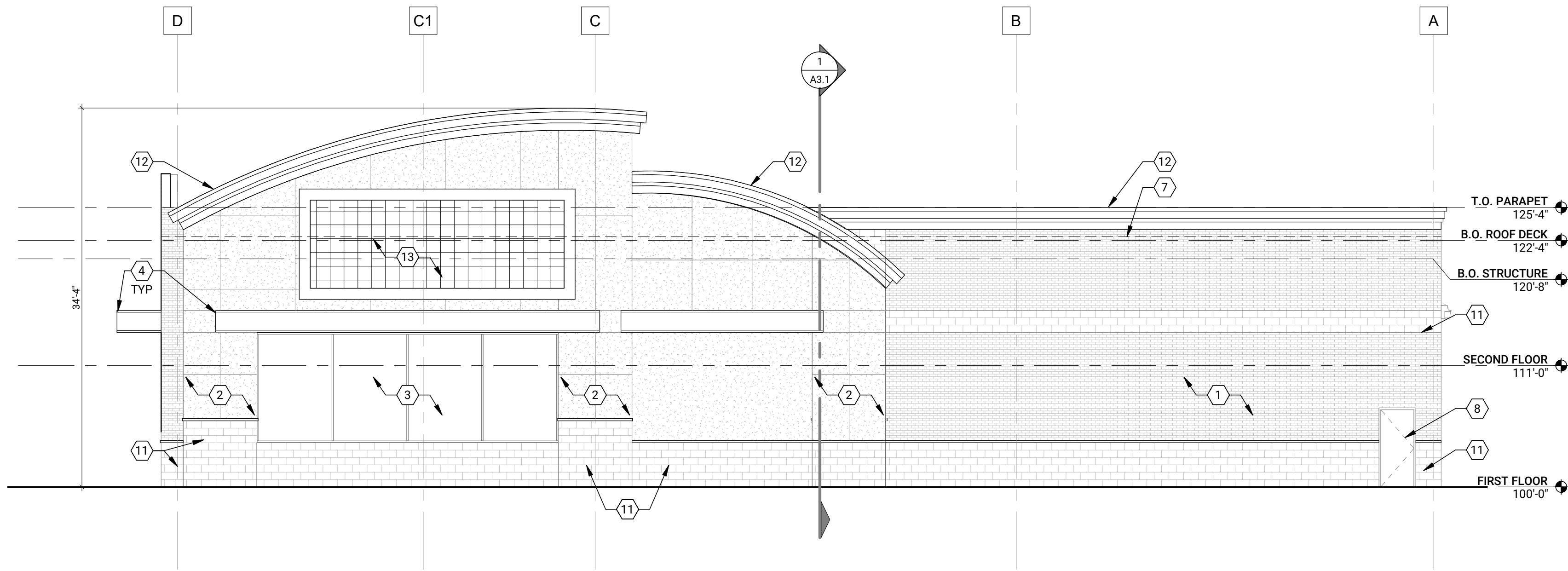
RECREATION CENTER-

BEVERLY HILLS

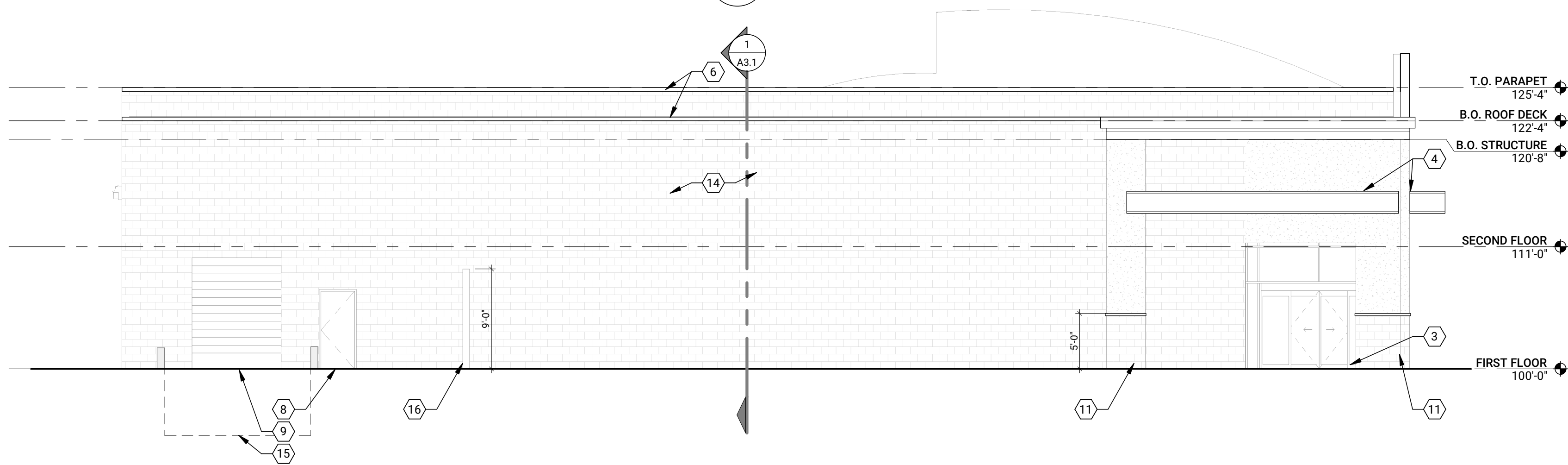
31535 SOUTHFIELD RD,
BEVERLY HILLS, MI 48025

PROPOSED FLOOR
PLANS - PICKLEBALL

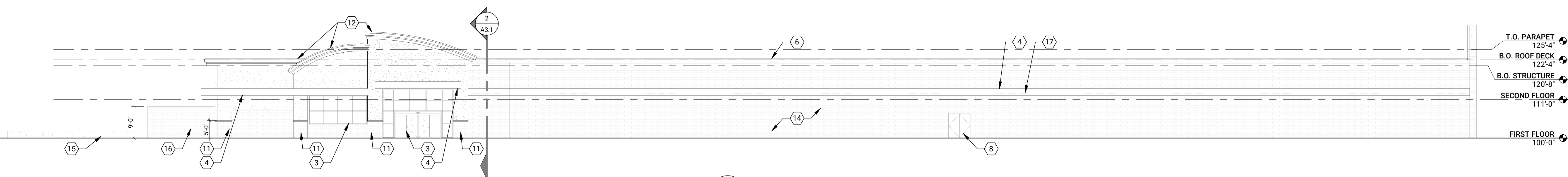
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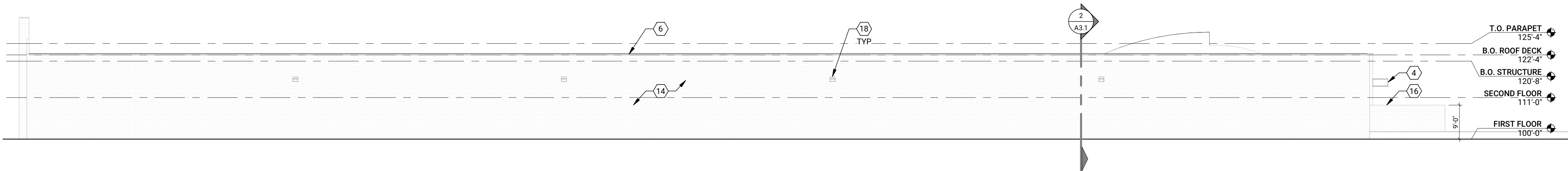
4 EXISTING EAST ELEVATION
A1.1 1/8" = 1'-0"



3 EXISTING WEST ELEVATION
1/8" = 1'-0"



2 EXISTING SOUTH ELEVATION
1/16" = 1'-0"



1 EXISTING NORTH ELEVATION
1/16" = 1'-0"

EXTERIOR ELEVATION KEY NOTES:
(TYPICAL THIS SHEET ONLY)

- EXISTING BRICK FACADE TO REMAIN TUCK POINT AND REPAIR AS NECESSARY, BRICK TO MATCH EXISTING COLOR AND PROFILE
- EXISTING EIFS TO REMAIN; PATCH AND REPAIR AS NECESSARY
- EXISTING GLASS AND ALUMINUM STOREFRONT / CURTAINWALL SYSTEM TO REMAIN
- EXISTING W 24 FRAMED STEEL CANOPY / ACCENT TO REMAIN; PRIME AND PAINT
- WALL MTD. EXT. LIGHT FIXTURE; SEE SCHEDULE & ELECTRICAL
- EXISTING METAL COPING TO REMAIN
- INDICATES LINE OF ROOF BEYOND
- EXISTING HM DOOR AND FRAME TO REMAIN; PRIME AND PAINT
- EXISTING OH DOOR AND FRAME TO REMAIN
- EXISTING SPLIT FACE CMU SCREENING WALL
- EXISTING SPLIT FACE CMU BASE / BANDING TO REMAIN
- EXISTING EIFS COPING TO REMAIN
- EXISTING BUILDING SIGNAGE; TO BE MODIFIED PER NEW TENANT REQUIREMENTS AND CITY ORDINANCES
- EXISTING PAINTED CMU TO REMAIN; PRIME AND PAINT PER NEW TENANT BRANDING
- EXISTING TRUCK DOCK TO REMAIN
- EXISTING SPLIT FACE CMU SCREEN WALL TO REMAIN
- EXISTING LIGHTING MOUNTED TO UNDERSIDE OF CANOPY
- EXISTING WALL SCENCE TO REMAIN

STUDIO
DETROIT
ARCHITECTS

2040 PARK AVENUE, SUITE 200
DETROIT, MICHIGAN 48226
STUDIO-DETROIT.COM
PROJECT MANAGER

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09.01.23 SITE PLAN REVIEW

DRAWN ZJR

CHECKED KJC

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BIRMINGHAM, MICHIGAN

PROJECT -----

RECREATION CENTER-
BEVERLY HILLS

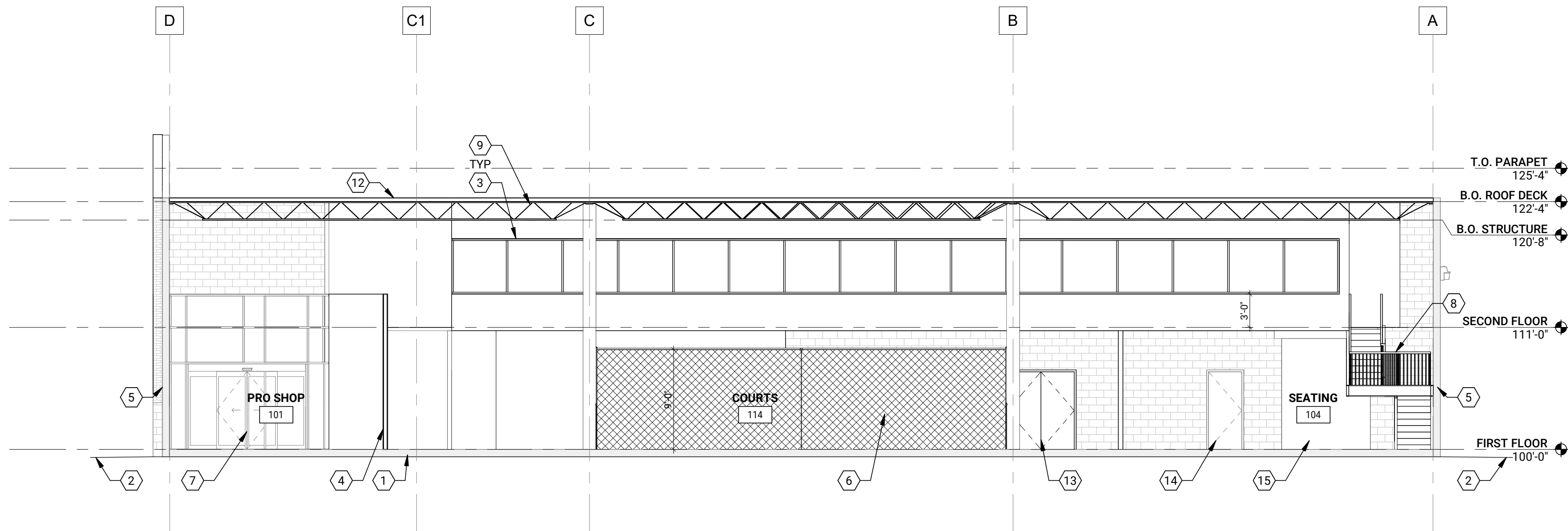
31535 SOUTHFIELD RD,
BEVERLY HILLS, MI 48025

EXISTING EXTERIOR
ELEVATIONS

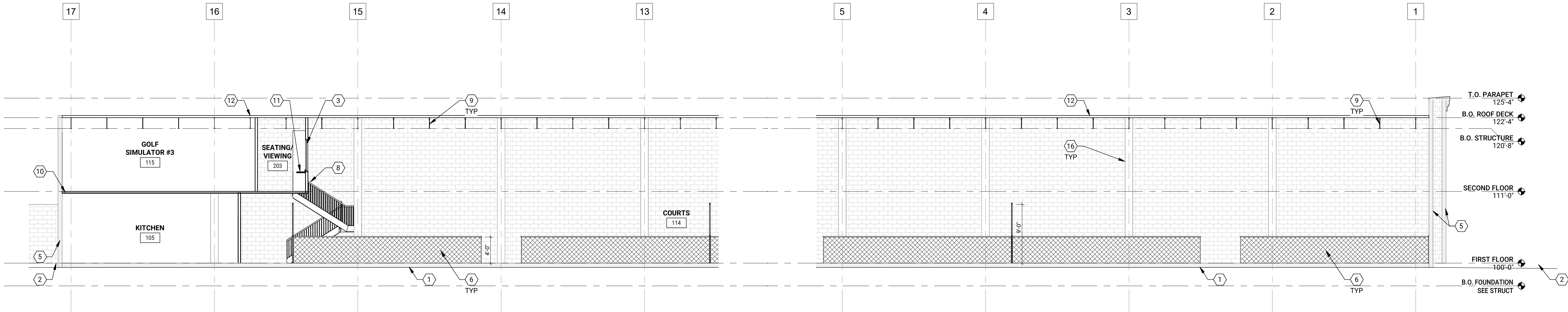
A2.1

BUILDING SECTION KEY NOTES:
(TYPICAL THIS SHEET ONLY)

- 1 EXISTING CONC. SLAB TO REMAIN
- 2 EXISTING PAVING / GRADE; SEE CIVIL
- 3 PROPOSED GLASS AND ALUMINUM STOREFRONT; SEE FRAME ELEVATIONS
- 4 NEW GYPSUM BOARD WALL CONSTRUCTION
- 5 EXISTING CMU WALL CONSTRUCTION; PRIME AND PAINT
- 6 PROPOSED PICKLEBALL COURT FENCING
- 7 EXISTING GLASS AND ALUMINUM STOREFRONT SYSTEM TO REMAIN
- 8 PROPOSED METAL PAN STAIR CASE; ATTACHED TO PROPOSED MEZZANINE COORD w/ STRUCTURE
- 9 EXISTING STEEL BEAM / JOIST; PRIME AND PAINT
- 10 CONC. SLAB ON GALV. METAL DECK; COORDINATE w/ STRUCTURAL
- 11 PROPOSED DRINK RAIL
- 12 EXISTING SINGLE PLY ROOF MEMBRANE ON RIGID INSULATION ON METAL DECK
- 13 NEW HM DOOR AND FRAME; PRIME AND PAINT
- 14 EXISTING HM DOOR AND FRAME; PRIME AND PAINT
- 15 EXISTING COILING OH DOOR AND FRAME TO REMAIN
- 16 EXISTING COLUMN TO REMAIN; PRIME AND PAINT COLUMN SURROUND



2 BUILDING SECTION
A1.1 1/8" = 1'-0"



1 BUILDING SECTION
A1.1 1/8" = 1'-0"

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ISSUED

09.01.23 ZONING CHANGE

DRAWN ZJR

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NELSON VENTURES

2100 E MAPLE RD # 200,
BIRMINGHAM, MICHIGAN

PROJECT -----

RECREATION CENTER-

BEVERLY HILLS

31535 SOUTHFIELD RD,
BEVERLY HILLS, MI 48025

PROPOSED BUILDING
SECTIONS

A3.1

NOTE - ANY PLANT MATERIAL THAT IS NOT IN HEALTHY CONDITION WILL BE REPLACED

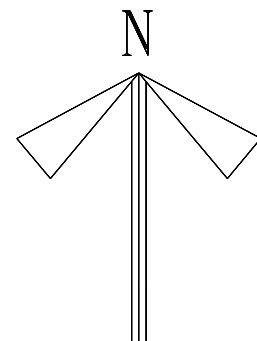
PROJECT:

INDOOR RECREATIONAL CENTER
31535 SOUTHFIELD RD.
BEVERLY HILLS, MI 48025

DATE OF REVISION:

SEPTEMBER 2, 2023

SCALE AND NORTH ARROW:



1 INCH = 32 FEET

SHEET TITLE:

LANDSCAPE PLAN

SHEET NO. :

L - 1

DESIGNED BY:

JASON C. BRYAN

DRAWN BY:

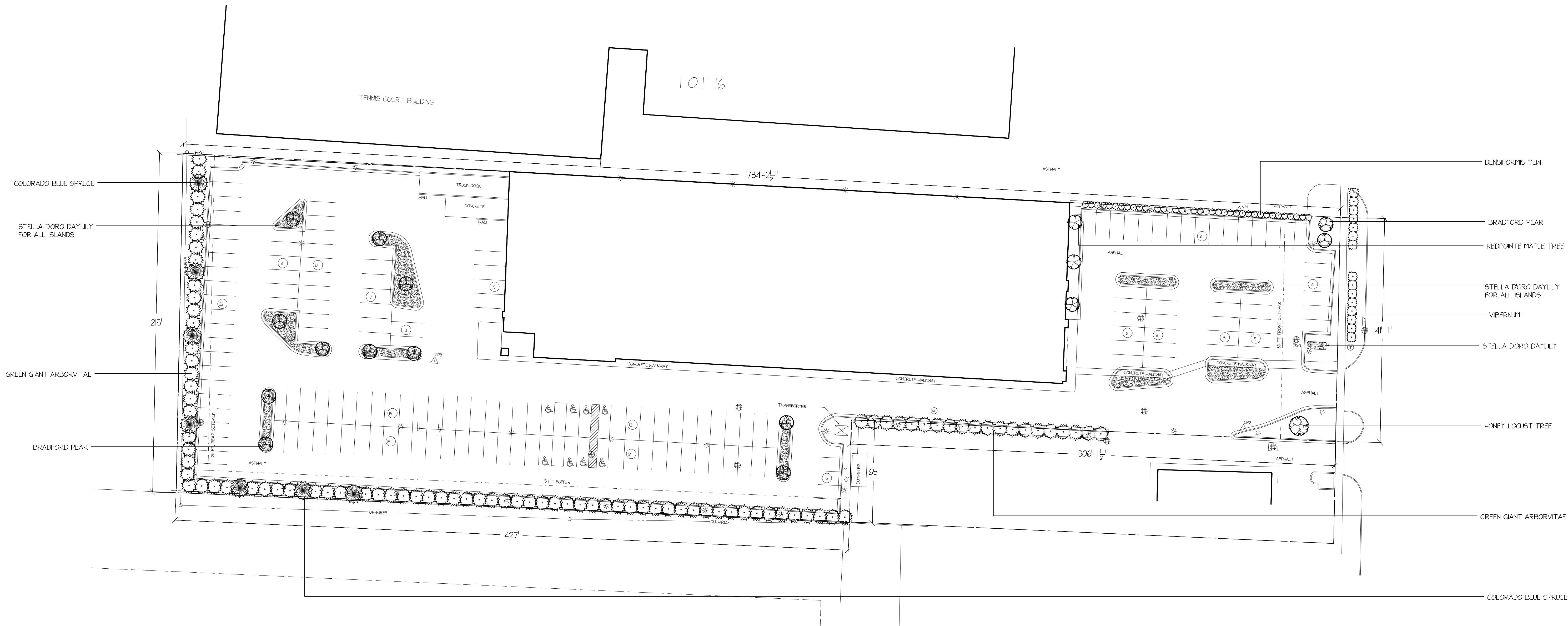
NEHA MATE

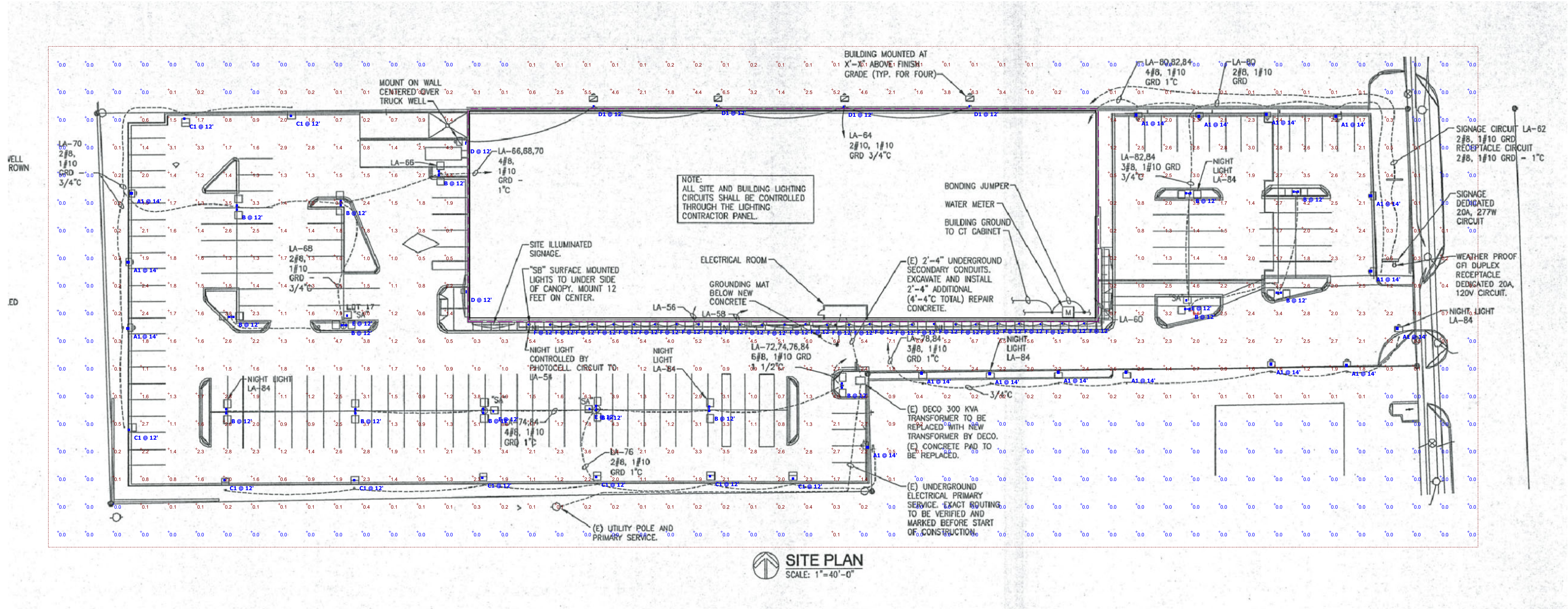
CHECKED BY:

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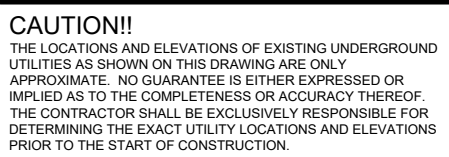


Per Fidelity National Title Insurance Company Commitment No. A0768447, Commitment Date May 11, 2021

Lot 17, except the East 334.00 feet of the South 65.00 feet and also except the East 27.00 feet taken for widening of Southfield Road, of Crystal Springs Subdivision, on North 1/2 of Southeast 1/4 of Section 2, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, as recorded in Liber 20 of Plats, Page 32, Oakland County Records, and described as: Beginning on the Westerly line of Southfield Road, as now established at a point distant South 01 deg. 10' 00" West, 1071.63 feet along the East line of Section 2 and North 86 deg. 49' 14" West, 60.03 feet from the East 1/4 corner of said Section 2; thence along the Westerly line of said Southfield Road, South 01 deg. 10' 00" West, 215.00 feet to the Northwest corner of said Lot 17; thence along the South 65.00 feet of said Lot 17, North 87 deg. 27' 00" West 306.99 feet; thence along the Westerly line of said East 334.00 feet to the South 65.00 feet of Lot 17, South 01 deg. 10' 00" West, 65.00 feet; thence along the Southerly line of said Lot 17, being also the Northerly line of Huntley Square Subdivision, as recorded in Liber 116, Page 18 of Plats, Oakland County Records, North 87 deg. 27' 00" West, 427.00 feet to the Southwest corner of said Lot 17; thence along the Westerly line of said Lot 17, North 01 deg. 10' 00" East 215.00 feet to the Northwestern corner of said Lot 17; thence along the North line of said Lot 17, North 86 deg. 49' 14" East, 734.23 feet to the point of beginning.



FLOODPLAIN:
BY GRAPHIC PLOTTING, THE SUBJECT PARCEL IS IN "AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN." (ZONE X) PER FEMA FLOOD INSURANCE RATE MAP PANEL NUMBER 26125C0538F, EFFECTIVE SEPTEMBER 29, 2006



CLIENT

**NELSON
VENTURES,
LLC**

1401 EAST MAPLE ROAD, SUITE B
SOUTHFIELD, MICHIGAN 48084

PROJECT TITLE

**INDOOR
RECREATION
CENTER**

31535 SOUTHFIELD ROAD
BEVERLY HILLS, MICHIGAN

REVISIONS	
PER PC APPROVAL	10-04-2023

ORIGINAL ISSUE DATE:
SEPTEMBER 05, 2023

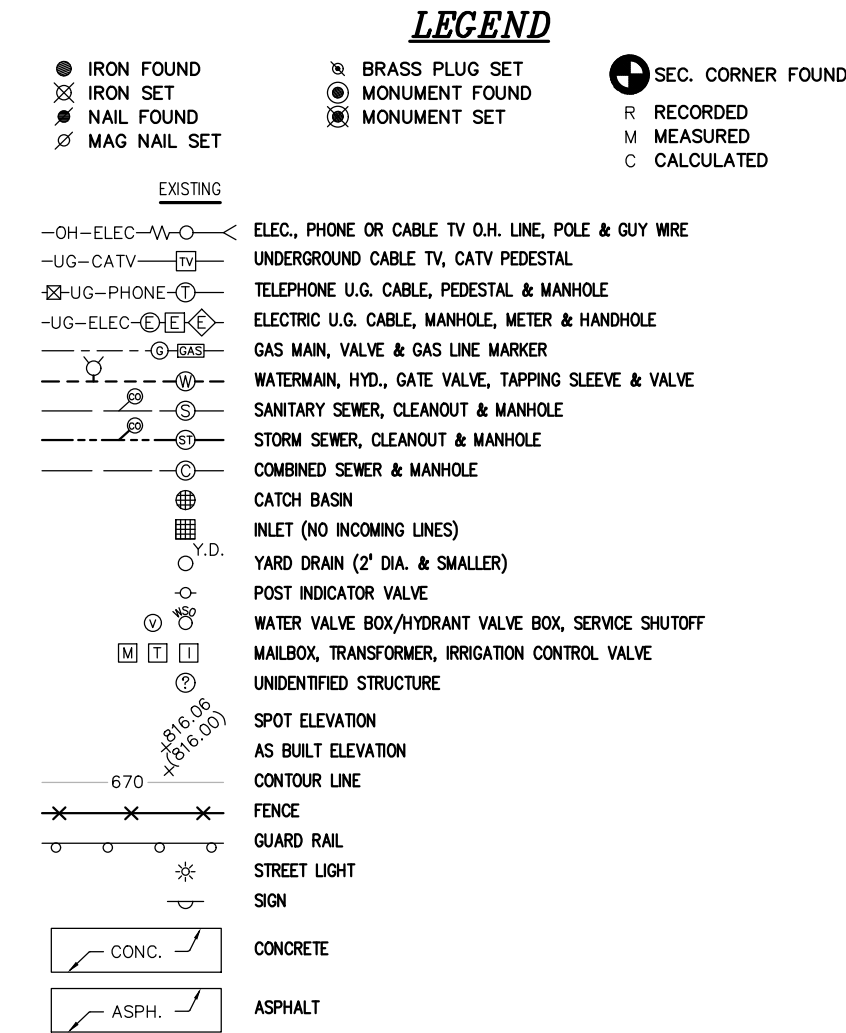
DRAWING TITLE

SITE PLAN

PEA JOB NO.	23-0842
P.M.	JPB
DN.	JPB
DES.	JPB

DRAWING NUMBER:

C-1.0



1. UPON COMPLETION OF THE BUILDING RENOVATIONS, AND AS WEATHER PERMITS, THE PARKING AREA WILL BE SEAL COATED AND RESTRIPED PER ZONING ORDINANCE REQUIREMENTS.
2. THE EXISTING LIGHT LEVELS ALONG RESIDENTIAL ZONED PROPERTIES (HUNTLY SQUARE APARTMENTS) LOCATED SOUTH OF THE PROPOSED DEVELOPMENT WILL BE EVALUATED AND ADJUSTED AS NECESSARY TO MEET THE CURRENT VILLAGE OF BEVERLY HILLS LIGHTING STANDARDS SPECIFICALLY, SECTION 22.09.050 (b) WHERE A MAXIMUM OF ONLY 0.5 FOOTCANDLES AT THE PROPERTY LINE IS PERMITTED
3. ANY EXISTING PLANTS DETERMINED TO BE IN POOR HEALTH WILL BE REPLACED.

SITE AREA = 134,853 SQ FT (3.096 ACRES)

ZONED B (BUSINESS)

GROSS BUILDING AREA = 40,592 SQ F
NET BUILDING AREA = 21,000 SQ FT
(15,600 SQ FT COURTS; 2400 SQ FT GOLF SIMULATORS; 3000 SQ FT SEATING)

REQUIRED SETBACKS:

FRONT	35'
REAR	20'
SIDE	PER SITE PLAN APPROVAL

EXISTING SETBACKS:

FRONT	171.6'
REAR	204'
SIDE	29'/0'

MAXIMUM BUILDING HEIGHT = 30' (2 STORY)

EXISTING BUILDING HEIGHT = 23' (1 STORY)

PARKING REQUIRED: INDOOR COMMERCIAL RECREATION = 1 SPACE/200 SQ FT (NET)

PARKING REQUIRED = $21,000 / 200 = 105$ SPACES

PARKING PROVIDED = 164 SPACES INCLUDING 8 ADA SPACES)



To: Village Council President and Council Members

From: Village Manager

Date: October 13, 2023

Re: Village's Liability Insurance Policy

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

The terms of this policy are the same as the current policy: A self-insured retention of \$75,000 for liability and, for vehicle and physical damage a self-insured retention of \$15,000 per vehicle and \$30,000 per occurrence. The liability limit is \$10,000,000 with various other limits listed on page 3. There is also a stop loss policy that would limit all liability in any village fiscal year to \$150,000. The cost for retaining this stop-loss policy is \$5,050. The stop-loss policy is detailed on page 8.

The total cost for the liability policy for one year is \$143,457. This is a slight increase over last year's premium of \$140,158. The total premium, stop loss cost, and retention fund contribution for this year is \$188,507. This is slightly up from \$185,074 last year or just under a 2% increase.

Suggested Resolution

Be it resolved that the Beverly Hills Village Council approve and authorize the Village Manager to sign the Michigan Municipal Risk Management Authority Liability and Property Insurance renewal effective November 1, 2023 through November 1, 2024 in the amount of \$188,507.00. Funds for these expenditures are available in accounts 101.248.935.00, 205.345.935.00, 592.540.935.00.

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

Member:	Village of Beverly Hills	Proposal No: Q000014210
Date of Original Membership:	November 1, 2000	
Proposal Effective Dates:	November 01, 2023 To November 01, 2024	
Member Representative:	Jeffrey Campbell	Telephone #: (248) 646-6404
Regional Risk Manager:	Ibex Insurance Services	Telephone #: (248) 538-0470

A. Introduction

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

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

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

B. Member Obligation - Deductibles and Self Insured Retentions

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

Table I
Member Deductibles and Self Insured Retentions

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

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

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

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

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

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

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

C. MMRMA Obligations - Payments and Limits of Coverage

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

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

Table II
Limits of Coverage

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

Property and Crime		Limits of Coverage Per Occurrence		Annual Aggregate	
		Member	All Members	Member	All Members
1	Buildings and Personal Property	9,372,360	350,000,000	N/A	N/A
2	Personal Property in Transit	2,000,000	N/A	N/A	N/A
3	Unreported Property	5,000,000	N/A	N/A	N/A
4	Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5	Fine Arts	2,000,000	N/A	N/A	N/A
6	Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7	Money and Securities	1,000,000	N/A	N/A	N/A
8	Accounts Receivable	2,000,000	N/A	N/A	N/A
9	Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10	Fire and Emergency Vehicle Rental (12 week limit)	2,000 per week	N/A	N/A	N/A
11	Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12	Dam/Dam Structures/Lake Level Controls	250,000	N/A	N/A	N/A
13	Transformers	0	N/A	N/A	N/A
14	Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15	Marine Property	1,000,000	N/A	N/A	N/A
16	Other Covered Property	10,000	N/A	N/A	N/A
17	Income and Extra Expense	5,000,000	N/A	N/A	N/A
18	Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19	Faithful Performance	Per Statute	N/A	N/A	N/A
20	Earthquake	5,000,000	N/A	5,000,000	100,000,000
21	Flood	5,000,000	N/A	5,000,000	100,000,000
22	Terrorism	50,000,000	50,000,000	N/A	N/A

Table III

Network and Information Security Liability, Media Injury Liability, Network Security Loss, Breach Mitigation Expense, PCI Assessments, Social Engineering Loss, Reward Coverage, Telecommunications Fraud Reimbursement, Extortion.			
	Limits of Coverage Per Occurrence/Claim	Deductible Per Occurrence/Claim	Retroactive Date
	\$2,000,000		
Coverage A Network and Information Security Liability: Regulatory Fines:	Each Claim Included in limit above Each Claim Included in limit above	\$25,000 Each Claim	7/1/2013
Coverage B Media Injury Liability	Each Claim Included in limit above	\$25,000 Each Claim	7/1/2013
Coverage C Network Security Loss Network Security Business Interruption Loss:	Each Unauthorized Access Included in limit above Each Business Interruption Loss Included in limit above	\$25,000 Each Unauthorized Access Retention Period of 72 hours of Business Interruption Loss	Occurrence
Coverage D Breach Mitigation Expense:	Each Unintentional Data Compromise Included in limit above	\$25,000 Each Unintentional Data Compromise	Occurrence
Coverage E PCI Assessments:	Each Payment Card Breach \$1,000,000 Occ./\$1,000,000 Agg. Included in limit above	\$25,000 Each Payment Card Breach	Occurrence
Coverage F Social Engineering Loss:	Each Social Engineering Incident \$100,000 Occ./\$100,000 Agg. Included in limit above	\$25,000 Each Social Engineering Incident	Occurrence
Coverage G Reward Coverage	Maximum of 50% of the Covered Claim or Loss; up to \$25,000 Included in Limit above	Not Applicable	Occurrence
Coverage H Telecommunications Fraud Reimbursement	\$25,000 Included in limit above	Not Applicable	Occurrence
Coverage I Extortion Coverage	Each Claim Included in limit above	\$25,000 Each Extortion Loss	Occurrence

Annual Aggregate Limit of Liability

Each Member Aggregate	All Members Aggregate
\$2,000,000	\$17,500,000

The Each Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$2,000,000 per Member for all Subjects of Coverage in any Coverage Period, regardless of the number of coverage events.

The All Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$17,500,000 for All Members for all Subjects of Coverage in any Coverage Period, regardless of the number of Members or the number of coverage events.

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

Table IV

Specialized Emergency Response Expense Recovery Coverage

Limits of Coverage

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

Table V

Specialized Emergency Response Expense Recovery Coverage

Deductibles

Specialized Emergency Response Expense Recovery	Deductible per Occurrence
	Member
	N/A

D. Contribution for MMRMA Participation

Village of Beverly Hills

Period: November 01, 2023 To November 01, 2024

Coverages per Member Coverage Overview:	\$143,457
Stop Loss Coverage:	\$5,050
Member Loss Fund Deposit:	\$40,000
TOTAL ANNUAL CONTRIBUTIONS:	\$188,507

E. List of Addenda

- 1. Stop Loss Program Participation Agreement

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

Accepted By:
Village of Beverly Hills

Proposal No:
Q000014210

MMRMA



Member Representative

MMRMA Representative

Date

10-11-2023

Date

ADDENDUM

STOP LOSS PROGRAM PARTICIPATION AGREEMENT

Optional

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

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

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

Accepted by:

Member Representative

Date: _____

MMRMA



Authorized Representative

Date: 10-11-2023

Community: **Village of Beverly Hills**
Renewal period: Nov. 1, 2023 to Nov. 1, 2024

	<u>Total Contribution</u>	<u>Property Totals</u>	<u>Stop Loss</u>
Last Year	\$185,074	\$6,754,713	\$150,000
This Year	\$188,507	\$8,372,360	\$150,000
Total Change	\$3,433	\$1,617,647	\$0
% Change (+ -)	1.9%	23.9%	0.0%

RAP Grants:

<u>Approved</u>	<u>Issued</u>	<u>Description</u>	<u>Amount</u>	<u>Comments</u>
5/11/06	6/8/09	Ready Buckle System	\$500	\$125 each
5/28/08	3/27/12	In Car Cameras	\$13,000	50% up to \$10K (new) & 1/3 up to \$3K (replace)
3/14/12		Tasers	\$4,000	50% up to \$4,000
3/17/15	8/17/15	Digital Camera & Security	\$11,660	50% up to \$11,660
3/17/15	5/1/15	In Car Cameras	\$9,000	1/3 up to \$9,000
11/13/17	3/30/18	Tasers	\$5,000	\$500/unit up to \$5,000
3/15/19	5/10/19	Bumper Guard Project	\$305	50% up to \$304.55
5/14/19	6/10/19	NFPA Fire Inspector	\$1,950	75% up to \$1,950
3/6/20	4/15/20	Staff & Command Project	\$4,875	75% up to \$4,875
6/1/21	7/30/21	Body Worn & In Car Came	\$13,500	\$13,500
5/18/23	7/17/23	Digital Camera & Security	\$29,520	50% up to \$29,977.26
			\$95,809	

2006 MMRMA Distribution:	\$3,519
2007 MMRMA Distribution:	\$8,064
2008 MMRMA Distribution:	\$25,253
2010 MMRMA Distribution:	\$15,804
2011 MMRMA Distribution:	\$32,188
2012 MMRMA Distribution:	\$49,026
2013 MMRMA Distribution:	\$15,626
2014 MMRMA Distribution:	\$38,113
2015 MMRMA Distribution:	\$54,745
2016 MMRMA Distribution:	\$69,179
2017 MMRMA Distribution:	\$58,720
2018 MMRMA Distribution:	\$85,057
2019 MMRMA Distribution:	\$89,819
2020 MMRMA Distribution:	\$112,154
2021 MMRMA Distribution:	\$82,184
2022 MMRMA Distribution:	\$110,816
2023 MMRMA Distribution:	\$79,851
\$930,118	



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Annual Next Contract

Date: October 12, 2023

Next is a non-profit organization that works to identify and meet the needs of older adults by coordinating community resources to provide education, recreational and social programs. Next provides supportive outreach services and volunteer opportunities to seniors in the Village of Beverly Hills and greater Birmingham School District community. The Village of Beverly Hills does not provide the services provided by Next on its own.

Next has provided a contract for services for the period of July 1, 2023 through June 30, 2024. Next initially requested \$47,712.00 from the Village, which is an increase of roughly \$4,300 from last year. During budget discussions earlier this year, Administration and Council discussed providing an additional \$4,000 to help mitigate expenses that Next incurs for Yard Services (lawn mowing and snow plowing) that go above the Community Development Block Grant (CDBG) funding provided. The total amount of \$51,712.00 was included in the Village's annual budget. The annual contract and funding request are included for your review. The contract has also been reviewed by the Village Attorney.

Suggested Resolution

Be it resolved, the Beverly Hills Village Council approves and authorizes Administration to execute the annual contact with Next for senior services in the amount of \$51,712.00 for Fiscal Year 23-24. Funds for these services are available in account #101-693-891.00.

Attachments

CONTRACT FOR SENIOR SERVICES NEXT

Agreement made and entered into this ____ day of ____, 2023 by and between the Village of Beverly Hills, a Michigan village corporation of the County of Oakland, State of Michigan, 18500 W. 13 Mile Road, Beverly Hills, Michigan 48025 (hereinafter “the Village”) and Next, a Michigan nonprofit corporation, 2121 Midvale, Birmingham, Michigan 48009.

WHEREAS, the Village has determined that there is a need for certain services to be provided to identify and meet the needs of older adults and coordinate community resources to provide educational, recreational and social programs; supportive outreach services; and volunteer opportunities for senior members of our community, and

WHEREAS, the Village has determined that it is impractical at this time to directly furnish such services utilizing Village personnel and facilities, and

WHEREAS, Next was established in 1978 to provide such services, and continues to provide such services with the support and cooperation of the Birmingham Public Schools, City of Birmingham, Village of Franklin and Village of Bingham Farms, and

WHEREAS, Next is willing to furnish such services for the Village and the Village is willing to contribute funds for the support of such services,

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Village and Next agree as follows:

1. Next agrees to furnish to the residents of the Village of Beverly Hills (as well as residents of other communities within the Birmingham Public School District) services and programs, which, by way of illustration, currently include the following:
 - a. Home delivered meals
 - b. Transportation – Areas covered: Beverly Hills, Bingham Farms, Birmingham and Franklin
 - c. Health screenings and information
 - d. Yard services
 - e. Home repair
 - f. Income tax preparations
 - g. Legal counseling
 - h. Medicare information
 - i. Durable medical equipment loans
 - j. Nutritional supplement program
 - k. Various support groups
 - l. Enrichment classes
 - m. Sports and fitness programs

- n. Social activities
 - o. Travel opportunities
 - p. Recreational and wellness programs
2. For such services and programs, the Village agrees to pay the sum of \$51,712.00 Dollars to Next for the July 1, 2023 to June 30, 2024 Fiscal Year.
 3. Next will furnish the Village, and the members of the Village's Council, with copies of its Annual Report.
 4. This Agreement shall automatically renew each Fiscal Year, with the amount of the annual contract by the Village to be determined each year by the Village of Beverly Hills Council, unless either party notifies the other in writing at least 60 days prior to the anniversary date that it desires to modify or terminate this Agreement.
 5. This Agreement sets forth the entire understanding between the Village and Next, and cannot be changed except by a writing signed by both the Village and Next. This Agreement shall inure to the benefit of and shall be binding upon, the parties hereto and their respective successors and permitted assigns. Next may not assign this Agreement without the Village's prior written consent. This Agreement shall be governed by and construed under the laws of the State of Michigan. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected thereby.

Village of Beverly Hills

By: _____
Jeffrey Campbell

Its: Village Manager

Next

By: _____
Cris Braun

Its: Executive Director



Your Place to Stay Active & Connected

Cris Braun
Executive Director
CBraun@birmingham.k12.mi.us
248.203.5270

Proudly Serving the 50+ population of Birmingham, Bingham Farms, Beverly Hills, Franklin and surrounding areas.

Mr. Jeffrey Campbell
Village Manager
The Village of Beverly Hills
18500 West 13 Mile Road
Beverly Hills, MI 48025

February 2, 2023

Dear Mr. Campbell,

Next would like to thank the Village of Beverly Hills for your continued support. Next continues to grow and thrive, but of course, there are challenges as well.

Not only is Next working to adequately serve the diverse needs of our community right now, we are also planning how to best serve our residents in the coming years. Currently, Next serves over 2,200 members with a wide variety of opportunities for socialization, enrichment, and life-long learning, as well as health and wellness presentations, fitness classes and creative arts. We also serve several hundred additional non-member residents through our Support Service Department where we provide Meals on Wheels, SMART transportation, offer home and yard maintenance, and provide referrals and information that allow seniors to remain safely in their homes.

As Next continues to care for our senior residents, we know the demand for critical resources will continue to grow and costs will continue to rise. Forecasting for the new fiscal year, we would like to respectfully ask the Village of Beverly Hills to slightly increase its current level of financial support from \$43,375.00 to \$47,712.00 to help mitigate the expenses Next incurs above the CDBG funding provided. With this support, we will be better positioned to meet the increasing needs of Beverly residents with uninterrupted services and stimulating programs while ensuring accessibility to all that want to participate.

We know our success depends on community partners like Beverly. We are grateful for your continued guidance, and your confidence in Next to deliver the programs and services your residents require to retain an engaged, healthy and independent lifestyle.

Thank you for your consideration,

Cris Braun





To: Honorable Council President George and Village Council Members

From: Jeff Campbell, Village Manager

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

Date: October 11, 2023

Oakland County entered into the Agreement for Local Fiscal Recovery Distribution in April of 2023, after Council approved the Agreement in 2022. Subsequently, the County has submitted an amendment to the Agreement for the Council's review and consideration.

As you may recall, local governments could receive up to \$100,000 in one to one (1:1) matching grant funds for critical infrastructure. The grant funding is coming from American Rescue Plan Act of 2021 awarded to Oakland County. Grant funding was approved for the decision support planning tool, the basement backup protection program planning, sanitary sewer planning, and water line verifications. Currently, the Village's Engineering Consultant is working on the decision support planning tool and completing the water line verifications. We will discuss the sewer planning and backup planning at a November Council meeting.

The original Interlocal Agreement and the proposed Amendments are attached for your review and consideration. The only additional requirement for the Village is to provide quarterly progress reports on the grant. The attached form that the Village must submit for updates is attached for reference.

Suggested Resolution

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

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

Amendment 1

The Parties agree to amend the **AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN OAKLAND COUNTY AND the Village of Beverly Hills** ("Agreement") as follows:

1. The following sentence will be added to the end of the first paragraph on the first page of the Agreement: "Notwithstanding any language to the contrary in the Agreement, Public Body is a grantee of the funds it received under the Agreement. Public Body shall comply with all requirements in the Agreement regardless of its classification as a grantee."
2. Paragraph 5.f. under **PUBLIC BODY AFFIRMATIONS** will be deleted.
3. Paragraph 10. **COMPLIANCE WITH LAWS** will be modified to add subparagraph f. which states, "Public Body must comply with 2 C.F.R. Part D, Post Federal Award Requirements, being 200.300 et seq., where applicable."
4. This Amendment will be effective on _____.
5. All contractual provisions of the Agreement not otherwise affected by this Amendment shall remain in full force and effect.

FOR AND IN CONSIDERATION of the mutual assurances, promises, acknowledgments, set forth in this Amendment 1 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment 1 on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Amendment 1.

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

EXECUTED: _____
Jeff Campbell, Village Manager on
on behalf of the Village of Beverly Hills

DATE: _____

WITNESSED: _____
Kristin Rutkowski, Village Clerk

DATE: _____

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

EXECUTED: _____

David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

Oakland County Board of Commissioners
County of Oakland

DATE: _____

CVT Grant Reporting Template

This report is due quarterly and then upon completion of the project.

Submit to:

Program Manager

Dan Klein Mobile: (248) 705-5521

Email: kleind@OakGov.com

CVT Name:

Grant Amount:

Description of Project: *(if modified from application)*

Project Implementation: Project is (check one) ___ not started ___ less than half-way completed
___ more than half-way but not completed ___ completed

What has been accomplished since the last report?

Once project is completed, please answer the following questions:

Project Completion Date:

How did the completion of the project meet your infrastructure goals and the needs of your community? Were there any specific equity needs met?

If these funds had not been available, how would the work have been funded?

Anything else you want to add?

Prepared by: _____

Position: _____

Best way to contact: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
 - b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
 - 1. Project progress report including completion of deliverables included in project scope;
 - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
 - c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
 - d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
 - e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.
4. **COUNTY'S RESPONSIBILITIES.**
- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.
5. **PUBLIC BODY AFFIRMATIONS.**
- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
 - b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
 - c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding

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

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

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

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

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

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

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

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

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

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

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

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

11. **DURATION OF INTERLOCAL AGREEMENT.**

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

12. **ASSURANCES.**

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

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

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

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

14. **SETOFF OR RETENTION OF FUNDS**

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

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

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


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


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

24. **ENTIRE AGREEMENT.**


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

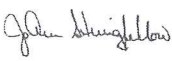
IN WITNESS WHEREOF, Jeffrey Campbell, Village Manager, Village of Beverly Hills hereby acknowledges that he/she has been authorized by a resolution of the Beverly Hills Village Council, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds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

EXECUTED:  DATE: 01/05/2023
Jeffrey Campbell, Village Manager, Village of Beverly Hills

WITNESSED:  DATE: 1-5-2023
[insert name, title] Kristin Rutkowski, Village Clerk,
Village of Beverly Hills

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

EXECUTED:  DATE: Apr 21, 2023
David Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED:  DATE: Apr 21, 2023
Oakland County Board of Commissioners
County of Oakland

**EXHIBIT A - VILLAGE OF BEVERLY HILLS PROJECT SCOPE INCLUDED
IN ITS APPLICATION APPROVED BY OAKLAND COUNTY**

The Village of Beverly Hills submitted four (4) separate application for four different projects that were approved by Oakland County. Each project involved Local Infrastructure Planning. The following list sets forth the scopes of the four approved projects and the grant funding that shall go toward each project. Exhibit B sets forth the amount of grant funding to go towards each proposal and the corresponding match for each of the four projects.

Approved Proposal #1: Decision Support Tool Planning – this helps the Village coordinate asset management across different infrastructure system to assure value in Village Infrastructure investments. The budget for this project is \$50,000. The grant would cover \$25,000 of the budget. The purpose of this proposal is to develop a Decision Support Tool that is intended to allow synchronization of the various management plans into a coordinated effort when analyzing improvements on a year-to-year basis. It would also provide a mechanism to adjust the importance of one component over another as regulatory, funding sources and/or other factors may arise.

Approved Proposal #2: Basement Backup Protection Program Planning – a plan for developing community specific materials to provide education and resources to Village residents to reduce flooding and sewer backups and the impacts they have on the community. The budget for this project is \$25,000 with the grant covering \$12,500 of that budget.

Approved Proposal #3: Sanitary Sewer Planning - The planning to prevent sanitary sewer backups in approximately \$25,000 with the grant covering \$12,500 of that budget. The Village contracts the Office of Oakland County Water Resources Commissioner (WRC) to operate and maintain the sewer system. A budget is developed annually to complete these services. Included in these services is a plan for WRC to complete a CCTV program where all local sewers are televised on a 7-year cycle. Based on the funding allocations provided in the Grant application, \$20,000 was set aside for CCTV work as part of this project. Using an approximate cost of \$3.50 per foot for standard, small diameter, sanitary sewer cleaning and televising, approximately a mile of Village sewers will be able to be televised with these funds as part of this year's program. This inventory is essential for local infrastructure planning.

Approved Proposal #4: Water Line Service Verifications – the Village will utilize grant funding to assist in material verification of water service lines in order to comply with the State requirement under the revised Lead and Copper rule. The proposed budget for this project is \$110,000 with the grant covering \$50,000 of that budget. Again, this inventory is essential for local infrastructure planning.

EXHIBIT B

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

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

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

REGULAR COUNCIL MEETING MINUTES – SEPTEMBER 6, 2022 – PAGE 1

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

Also Present: Village Manager Campbell
Guest Clerk Trice
Village Attorney Ryan
Public Safety Director Torongeau

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

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Motion passed.

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

None

Special Order of Business: Introduction of New Department of Public Services Director, Neil Johnston. Manager Campbell introduced the incoming Director of Public Services and reviewed his credentials. The Council welcomed him. He will begin his employment with the Village September 19, 2022.

CONSENT AGENDA

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

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

Roll Call Vote:

Motion Passed (7-0)

BUSINESS AGENDA

REVIEW AND CONSIDER AWARDING 2023 VILLAGE CALENDAR BID TO INDIANA PRINTING & PUBLISHING CO.

Campbell provided an overview. The annual Village calendar was placed on MITN for bids July 25. On August 22 two bids were received. The lowest qualified bidder was Indiana Printing which the Village has used for quite some time. Mooney pointed out that the costs for this have increase by a third.

Motion by O’Gorman, second by Abboud, be it resolved that the Village Council approves the award of the contract for the 2023 Calendar Project to Indiana Printing & Publishing Co. in the amount of \$5,666.50. Funds for this project are available in account #101-747-881.00

Roll Call Vote:
Motion passed (7-0).

REVIEW AND CONSIDER ACCEPTING FEMA ASSISTANCE TO FIREFIGHTERS GRANT #EMW-2021-FG-10019.

Campbell provide an overview. Lt. Ginther provided details on how the fit testing is required and there is one testing machine in the area that many departments use. Receiving the grant and purchasing the machine allows the Village fire fighters the flexibility and redundancy to have two machines available. Kecskemeti asked if this tester could be used with other local departments. Ginther stated yes, currently Berkley houses the tester available to the Village.

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

Roll Call Vote:
Motion passed (7-0).

REVIEW AND CONSIDER AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION WITH OAKLAND COUNTY.

Campbell provided overview. The grant is a \$100,000 grant that is matched by the Village. This grant will allow the Village to consolidate its plans for projects going forward through tool planning. Provided information and planning for basement backups. Provided a sanitary sewer plan. Provided additional funding for lead and copper service line verification. This is an opportunity to utilize federal ARPA funding through Oakland County to assist with Village issues.

Mooney questioned if the funding could be used to do actual work or just planning. Campbell stated funding can be utilized to do things, such as verifying water service lines.

Mooney stated we have not had any sanitary sewer back up. Campbell stated this takes the SAW grant information and improves the planning for our infrastructure going forward. In the combined sewer are it will look at improving retention.

Mooney, the tool planning will note that there are 4" water to be replaced. Campbell stated it will prioritize the projects and look at the streets, water mains and sewers at one time so there are no future conflicts with projects.

Kecskemeti questioned whether funds can be used to pay for Village staff working on these issues. Campbell believes it could be but would need to verify with the County.

Kecskemeti, this will take our asset management plans and put them all together so when water mains are being replaced the roads are evaluated for repairs as well. Campbell, correct.

George asked the Administration what happens to unused funds, and Campbell stated unused funds will go back to the County. George also asked the Administration if we have to hire HRC, and Campbell stated no. George stated these grants match the Village's priorities to fix roads, water and sewer.

Motion by Hrydziuszko, seconded by Kecskemeti, be it resolved that the Beverly Hills Village Council approve and authorize the Village Manager to execute the Interlocal Local Fiscal Recovery Fund Distribution Agreement between Oakland County and the Village of Beverly Hills as submitted.

Role Call Vote:

Abboud - Yes

George – Yes

Hrydziuszko – Yes

Kecskemeti – Yes

Mooney – No

O’Gorman – Yes

Peddie - No

Motion Passed (5-2)

REVIEW AND CONSIDER PARKS & RECREATION BOARD’S RECOMMENDATION TO REPAIR BEVERLY PARK PAVILION CHIMNEYS.

Campbell provided overview. Some time in early May of this year someone set up scaffolding in Beverly Park at the pavilion and removed several dozen bricks from the chimney area. When this was discovered, the scaffolding was removed to the DPW where it is today. The Parks and Recreation Board has reviewed bids for repairing the area as well as repairing the firebox and are asking the Council for approval.

Mooney asked why wasn't the Council informed when this happened, there was no police report made and the stolen bricks are a felony. The bricks were taken, and no one observed what was going on. This was poorly handled. The kids that are Rangers need to be better supervised by

Village staff on a daily basis. Police patrols went through the park and did not observe the bricks being taken.

George inquired asked whether there is a formal process of notifying Comeau, or Village staff, of projects going on in the park, and stated there needs to be a communication process to let everyone know about work in the park.

O’Gorman asked whether the bricks could be covered by insurance. There was a discussion about whether damages would be greater than the deductible. Campbell answered the questions that the bricks were removed before he became Village Manager, he did not know the Council was not informed, there is no formal process of notifying staff of projects at this time,

Hrydziusko, apologizes for not notifying the Council sooner. Parks and Recreation Board noticed the scaffolding and thought it was an inspection of the chimney on a weekend when BPS had the art in the park in May. On the following Monday it was reported to the Village and the scaffolding was removed.

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

Role Call Vote:

Motion passed (7-0)

REVIEW AND CONSIDER PARKS & RECREATION BOARD’S RECOMMENDATION TO APPROVE INVASIVE SPECIES MAINTENANCE PROPOSAL FROM GEI CONSULTANTS OF MICHIGAN.

Campbell provide overview. GEI has done invasive species removal at Beverly Park over the past few years. The main issue is buckthorn, phragmites and Honey Suckle. GEI has zoned the park into 3 areas for treatment to eliminate the plants or get them to the point they can be controlled. Riverside Park has been removed from the proposal. Not to exceed \$20,000.

Lindsey Scupholm from GEI was on Zoom and addressed the Council. The goal is to remove the buckthorn from the wooded area. As there is less canopy the sun light will cause the seeds to grow. Without treatment the species will continue to control the area. This is a land management program that should last for the next two year and be turned over to staff and volunteers to continue. It is an ongoing process that will never stop.

Mooney, we have already paid \$100,000 and still have the buckthorn. Now we are going to spend another \$20,000 to continue the process. Scupholm noted this will be a constant issue, it is not going away.

Hrydziusko, not realistic to believe this will just go away. There will be a large germination this fall that needs to be treated and controlled when the plants are seedlings. Kecskemeti, the project was started and stopped, and the problem became worse because of no follow up.

O’Gorman asked whether this project \$20,000 over two years and what happens if the buckthorn is not treated. Scupholm noted the buckthorn will shade out the growth of new trees and take over if not treated and eliminated. It is a two-year agreement for a total of \$20,000.

Motion by Kecskemeti, seconded by Hrydziusko Be it resolved, the Village Council approves the invasive species maintenance agreement with GEI Consultants of Michigan in an amount not to exceed \$20,000.00 over two growing seasons for Zones A, B, C, and D and cut-stump treatment around 8 trees at Beverly Park as outlined in the July 15, 2022, proposal. Funds for this expense are available in account 101-751-778.04 (Buckthorn Eradication).

Roll Call Vote:

Role Call Vote:

Abboud - Yes

George – Yes

Hrydziusko – Yes

Kecskemeti – Yes

Mooney – No

O’Gorman – Yes

Peddie – Yes

Motion passed (6-1)

REVIEW AND CONSIDER PROPOSAL TO APPROVE ROOF WORK ON VILLAGE HALL BY ROYAL ROOFING CO.

Campbell provided overview. The roof at Village Hall has been leaking for quite some time. It had been repaired in the past using improper materials. We brought Royal Roofing in during July, and they repaired the leaks. We are now seeking approval for several repairs and a long-term inspection/repair agreement.

O’Gorman asked if the \$1,600 warranty includes all repairs. Campbell replied that no minor repairs and an inspection twice a year. Mooney asked if the roof was replaced during the 2015 the building renovation. Trice stated that the roof was put on in 2008. In 2015, several HVAC units were moved around, and the roof was patched. The roof was inspected by Royal Roofing in July to provide us with the details we needed to move forward. They are a certified Firestone roof company.

Motion by Abboud, seconded by Mooney, be it resolved that the Beverly Hills Village Council approves the proposal submitted by Royal Roofing in the amount of \$6,075.00 for roof repairs at Village Hall for calendar year 2022 as outlined on the attached quote.

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

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

Roll Call Vote:

Motion passed (7-0).

REVIEW AND CONSIDER PROPOSAL FOR PAINTING OF VILLAGE STREET LINES BY ROAD COMMISSION FOR OAKLAND COUNTY SUBCONTRACTOR, PK CONTRACTING.

Campbell provided overview. Due to staff transition pavement markings were not bid in the spring. The Road Commission for Oakland County has bid this work and the communities in the County are utilizing that bid to mark their streets.

O’Gorman, please make certain Riverside is not on the list of streets to be painted.

Motion by O’Gorman, seconded by Abboud, be it resolved that the Beverly Hills Village Council approves the proposal bid pricing submitted by the Road Commission for Oakland County in the amount of \$16,500.00 for center line and edge markings in the Village of Beverly Hills for calendar year 2022 as outlined on the attached.

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

Roll Call Vote:

Motion passes (7-0).

Review and consider SMART Municipal Credit and Community Credit Contract for FY 2023.

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

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

Roll Call Vote:

Motion passed (7-0).

REVIEW AND CONSIDER RESOLUTION APPOINTING ANNUAL MERS CONFERENCE REPRESENTATIVE AND ALTERNATE.

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

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

Roll Call Vote
Motion passed (7-0)

REVIEW AND CONSIDER BRIDGE INSPECTION PROPOSAL FROM HUBBELL, ROTH, AND CLARK, INC.

Campbell provided overview. The required MDOT bridge inspections are to be completed in September. HRC has been designated as the certified inspector. They have provided a cost not to exceed \$12,075 for all 5 bridges/culverts that require inspection.

Motion by Mooney, seconded by Abboud, be it resolved that; the Beverly Hills Village Council approves the proposal submitted by HRC in the amount of \$12,075.00 for bridge inspections in the Village of Beverly Hills for calendar year 2022 as outlined on the attached quote.

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

Roll Call Vote:
Motion passed (7-0).

PUBLIC COMMENT

Karen Gilbert, 15984 Amherst, requested a copy of the Village organizational chart and was instructed to FOIA the information. She stated a neighbor gave her a copy of an old Village calendar with the organizational chart in it. The Village should get back to placing it in the calendar and on the web site.

She noted that the Village needs to utilize today's tech and place cameras at Beverly Park and in public areas to help prevent issues like the brick theft.

MANAGERS' REPORT

Campbell updated Council on the August 29 storm response by DPW and Public Safety.

He informed the public that Read in the Park September 17 from 1-4 PM at the Beverly Park pavilion.

He reminded the community that summer tax bills are due to Southfield Township by September 14 at Southfield Township.

Campbell stated that another Java and Jazz will be held on September 18 from 9 AM to noon at Beverly Park.

COUNCIL COMMENTS

O’Gorman had no comments at this time.

Kecskemeti noted branches are still out. It was noted DPW is still picking up branches and residents should reach out to the Village if they still have them. Thanked staff for their response to the storm.

Peddie noted the Planning Commission meeting has been canceled.

Abboud stated the SEMCOG’s regional review committee met August 31 and approved carbon reduction guidelines. Abboud noted that local road PASER rating grant training is coming up. The Elected Officials Academy Board of Directors will be discussing the bylaws at an upcoming meeting. He noted the memorial tree for Jonathan Aylward. He thanked staff for their storm response and keeping Council informed.

Mooney stated he expects the park staff to be properly supervised.

Hrydziusko noted that the Parks and Recreation Board is working on the 5-year parks plan and reviewing the survey. The Board and the Little League Board will meet soon and discuss what can be done with the fields. She stated the Board is looking into bringing Wi-Fi to the park which will allow for internet use and cameras. She also recognized her grandmother who is a Village resident and the newest centurion to the Village.

George liked the after-action report and hoped this would continue into the future. He stated the Oakland County grant gives us the ability to do a lot of work and planning or let’s us choose what we want to do, use it or not. He stated let’s build a plan to go forward.

The following Resolution was offered by Mooney with support from Kecskemeti.

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

NOW, THEREFORE, BE IT RESOLVED that the Beverly Hills Village Council hereby agrees to meet in Closed Session, as permitted by the Open Meeting Act MCL 15.268(c) at the Regular Meeting held on Tuesday, September 6, 2022, at 9:33 p.m., following the adjournment of the Regular meeting held on Tuesday, September 6, 2022 at 7:30 p.m., Michigan Time, at the Village of Beverly Hills, 18500 W. Thirteen Mile Road, Beverly Hills, Michigan, 48025. The purpose of the Closed Session is to discuss collective bargaining negotiations with the Village Labor Attorney, Ms. Gouri.

The Council returned to the regular meeting at 10:35 p.m.

Adjournment:

Motion by Mooney, seconded by Abboud to adjourn the meeting at 10:36 PM.

Motion passed unanimously.

John George
Council President

Thomas W. Trice,
Guest Village Clerk



RESOLUTION
TO AUTHORIZE THE INTERLOCAL FISCAL RECOVERY FUND DISTRIBUTION
AGREEMENT BETWEEN OAKLAND COUNTY AND THE VILLAGE OF BEVERLY HILLS

In a motion by Hrydziuszko, seconded by Kecskemeti:

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

RESOLUTION DECLARED ADOPTED.

YEAS: 5 (Abboud, George, Hrydziuszko, Kecskemeti, O’Gorman)

NAYS: 2 (Mooney, Peddie)

ABSTENTATIONS: 0

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Village of Beverly Hills, Oakland County, Michigan, on the 6th day of September 2022, the original of which is on file in my office.

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

IN WITNESS WHEREOF, I have hereunto affixed by official signature this 5th day of January, 2023.



Kristin Rutkowski, Village Clerk



OAKLAND COUNTY EXECUTIVE DAVID COULTER

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

Dear Mrs. Rutkowski,

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

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

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

Project Requirements include:

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

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

Regards,

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



To: Honorable Council President George and Village Council Members

From: Jeff Campbell, Village Manager

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

Date: September 2, 2022

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

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

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

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

Recommended Resolution:

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



OAKLAND COUNTY EXECUTIVE DAVID COULTER

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

Dear Mrs. Rutkowski,

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

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

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

Project Requirements include:

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

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

Regards,

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



MEMO

Date: October 12, 2023
To: Honorable Council President and members of Council
From: Jeff Campbell, Village Manager
Subject: Michigan Natural Resources Trust Fund Land Acquisition Project Agreement

In February of 2022, the Village of Beverly Hills submitted an application to the Michigan Natural Resources Trust Fund for an acquisition grant to purchase property located at 30815 Wendbrook in Beverly Hills, MI. The project is entitled the Rouge River Acquisition. The application requested that the MNRTF issue an acquisition grant amount of \$1,500,000 with the Beverly Hills providing a match of \$500,000 to cover a proposed purchase price of \$2,000,000. The proposed Beverly Hills match was to come from the current owner of the property, Mike and Martha White.

In December of 2022, the MNRTF approved a grant of \$1,000,000 dollars to fund the purchase of the River Rogue Acquisition Project. The required match from the Village of Beverly Hills is \$333,400 dollars under the grant. The Whites have stated that they will donate the grant match of \$333,400 and the remaining \$666,600 to the Village of Beverly Hills for the purchase of the property.

On August 7, 2023, the DNR forwarded a Project Agreement to the Village of Beverly Hills with its standard terms and conditions for an acquisition. The Project Agreement is attached to this memorandum. In addition, the Project Agreement requires that the Village include a legal description and boundary map. A legal description and boundary map is attached to this memorandum. The Agreement sets forth the grant amount provided by the MNRTF and the Village's required match. It also states that the Village must choose a closing option at the signing of this Agreement. The closing options are:

- Utilizing a Grant Reimbursement Process
- Utilizing an Escrow Closing Process

The Grantee shall also immediately make funds available to meet the match, complete a 40 year title search, an environmental assessment, and obtain two (2) appraisals prior the purchase of the property. Under the Agreement, the acquisition must be completed by August 31, 2025. The Agreement sets forth conditions and requirements related to the purchase of the property.

Please be advised that the Agreement may be cancelled by the DNR with a 30-day notice to the Village, due to Executive Order, budgetary reduction, or other lack of funding. The Village may terminate the Agreement at any time for any reason. Both parties can also mutually cancel the agreement at any time as well.

The DNR requires that the Agreement is approved by Resolution. Attached for review and consideration is the proposed resolution.



**RESOLUTION OF AUTHORIZATION FOR ACQUISITION AGREEMENT
WITH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, the Village of Beverly Hills supports the submission of an application titled, "Rogue River Acquisition," to the Michigan Natural Resources Trust Fund for acquisition of the of 8.32 acres of land for public outdoor recreation and habitat conservation park along the Rogue River at or about 30815 Wendbrook, Beverly Hills, Michigan 48025; and

WHEREAS, the Village of Beverly Hills is hereby making a financial commitment to the project in the amount of a minimum of 333,400.00 matching funds, in cash and/or force account; and

WHEREAS, on August, 7, 2023, Department of Natural Resources, on behalf of the Michigan Natural Resources Trust Fund, submitted a Land Acquisition Project Agreement.

NOW, THEREFORE, BE IT RESOLVED, the Village of Beverly Hills, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and that the Village of Beverly Hills does hereby specifically agree, but not by way of limitation, as follows:

To appropriate all funds necessary to complete the project during the project period and to provide Three Hundred Thirty-Three Thousand Four Hundred and 00/100 Dollars (\$333,400.00) dollars to match the grant authorized by the DEPARTMENT.

To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.

To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

AYES:

NAYS:

ABSENT:

Resolution declared adopted.

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

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

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

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

Kristin Rutkowski
Village Clerk

**MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT***This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.*

This Agreement is between **Village of Beverly Hills** in the county of Oakland County hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government or public authorities for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 119 of 2023, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding to acquire land or rights in land for the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Rouge River Acquisition **Project #:** TF22-0048

Amount of grant: \$1,000,000.00 75% **PROJECT TOTAL:** \$1,333,400.00

Amount of match: \$333,400.00 25%

Start Date: Date of Execution by DEPARTMENT **End Date:** 08/31/2025

As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **10/06/2023**, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

Date: _____

DUNS # _____

CV0048766 _____

SIGMA Vendor Number _____ SIGMA Address ID _____

Required - Please choose one**Acquisition Closing Option Desired:**

- ☐ This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.
- ☐ This project will be completed utilizing an escrow closing process.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED: _____

By _____

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the land acquisition grant application bearing the number **TF22-0048** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **08/07/2023** through **08/31/2025**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The grant herein provided is for the acquisition by the GRANTEE of **8.32** acres of land in **Fee Simple** title free of all liens and encumbrances, situated and being in the city/village/township of **Beverly Hills**, in the County of **Oakland**, **STATE OF MICHIGAN** as described in the uploaded legal description and shown on the uploaded boundary map. As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **public outdoor recreation and habitat conservation**, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State of Michigan and to prevent unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.
7. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Seventy-Five percent (75%)** as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens

and encumbrances to the lands in the project area, not to exceed the sum of **One Million dollars (\$1,000,000.00)**. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.

- b. include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
 - i. Purchase price of the land, up to the market value, in the project area acquired by the GRANTEE during the project period as provided for in section 9(f) of this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, transfer tax, prorated property tax, closing fees and environmental assessments; and
 - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Seventy-Five percent (75%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
 - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.
- iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance ensuring the GRANTEE possesses marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
- iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
- v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).

- iv. Providing Department and title company an approximate desired timeframe for closing.
- v. Sending DEPARTMENT the draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to the desired closing date.
- vi. Coordinating with title company to schedule the exact closing date after DEPARTMENT'S approval of draft closing documents and submitting to DEPARTMENT an updated closing statement from the title company at least 10 days before the desired closing date.
- vii. Submitting local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and providing proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE will:

- a. immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Three Hundred and Thirty-Three Thousand Four Hundred dollars (\$333,400.00)** as local match to this project. This sum represents **Twenty-Five percent (25%)** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. provide verification that the site is not a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended, based on the results of due diligence and, if needed, an environmental assessment or, if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. obtain an appraisal of the real estate within the project area in accordance with standards established by the DEPARTMENT to determine the market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal(s) in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- h. perform, or to directly contract for the performance of, all appraisal(s), appraisal review(s), title review, closing and acquisition of all lands in the project area.
- i. eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. complete acquisition of the entire project area before **08/31/2025**. Failure to acquire the project area by **08/31/2025** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing. Failure to submit the required documents and information for review shall constitute a material breach of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT.
- m. for parcels over 5 acres, execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the mineral rights in, on or under the lands in the project area.
- n. retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes.

In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.

- p. maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
 - q. erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
 - r. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
 - s. provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - t. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - u. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - v. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - w. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
 - x. make the project area and any facilities located thereon, as well as the land and water access ways to them, open to the public within 90 days of the date of acquisition and keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
 - y. make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be

maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.

- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

15. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring the premises.
- d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.

16. Before the DEPARTMENT will give approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;

or

- b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate , maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises , the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, the Land and Water Conservation Fund and the Recreation Passport Grant Program ; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Seek specific performance of the Agreement terms .
24. This Agreement may be canceled by the DEPARTMENT , upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
25. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation , protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.
26. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
27. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
28. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Acquisition)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Dated

LEGAL DESCRIPTION

VILLAGE OF BEVERLY HILLS
ROUGE RIVER ACQUISITION
MNRTF GRANT NUMBER TF22-0048

PARCEL 1 (24-10-102-015)

PART OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 10, .T1N., R.10E., VILLAGE OF BEVERLY HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT S 89°36'50" E 1323.10 FEET AND S 00°34'35" E 417.76 FEET FROM THE N.W CORNER OF SAID SECTION 10; THENCE S 00°34'35" E 542.24 FEET; THENCE N 89°36'50" W 260 FEET; THENCE N 00°34'35" W 174.40 FEET; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF OF RIVER ROUGE 495 FEET.

PARCEL 2 (24-10-126-002)

LOTS 71 AND 72 OF "BERKSHIRE VALLEYS NO. 2" A SUBDIVISION OF PART OF THE N.W. 1/4 OF SECTION 10, .T1N., R.10E., SOUTHFIELD TOWNSHIP (NOW VILLAGE OF BEVERLY HILLS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 59 OF PLATS, PAGE 32, OAKLAND COUNTY REOCRDS.

PARCEL 3 (24-10-126-003)

LOT 70 OF "BERKSHIRE VALLEYS NO. 2" A SUBDIVISION OF PART OF THE N.W. 1/4 OF SECTION 10, .T1N., R.10E., SOUTHFIELD TOWNSHIP (NOW VILLAGE OF BEVERLY HILLS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 59 OF PLATS, PAGE 32, OAKLAND COUNTY REOCRDS.

REV. 4/12/2023

JOB NO. 20230287	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 4/3/2023		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: www.hrcengr.com		1
				OF 1

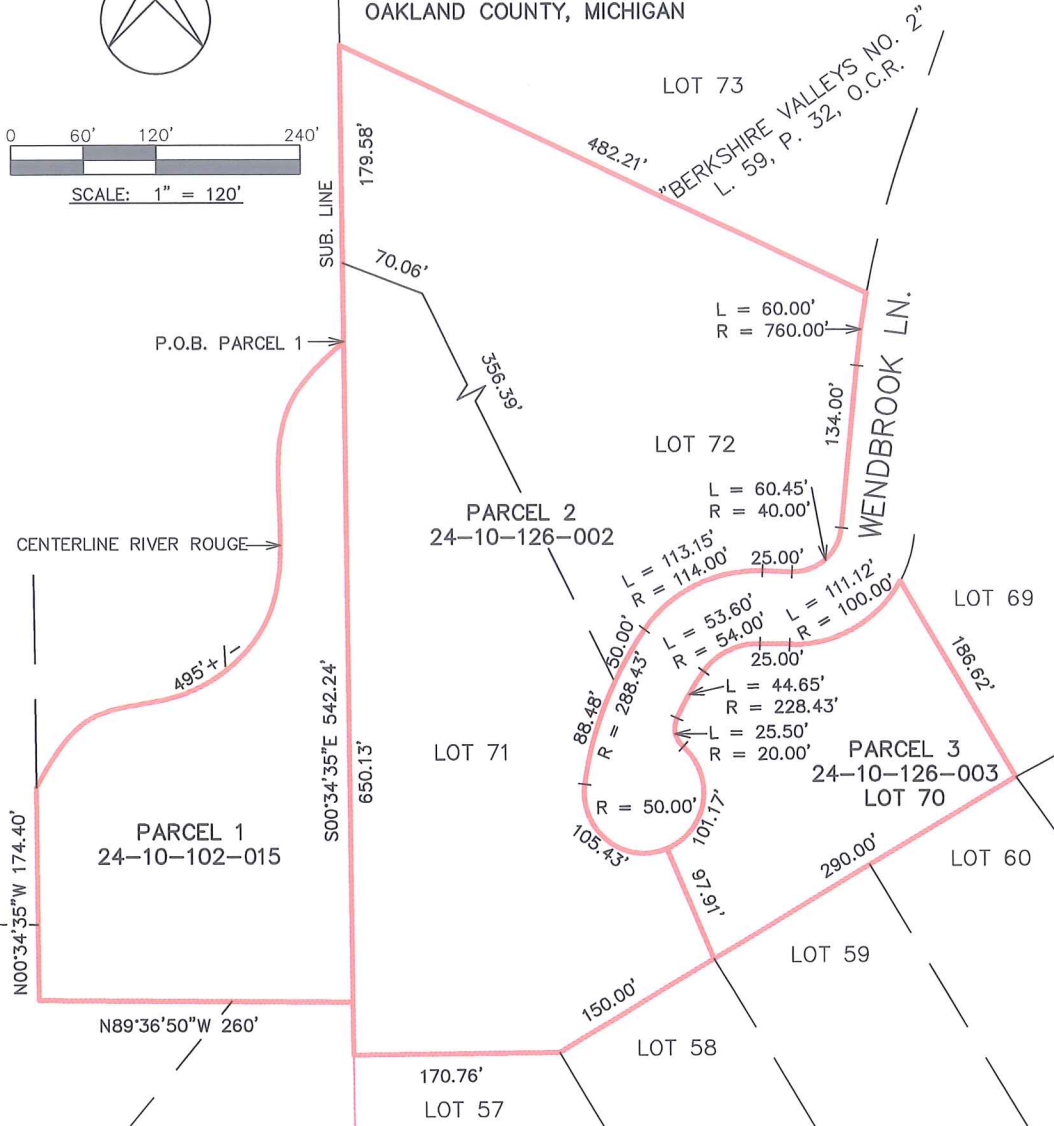
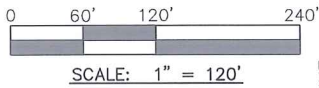
4/12/2023 1:36 PM

v:\202302\20230287\F\Property\20230287 Map Plan.dwg

Hebert Dave

BOUNDARY MAP

VILLAGE OF BEVERLY HILLS
ROUGE RIVER ACQUISITION
MNRTF GRANT
NUMBER TF22-0048
OAKLAND COUNTY, MICHIGAN



LAND ACQUISITION PARCELS

PARCEL NO.	SIDWELL NO.	ACREAGE
1	24-10-102-015	2.16 ACRES +/-
2	24-10-126-002	5.34 ACRES +/-
3	24-10-126-003	1.12 ACRES +/-
		TOTAL: 8.62 ACRES +/-

[Signature]
SIGNATURE OF AUTHORIZED INDIVIDUAL

4-12-23
DATE

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

REV. 4/12/2023

JOB NO.
20230287
DATE
4/3/2023

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: www.hrcengr.com

P.O. BOX 824
48303 - 0824

SHEET NO.
1
OF 1



To: Honorable President George; Village Council Members
Jeff Campbell, Village Manager; Mark Stec, Planning & Zoning Administrator

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Second Announcement of a Planning Commission Vacancy

Date: October 5, 2023

There is a vacancy on the Planning Commission for a partial term ending June 30, 2024.

The Planning Commission generally meets on the fourth Wednesday of the month at 7:30 p.m. The Planning Commission advises the Village Council regarding the proper physical development of Beverly Hills. The Commission recommends ordinances or amendments to existing ordinances. It also makes recommendations on zoning changes, site plan developments, and special approval uses.

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

Applications are due Tuesday, October 31, 2023.

Appointments are scheduled to take place at the November 7, 2023 Regular Village Council meeting.

This constitutes the second announcement of a vacancy on the Planning Commission.



To: Honorable President George; Village Council Members

From: Jeff Campbell, Village Manager

Subject: Manager's Report

Date: October 13, 2023

Halloween Hoot

The Halloween Hoot will be held at Beverly Park on Saturday, October 28, 2023 from 6:00 to 8:00 p.m. We have received an overwhelming response this year and we are looking forward to seeing all the decorated treat stations! Thanks to our sponsors, this event is free to attend.

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 will be a collection box set up at Village Hall, 18500 W. 13 Mile Road, to receive the donated coats.

Construction Update

The 2023 patching will be complete by the week of October 16th. We want to thank the residents for their cooperation and patience during a busy construction season that saw road improvements, the installation of a roundabout, and work by various utility companies. The Administrative staff understands the inconvenience and appreciates the understanding of Village residents.

Speed Humps

HRC just completed the speed study on Weston and Saxon. This was done prior to the installation of the speed humps to ensure that the Village has meaningful data to measure the effectiveness of the pilot program. We will be reviewing and analyzing the data in the coming weeks. However, to ensure an effective pilot program and to make sure the humps are not damaged by the snowplows, we will be installing the speed humps in spring. It is anticipated the humps will now be installed by April 1, 2023.

Audit and OPEB Update

Plante Moran, the Village auditors, will appear before Council at the November 7, 2023 meeting to discuss the Fiscal Year 2023 Village audit and the audited Financial Statements. The auditors will include a brief overview of the GASB 74/75 annual actuarial valuation report as of June 30, 2023 prepared by Nyhart.

This report updates the Net OPEB liability and funded ratio percentage for the Village Retiree Health Care Plan.

Robert Borgon

Robert (Bob) Borgon, former Councilmember and former member of the Birmingham Area Cable Board recently passed away. Mr. Borgon served as a distinguished Board Member, the Chairman, and the Executive Director of the Cable Board, making immeasurable contributions to the Cable Board. Mr. Borgon also used his expertise on Public, Educational, and Governmental Access Channels to chair the PEG Committee. He also hosted numerous broadcasts of community events, most notably, the Village's annual Memorial Day Parade.

The Village of Beverly Hills Administration and employees would like to express our condolences to Mr. Borgon's family and recognize his service to the Village of Beverly Hills and our residents. Thank you, Mr. Borgon.

Beverly Hills Public Safety **Activity Report**

Sept. 28th – Oct. 12th, 2023

CALLS FOR SERVICE

- **303 Calls for Service.**
- **42 Tickets issued.**
- **8 Arrests.**
- Assisted Bloomfield Township PD at 14 Mile and Evergreen.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Crime Prevention at Groves High School.
- Extra Patrol at Medical Village.
- Suspicious Circumstances on Auburn.
- Radar Detail on Lahser and Hillview.
- Extra Patrol at the Beverly Hills Club.
- Extra Patrol at the Corners Shopping Mall.
- Welfare Check on Southfield.
- Mutual Aid for a house fire in Berkley on Eaton.
- Extra Patrol at Market Fresh.
- Traffic Accident on 13 Mile and Huntley Square.
- Parking Complaint on Normandale.
- Traffic Accident on Southfield.
- Extra Patrol around Robinhood and Nottingham.
- Beverly Park closed for the night.
- Medical on Auburn.
- Extra Patrol in the Huntley Square Apartments.
- Extra Patrol around Balmoral and Riverside.
- Crime Prevention at Berkshire School.
- Radar Detail on Lahser and Camelot.
- Extra Patrol around Waltham and Sunset.
- Crime Prevention at Beverly School.
- Crossing Guard Detail at Beverly School.
- Crime Prevention at Greenfield School.
- Parking Complaint at the Village Offices.
- Extra Patrol through Beverly Park.
- Extra Patrol around Foxboro and Metamora.
- Crime Prevention at Queen of Martyrs.

- Extra Patrol around Nottingham and Robinhood.
- Extra Patrol around Eastlady and Smallwood.
- Extra Patrol around Sunset and Waltham.
- Assist Birmingham PD at Cedar and Catalpa.
- Traffic Accident at Groves High School.
- Crime Prevention at Beverly School.
- Crime Prevention at Groves High School.
- Crime Prevention at Greenfield School.
- Traffic Accident at Riverside and Faircrest.
- Medical at Mission Point.
- Extra Patrol at Oktoberfest Festival at Queen of Martyrs.
- Medical on 13 Mile.
- Officer stopped a driver for a minor traffic violation at Southfield and 13 Mile. The driver was arrested for Driving While License Suspended and was taken into custody without incident.
- Medical in Huntley Square Apartments.
- Odor Investigation on Saxon.
- Extra Patrol at Oktoberfest Festival at Queen of Martyrs.
- Medical on Sheridan.
- Beverly Park closed for the night.
- Douglas Evans Park closed for the night.
- Suspicious Circumstances on Southfield.
- Radar Detail on Beverly and Southfield.
- Noise Complaint in Huntley Square Apartments.
- Assist Citizen at Mission Point.
- Medical on Rivers Edge.
- Crime Prevention at Detroit Country Day School.
- Animal Complaint on Southfield.
- Radar Detail on Lahser and Hillview.
- Operation Medicine Cabinet.
- Extra Patrol around Kennoway and 13 Mile.
- Animal Complaint on Old Post and 14 Mile.
- Suspicious Persons on Fairfax.
- Medical on Plantation.
- Solicitor Complaint on Bellvine Trail.
- Medical on Village Pines.
- Alarm on Southfield.
- Alarm on Wellesley.
- Medical at Mission Point.
- Traffic Accident at Southfield and Beverly.
- Traffic Accident at 13 Mile and Southfield.

- Medical on Lincolnshire.
- Beverly Park closed for the night.
- Extra Patrol around Birmingham and Buckingham.
- Medical at Mission Point.
- Vehicle Lockout at Ace Hardware.
- Medical on Vernon.
- Fire Truck Checks at the station.
- Officers picked up a subject with an outstanding warrant from Berkley PD. The subject was arrested without incident.
- Burglary at Club Pilates.
- Beverly Park closed for the night.
- Douglas Evans Park closed for the night.
- Crime Prevention at Greenfield School.
- Extra Patrol around Evergreen and Wilshire.
- Follow up report made at Club Pilates.
- Alarm on Southfield.
- Parking complaint on Birwood.
- Extra Patrol in Beverly Park.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Extra Patrol around Walmer and Churchill.
- Extra Patrol around Medical Village.
- Natural Gas Leak reported on Amherst.
- Officers picked up a subject with an outstanding warrant from Novi PD. The arrest was without incident.
- Extra Patrol around Market Fresh.
- Medical on Lahser.
- Crime Prevention at Acacia Cemetery.
- Suspicious Persons on Lahser.
- Medical on Waltham.
- Welfare Check at Mission Point.
- Suspicious Circumstances on Kirkshire.
- Noise Complaint on Kinross.
- Radar Detail on Evergreen.
- Fire Truck Checks at the station.
- Radar Detail at Beverly and Bates.
- Odor Investigation on Riverside.
- Beverly Park closed for the night.
- Suspicious Persons on 14 Mile.
- Traffic Enforcement at 13 Mile and Southfield.
- Extra Patrol around Pierce and Kirkshire.
- Extra Patrol around Metamora and Sleepy Hollow.

- Crime Prevention in the Huntley Square Apartments.
- Extra Patrol around Riverside and Drury.
- Extra Patrol around Old Post and Wellesley.
- Traffic Enforcement at 13 Mile and Greenfield.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Medical on Lahser.
- Alarm on Kirkshire.
- Medical on Beverly.
- Alarm on Kirkshire.
- Medical at Mission Point.
- Medical on Gould Court.
- Reckless Driving reported at Southfield and 14 Mile.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Medical on Beverly.
- Motorist Assist at Lahser and Stafford.
- Suspicious Circumstances on Beverly.
- Radar Detail on Evergreen.
- Medical on Old Post.
- Beverly Park closed for the night.
- Suspicious Circumstances on Southfield.
- Traffic Enforcement at 14 Mile and Southfield.
- Suspicious Circumstances on Southfield.
- Extra Patrol at the Corners Shopping Mall.
- Extra Patrol around Georgetown and Shagbark.
- Suspicious Persons on Southfield.
- Extra Patrol around 13 Mile and Greenfield.
- Radar Detail at Lahser and Hampton.
- Radar Detail at Southfield and Beechwood.
- Medical on Charrington.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Medical on Plumwood.
- Traffic Accident on 13 Mile.
- Motorist Assist at Mission Point.
- Fraud report taken on Vernon.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Motorist Assist at 13 Mile and Lahser.
- Extra Patrol around the Village Offices.
- Beverly Park closed for the night.
- Extra Patrol around 14 Mile and Bellvine Trail.
- Reckless Driving reported at 13 Mile and Greenfield.

- Officers stopped a driver for a minor traffic violation at Southfield and 13 Mile. The driver was arrested for Driving While License Suspended and warrants. The arrest was without incident.
- Traffic Enforcement at 13 Mile and Southfield.
- Radar Detail at Southfield and Beverly.
- Extra Patrol in the Huntley Square Apartments.
- Extra Patrol at Buckingham and Pierce.
- Extra Patrol at Westlady and Bellvine Trail.
- Suspicious Person on Beverly.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Welfare Check on Amherst.
- Parking Complaint on Smallwood.
- Reckless Driving reported on Greenfield.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Traffic Accident at Evergreen and 13 Mile.
- Fire Alarm on Devonshire.
- Fire Alarm on Plumwood.
- Crime Prevention at Groves Football Game.
- Crime Prevention at Greenfield School.
- Crime Prevention at Berkshire School.
- Informational Report made at Berkshire School.
- Animal Complaint on Warwick.
- Beverly Park closed for the night.
- Police Training at the station.
- Officers stopped a driver for a minor traffic violation. The driver was arrested for Drunk Driving and Open Alcohol Container. The arrest was without incident.
- Medical on Valley Oaks.
- Road Hazard sectioned off at Beverly and Southfield.
- Crossing Guard Detail at Beverly School.
- Crime Prevention at Greenfield School.
- Suspicious Person on Smallwood.
- Extra Patrol at the Corners Shopping Mall.
- Reckless Driving reported on Southfield.
- Motorist Assist on 13 Mile and Lahser.
- Crossing Guard Detail at Beverly School.
- Crime Prevention at Greenfield School.
- Gun Permit Issued at the station.
- Extra Patrol at the Beverly Hills Club.
- Carbon Monoxide Alarm on Plumwood.
- Extra Patrol around Lincolnshire and Shagbark.

- Motorist Assist at Southfield and 14 Mile.
- Reckless Driving reported on Pierce.
- Traffic Accident at Southfield and 13 Mile.
- Beverly Park closed for the night.
- Suspicious Person on 13 Mile.
- Radar Detail on 14 Mile.
- Traffic Enforcement at Pierce and Beechwood.
- Extra Patrol around Norchester and Hill Crest.
- Traffic Enforcement around Southfield and 13 Mile.
- Suspicious Circumstances on 13 Mile.
- Extra Patrol around Old Pond and Evergreen.
- Extra Patrol in Huntley Square Apartments.
- Extra Patrol around Eastlady and Smallwood.
- Crime Prevention at Detroit Country Day School.
- Extra Patrol in the Georgetown Subdivision.
- Traffic Enforcement at Kirkshire and Pierce.
- Extra Patrol around Riverside and Balmoral.
- Radar Detail at Beverly and Bates.
- Traffic Enforcement at 13 Mile and Southfield.
- Citizen Assist on Reedmere.
- Police Training at the station.
- Alarm on Fairfax.
- Operation Medicine Cabinet.
- Road Hazard removed at 14 Mile and Forest Lane.
- Public Relations at block party on Chelton.
- Noise Complaint on Gould and Southfield.
- Alarm at Groves High School.
- Suspicious Circumstances on Evergreen.
- Suspicious Persons on Smallwood.
- Beverly Park closed for the night.
- Radar Detail on Evergreen.
- Suspicious Person on Southfield.
- Noise Complaint in Huntley Square Apartments.
- Citizen Assist on Ronsdale.
- Animal Complaint on Wendbrook.
- Citizen Assist on Riverside.
- Public Relations at a block party on Robinhood.
- Fire Truck Checks at the station.
- Extra Patrol in the Huntley Square Apartments.
- Extra Patrol in Acacia Cemetery after hours.
- Traffic Enforcement at 13 Mile and Evergreen.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Gun Permit issued at station.

- Crime Prevention at Queen of Martyrs School.
- Informational Report taken at Penn Station.
- Extra Patrol on Southfield.
- Suspicious Person on Gould Court.
- Extra Patrol on Southfield.
- Extra Patrol at the old Bed, Bath and Beyond store.
- Welfare Check on Madison.
- Crime Prevention at Groves High School.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Family Trouble on Cline.
- Traffic Accident on 13 Mile.
- Douglas Evans Park closed for the night.
- Crime Prevention at Berkshire School.
- Suspicious Person at 13 Mile and Greenfield.
- Beverly Park closed for the night.
- Suspicious Person at Greenfield School.
- Radar Detail on Southfield at Gould.
- Extra Patrol at Market Fresh.
- Crime Prevention at Groves High School.
- Extra Patrol around Birmingham and Birwood.
- Medical on Topper Court.
- Crime Prevention at Greenfield School.
- Officers stopped a driver for a minor traffic violation on Evergreen near Village. The driver was arrested for warrants and turned over to Lathrup PD without incident.
- Wires Down at 13 Mile and Southfield.
- Lift Assist in Huntley Square Apartments.
- Crime Prevention at Berkshire School.
- Crime Prevention at Beverly School.
- Assist Southfield PD with an accident at Southfield and 13 Mile.
- Crime Prevention at Greenfield School.
- Mental Health Call on Beverly Court.
- PPO Notice on Kirkshire.
- Groves Football Game Detail.
- Fraud reported on Devonshire.
- Hospice Death on Madoline.
- Suspicious Circumstances in Huntley Square Apartments.
- Operation Medicine Cabinet.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.

- Extra Patrol at Beverly Park.
- Officers stopped a driver for a moving violation at Southfield and Beverly. The driver was arrested for Driving While License Suspended and taken into custody without incident.
- Medical on 13 Mile.
- Larceny reported at Market Fresh.
- Traffic Accident on White Oaks Trail.
- Odor Investigation on Pickwick.
- Extra Patrol at the Beverly Hills Club.
- Animal Complaint on Hampton.
- Prisoner Transport from Birmingham PD.
- Crime Prevention at Greenfield School.
- Extra Patrol on Elwood.
- Traffic Enforcement at Beaconsfield and Saxon.
- Traffic Enforcement at 13 Mile and Southfield.
- Beverly Park closed for the night.
- Radar Detail at 14 Mile and Pierce.
- Extra Patrol around Robinhood and Nottingham.
- Hospice Death on Drury Lane.
- Extra Patrol around Nixon and Southview.
- Extra Patrol around Madison and Dunblaine.
- Traffic Enforcement at 14 Mile and Lahser.
- Extra Patrol around Stafford and Lahser.
- Extra Patrol around Mayfair and Nixon.
- Radar Detail on Lahser.
- Traffic Enforcement at 13 Mile and Evergreen.
- Extra Patrol in Huntley Square Apartments.

Fire & Emergency Medical Services

- 1 Structure Fire (automatic mutual aid to Berkley).
- 27 EMS Calls.
- 1 Hazardous Condition.
- 2 Natural Gas Leak.
- 1 Smoke Removal (careless cook).
- 1 Lift Assist.
- 1 Smoke Investigation.
- 3 Fire Alarms.
- 4 CO Alarms.
- 2 Special Incident – Other.
- 2 Weekly Apparatus Checks.
- Supervise Midnight Platoons 3 and 4.
- NFIRS data uploaded to FEMA.

- 117 Hours Fire Training Completed.
- 105 Hours of EMS Training Completed.
- 2023 Q3 LSA Personnel List Updated and Submitted.
- 2023 Q3 EQIP Report Completed and Submitted.
- Attend Monthly MABAS Meeting.
- Attend Wednesday Wrap Up with State Fire Marshal.
- Attended SOFA Staff Meeting.
- Smoke Detector Grant Administration.
- FEMA AFG SCBA Grant Administration.
- Attend & Chair County Training Committee Meeting.

Detective Bureau and School Liaison

- Observed autopsy at Oakland County Medical Examiner Office for Overdose.
- Altered Mental Status in the Elderly training completed.
- Recognizing and Identifying the Hazards fire training completed.
- Creating a Culture of Risk management training completed.
- Traffic Conference at 46th District Court.
- Court Innovations at 46th District Court.
- Investigation on ID Theft/Forgery of Checks at Independent Bank.
- Observed Care House Interview for CSC.
- Safety Presentation completed at Detroit Country Day High School.
- SLO Balagna to Officers to Range for Qualifications.
- Subpoena sent To Chase Bank for Fraud case.
- Groves High School Security Detail Completed.
- SLO Balagna took Property Damage Accident to assist patrol.
- SLO Balagna at Swat training on 10/09/2023.
- Multiple attempts to identify intel threads sent out.
- Worked with multiple area departments on Larceny From Autos, Fraud/ID and Theft/Forgery of Checks.
- Arraignment for OWI case.
- Arraignment for Warrant arrest for Fail to Appear.

That friend request could be from a scammer

- By Kira Krown, Consumer Education Specialist
October 6, 2023
-
- Get a message on social media about an investment opportunity? That could be a scam. Learn more: ftc.gov/scams
-
- Scammers are using social media to go after your money and personal information. And it is working since 2021, people have reported losing \$2.7 billion to scams that started on social media — way more than with any other contact method.
-
- Scammers like social media because they can pretend to be someone they are not. They can hack your profile, pretend to be you, and con your friends. They can target you and others using information from your profile like your age, hobbies, and what you buy. And they can do all this at little to no cost.
-
- So, what do social media scams often look like? Scammers might target you with an ad for something, but after you pay (for the thing that turns out to be fake), they take your money and run. Or they might try to sell you on a bogus investment opportunity (often involving cryptocurrency). Or they might send a friend request out of the blue and pretend to be a potential love interest. But then...they ask for money.
-
- **To avoid these and other scams on social media:**
-
- Use your privacy settings to limit who can see your information and what you post.
- Do not reply to messages that ask for money or personal information. Even if the message looks like it is from a friend or family member, their account may have been hacked. Call them to check.
- Before you buy something, check out the company. Search online for its name along with words like “scam” or “complaint.”
-
- Did you see or experience a scam on social media? Tell the FTC at ReportFraud.ftc.gov.

MICHIGAN TRAFFIC FATALITY REPORT

YEAR TO DATE 2023 802

YEAR TO DATE 2022 872

Spot and stop dishonest charity fundraisers

By Rosario Méndez, Attorney, Division of Consumer and Business Education, FTC

October 4, 2023

What is worse than a bogus charity? A bogus charity with a dishonest fundraiser. The FTC has sued and stopped dishonest charity fundraisers that called people to get them to donate to fake charities. Some prey on your kindness and desire to help people impacted by weather emergencies or a disaster. But when you get a call from a charity fundraiser, how do you know the caller is telling you the truth?

Here is some advice:

Ask the caller specific questions:

What is the charity's name, phone number, or address? Write these down so you can confirm them later. Keep in mind that many charity names sound alike, and that sham charities often use names that sound and look like names of legitimate charities.

How much of your donation will go directly to the programs you want to support?

Will your donation be tax-deductible? Not every call seeking a donation is from a charity. Some calls might be from Political Action Committees or other groups where donations are not deductible. See more questions to ask here.

Resist the pressure to donate on the spot. After you have listened to the caller, hang up the phone and think about what they said. Then, go online and do your own research:

Search for the organization's name and phone number, plus the word "scam" or "complaint." What you find might help you decide if you want to make that donation.

Look up the organization's name and address. Does it show up? If it does not, that could be a sign the caller was lying to you.

See what these rating organizations say about the charity: BBB Wise Giving Alliance, Charity Navigator, Charity Watch, and Candid.

If you get a donation request in the mail, do some research online before you donate. And if you spot a charity fraud, report it to the FTC at [ReportFraud.ftc.gov](https://www.ftc.gov/ReportFraud).



HALLOWEEN HOOT!

SATURDAY, OCTOBER 28, 2023

6:00 - 8:00 PM

BEVERLY PARK

18801 BEVERLY ROAD, BEVERLY HILLS, MI 48025

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Sheriff Michael J. Bouchard

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